

To: jeevacation@gmail.com[jeevacation@gmail.com]
From: Jennie Saunders
Sent: Tue 10/19/2010 9:43:47 PM
Subject: Fw: Museum Tower - 50A
715407_1 (2).DOC

Title: Fw: Museum Tower - 50A

CORE: Jennie Saunders | Founder & Chairman | 66 East 55th Street New York NY 10022 | Main: [REDACTED] | Mobile: [REDACTED]
[REDACTED]

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

From: Carpentieri, John <[REDACTED]>
To: Athanail, Nicholas <[REDACTED]>; Jennie Saunders <[REDACTED]>
CC: [REDACTED]
[REDACTED] John Spellmon

Sent: Mon Oct 18 15:51:04 2010
Subject: Museum Tower - 50A

N <<715407_1 (2).DOC>> ie,

Counsel for the Condominium has replied and advises that the mark-up you prepared is absolutely not acceptable.

Below is a copy of his response, along with a copy the referenced acknowledgement, also attached.

Please contact me directly. I believe that if I may speak directly with the Unit Owner I may be able to explain a few points that seem to be the cause of concern:

1. That the formal relationship is and must be between Him and the Condominium.
2. That the Tenant has offered to fully indemnify the Unit Owner.
3. That the scope of work is in no way unusual, and such a renovation at this time in Unit 50A might be considered expected, necessary and appropriate at Museum tower Condominium (although still requiring the alteration agreement)
4. Museum Tower Condominium is willing to work directly with the tenant on all aspects of the work and job, but, must have the approval of the Unit Owner to do so.

Again, please call me.

Thank you.

Text of Counsel's response:

Their mark-up is simply not acceptable.

The Condominium has a relationship with the Unit Owner, not the tenant. The alterations agreement must be between the Condominium and the Unit Owner, not with the tenant. The Unit Owner remains liable and responsible to the Condominium should anything go awry; while, as between the Unit Owner and the tenant, the Unit Owner can try to shift whatever obligations it desires to the tenant, that is of no concern or relevance to the Condominium. Simply put, the Condominium must use its standard alterations agreement, and have the Unit Owner sign it. In addition, the Condominium should have the tenant sign a very simple acknowledgment that it has read the alterations agreement and the Condominium's alterations requirements, and agrees to comply with them, but that's it as between the tenant and the Condominium. Again, whatever agreements the Unit Owner and the tenant have between them are irrelevant to the Condominium, and the Condominium need not (and should not) know anything about them.

I will email you the simple acknowledgment letter separately.

Aaron Shmulewitz, Esq.

Belkin Burden Wenig & Goldman, LLP

270 Madison Avenue

New York, New York 10016



John G. Carpentieri

Douglas Elliman Property Management

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