

From: "Jennie Saunders" <[REDACTED]>

To: <Jeevacation@gmail.com>

Subject: Fw: Museum Tower Condominium - Unit 50A

Date: Wed, 20 Oct 2010 14:58:32 +0000

Attachments: Unit_Owner_-_MTC_Alteration_Agreement_50A.pdf; Unit_Owner_-_Tenant_Alteration_Agreement_50A.pdf; MTC_50A_Alteration_Scope_of_Work_10_06_10.pdf

If u know Eugene or Yubou - have them sign now ...:-) Xo

CORE: Jennie Saunders | Founder & Chairman | 66 East 55th Street New York NY 10022 | Main: 212 486 6600 | Mobile: 917 330 1033
[REDACTED] | www.coreaccess.net |

-----Original Message-----

From: Carpentieri, John <[REDACTED]>

To: eugene wang <[REDACTED]>

CC: Nicholas Athanail <[REDACTED]>; [REDACTED] <[REDACTED]>; [REDACTED] <[REDACTED]>; Jennie Saunders <[REDACTED]>; yubou chiang <[REDACTED]>

Sent: Wed Oct 20 10:27:29 2010

Subject: RE: Museum Tower Condominium - Unit 50A

M <<Unit Owner - MTC Alteration Agreement 50A.pdf>> r. Wang,

Attached for your review please find <<Unit Owner - Tenant Alteration Agreement 50A.pdf>> d:

1. Form of Alteration Agreement between <<MTC 50A Alteration Scope of Work 10 06 10.pdf>> and the Unit Owner and the Condominium.
2. Form of Alteration Agreement between the Unit owner and the Tenant.
3. Scope of Work and documents relating thereto that are referenced in aggregate in the Alteration Agreements.

I note that paragraph 9 of the Unit Owner-Tenant Alteration Agreement is the indemnification clause. I believe that this paragraph (in addition to paragraphs 8 and 10 which provided further agreement by the tenant to be responsible for the work) provide a comprehensive indemnification of the Unit Owner by the Tenant.

Please review and advise with any further questions. I will obtain the executed agreement from the tenant today and forward a copy to you.

I do agree that there has been seeming confusion regarding this matter but must make a clarification. I had spoken with Mr. Athanail and specifically recommended that the above two Agreements, exactly as drafted with the indemnity, would address all of the issues and

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concerns that I could think of.

Mr. Athanail advised me specifically and adamantly that the Unit Owner (perhaps you as the agent) had rejected this approach entirely and wanted a single agreement. Mr. Athanail then drafted a "tri-party agreement". Upon reading his draft I advised him that, in my opinion, it was wholly deficient but Mr. Athanail strongly asserted that it would be adequate. I then forwarded the draft to counsel for the Condominium who rejected the draft in the strongest way.

I had assumed that Mr. Athanail had forwarded to you the above agreements, but based upon your response, it is now unclear to me if he presented these to you together as a comprehensive package regarding the matter.

Nonetheless, please review and advise.

Thank you

John G. Carpentieri

Douglas Elliman Property Management

675 Third Avenue

New York, NY 10017

Voice [REDACTED]

efax [REDACTED]

email [REDACTED]

From: eugene wang [mailto:[REDACTED]]

Sent: Wednesday, October 20, 2010 2:07 AM

To: Carpentieri, John

Cc: NicholasAthanaill; [REDACTED]; [REDACTED]; Jennie Saunders; yubou chiang

Subject: Re: Museum Tower Condominium - Unit 50A

Mr. Carpentieri,

It appears that what you are saying is different than what was informed by Nick.

Please confirm if you are saying that there will be no three party document (i.e. between the Condominium, Tenant, and Owner). If so, then

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our understanding is that we will need to execute the three documents as follows:

- 1) Alteration Agreement between the Condominium and Owner
- 2) Alteration Agreement between the Owner and Tenant
- 3) The Indemnity Agreement signed between the Tenant and Owner

Again, if the above understanding is correct, then we still need the draft of the Indemnity Agreement.

Once we have all three documents, we will send out comments or confirmation as soon as possible.

Eugene

--- On Tue, 10/19/10, Carpentieri, John <[REDACTED]> wrote:

From: Carpentieri, John <[REDACTED]>
Subject: Museum Tower Condominium - Unit 50A
To: [REDACTED]
Cc: "Athanaïl, Nicholas" <[REDACTED]>, [REDACTED], [REDACTED]
Date: Tuesday, October 19, 2010, 4:37 AM

Mr. Wang,

With regard to the proposed work in Unit 50A at Museum Tower Condominium, Nicholas Athanaïl has advised that I contact you to review the requirements of the Condominium to permit the work to proceed.

Mr. Athanaïl has advised that the Unit owner has concerns regarding the work, work that is proposed and will be undertaken by the tenant of the Unit. I note the following:

1. The Condominium must have the approval of the Unit Owner for the work to proceed and the Alteration Agreement between the Unit Owner and the Condominium is the vehicle for the Owner to provide its approval to the Condominium.
2. The Tenant has advised and agreed to indemnify the Unit Owner, and the Condominium, with regard to the work.
3. I believe that you may be aware that the proposed work will be an improvement to the Unit and that proposed work is in keeping with the character of Museum Tower Condominium, and is not unusual in any way from many renovations done in many other Units.
4. Finally, Museum Tower Condominium, is willing to work with the Tenant directly with regard to all matters of the proposed work but the Condominium can not do so without the executed alteration agreement with the Unit Owner.

Please call me so we may discuss the matter, or e-mail me with your contact information and a time that you are available.

Thank you.

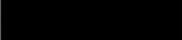
John G. Carpentieri

Douglas Elliman Property Management

675 Third Avenue

New York, NY 10017

Voice 

efax 

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