

KYROUS REALTY GROUP, INC.

263 West 38th Street ♦ Suite 15E ♦ New York, NY 10018

Phone: 212.302.1500 ♦ Fax: 212.302.3855

Chatham 44 Condominium. – Alteration Policy

The following documents must be submitted to the office of the managing agent; Kyrous Realty Group, Inc., 263 West 38 Street, Suite 15E, New York, NY 10018.

1. Completed & Signed Alteration Agreement. A fully executed Agreement will be returned to you upon Board approval.
2. Three full sets of architectural plans plus PDF drawings on a flash drive.
3. Processing Fee: \$300.00 – Please make check payable to Kyrous Realty Group, Inc. (non-refundable)
4. Alteration Deposit: \$10,000.00–Please make check payable to Chatham 44 Condominium. The Board reserves the right to request additional deposit based on scope of work.

Upon approval and prior to commencement of work, the following documents must be submitted.

1. Contractor's Certificate of Insurance: See Alteration Agreement–Exhibit A for insurance requirements.
2. Completed Indemnification Agreement signed by contractor(s).
3. Copy of contractor(s) license.

Additional Terms and Conditions

Please note that the shareholder performing alterations will be responsible for any clean up costs incurred by the building if the contractor fails to adhere to the building's construction clean-up rules.

Chatham 44 Condominium

STANDARD ALTERATION AGREEMENT

This Agreement, made as of this _____ day of _____, _____ between Chatham 44 Condominium (the "Condominium") with an address c/o Kyrour Realty Group, Inc. ("Managing Agent" or "Management")) and _____ (the "Unit Owner") having a mailing address of _____.

WITNESSETH

WHEREAS, the Unit Owner hereby requests permission to make/install the equipment and/or make the alterations in Unit # _____ (the "Unit") at 464 West 44th Street, New York, NY 10036 as described in the accompanying plans and specifications (the "Work");

WHEREAS, in order to obtain the Condominium's consent for the Work as required under Article 6 of the by-laws of the Condominium (the "By-laws"), the Unit Owner agrees to comply with the terms of the By-laws and the obligations and policies of the Condominium, including but not limited to, applicable House Rules as well as the terms of this Agreement.

NOW, THEREFORE, in consideration of the covenants contained herein and other good and valuable consideration the receipt and legal sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Unit Owner's Submissions. Unit Owner herewith delivers to the Condominium:
 - a. Detailed plans, specifications and drawings of the Work, including a room-by-room list of all alterations to be undertaken, and, if required by the Condominium, detailed plans and specifications (the "Plans") prepared by a licensed architect or engineer (if the nature of the alteration so requires), which shall not be modified by the Unit Owner after they are approved by the Condominium's architect or engineer (the "Condominium's Engineer") without the Condominium Engineer's subsequent approval.
 - b. The Unit Owner must submit a final approved set of plans and specifications prior to the start of construction.
 - c. A check in the amount of \$10,000.00 made payable to **Chatham 44 Condominium** with respect to the security payable in connection with this Agreement.

- d. A check in the amount of \$300 payable to Kyrour Realty Group, Inc., the managing agent ("Managing Agent" or "Management") for the Building as a processing fee in connection with this request for the Work.

2 Condominium's Review of Work as Proposed. Unit Owner acknowledges that the Condominium's Engineer, may at Unit Owner's expense, (a) review the Plans for the Work; (b) the resident manager and/or the Architect may from time to time observe the Work to ensure that the Work conforms to the approved Plans and is otherwise in conformity with the requirements of this Agreement. Unit Owner shall provide access to the Unit, from time to time, to permit the Condominium's Engineer, the Managing Agent, the resident manager of the Building, or any other person the Condominium may authorize, to observe and inspect the Work.

Unit Owner shall make all corrections specified by the Condominium as a result of such inspections, necessary to bring the Work into conformity with the Plans. The Condominium's failure to inspect shall not be considered a waiver of the Unit Owner's obligation to comply with this Agreement and the approved Plans. The Condominium shall notify the Unit Owner as to when inspections will be required.

Unit Owner shall promptly correct all Work (whether or not such work is fabricated, installed or completed) rejected by the Condominium because of its failure to conform to the Plans and specifications previously approved by the Condominium or with the requirements of this Agreement or the laws, rules, orders or regulations of any governmental authority having jurisdiction over the Building or which violates any policy of insurance maintained by the Condominium. Unit Owner shall bear all costs of correcting such rejected Work or any portion thereof, including, without limitation, the compensation for additional services to the Condominium of any architect, engineer or other required professional made necessary thereby.

There will be no deviation from the Approved Plans. All work will be performed strictly in accordance with the approved plans and specifications. The Unit owner agrees that no substantive amendments to the approved plans and specifications or any changes of any kind in the scope in the proposed alterations shall be made without the written approval of the Board of Managers. If any work other than as described herein is contemplated, plans and specifications for such changes must be submitted to Kyrour Realty Group, Inc., for approval in accordance with the terms hereof. In the event appropriate plans and specifications are not submitted, Kyrour Realty Group, Inc. reserves the right to stop the entire job.

3 Pre-Conditions to Commencement of Work by Unit Owner. Unit Owner agrees:

- a. Prior to commencing any Work, to provide the Condominium with complete and conformed copies of every agreement made with all contractors, subcontractors and suppliers, and any person or entity

performing any portion of the Work and to promptly furnish copies of any changes, amendments or modifications of agreements and also to provide license information for electricians and plumbers and any other contractor required to be licensed by any governmental authority having jurisdiction over the Work.

- b. If required by laws, rules, orders or governmental regulations or the Condominium's Engineer, to file plans, forms or applications (including without limitation any asbestos-related forms filed in support of any applications) with and to procure the approval, permits, licenses, consents of all governmental agencies having jurisdiction over the Work including, but not limited to, the New York City Buildings Department, the Board of Fire Underwriters and the Landmarks Preservation Commission, and, not more than ten (10) business days after receipt of such approval and as a condition to commencing Work, to deliver to the Condominium a copy of every permit or certificate issued not less than seventy two (72) business hours before such Work is to commence. The determination of the Condominium's Engineer as to the need for any such approval shall be conclusive.
- c. At the completion of the Work, the Unit Owner will deliver to the Condominium an amended certificate of occupancy and a certificate of the Board of Fire Underwriters, if either be required, and such other proof as may be necessary to indicate that all Work has been done in accordance with all applicable laws, ordinances and government regulations, together with a statement from the architect or engineer who signed the Unit Owner's Plans that the Work has been executed in accordance with those Plans. If an amended certificate of occupancy or certificate of the Board of Fire Underwriters is not required, the Unit Owner's Engineer must submit a statement to that effect. The determination of the Condominium's Engineer as to the need for an amended Certificate of Occupancy shall be conclusive.
- d. To procure from Unit Owner's contractor or contractors the insurance policies described in Exhibit "A" attached hereto, which policies shall name the Condominium, the Condominium's officers, managers (individually and as agent for and on behalf of all unit owners), unit owners, the Managing Agent, and Unit Owner, as parties insured. Such policies shall provide that they may not be terminated until at least ten (10) days after written notice to the .Managing Agent.

All such policies or certificates evidencing the issuance of the same shall be i) with companies licensed to do business in New York State and that are reasonably acceptable to the Condominium, and ii) delivered to the Condominium at least seventy two (72) business hours before the Work commences.

- e. To provide a list of the power tools expected to be used in the plans and specifications for the work. The Condominium reserves the right to prohibit or to limit the use of certain tools to certain hours so as to minimize disruption to other residents of the building. (No reciprocating hammers are permitted at any time.)

4 Unit Owner to Give Notice of Actual Commencement of Work. After the Managing Agent has notified the Unit Owner that the Board has indicated that the Work may commence, the Unit Owner shall notify the resident manager and the neighbors above, below and on either side of the Unit Owner by written note, distributed at least one week before commencing the Work, informing them of the nature and duration of the Work (See Exhibit O for a sample note).

Duration of the work is referred to in Paragraph 12 of this Agreement.

The Work shall be discontinued immediately should the Condominium deem that the Work is creating a disturbance to other occupants of the building or causing any interruption of the normal operation of the Building. At the request of the Board, the Unit Owner will notify the resident manager in advance of the date and time of any anticipated noisy work to allow Management to alert the neighboring residents.

If the Work is not commenced within sixty (60) days of the execution of this Agreement, the consent granted hereunder shall become null and void. The Unit Owner may request an extension in writing, and approval hereto may be granted at the sole discretion of the Board of Managers.

5 Work Done at Unit Owner's Risk. Any damage to the Unit or other areas of the Building, including, but not limited to, the common structure, infrastructure, mechanical systems equipment, elevators, doors and finishes of the Building, caused by or resulting from the Work, shall be covered by the insurance coverage required of Unit Owner and Unit Owner's contractor(s) or subcontractor(s), as the case may be. However, the existence of such insurance shall not relieve Unit Owner of liability thereof. If the Condominium or its resident manager or its Managing Agent advises Unit Owner of any damage, which in the Condominium or its Managing Agent's opinion, was caused by the Work, Unit Owner shall promptly submit such claim to Unit Owner's insurance carrier and to Unit Owner's contractor(s) or subcontractor(s) for submission to their insurance carrier, as appropriate. Unit Owner shall use its best efforts to cause its contractor(s) and subcontractor(s) likewise to use their best efforts, to cause any insurance carrier insuring Unit Owner or Unit Owner's contractors or subcontractors to expeditiously review and resolve claims for which such parties are responsible under

this Agreement or otherwise.

6 Indemnification by Unit Owner. Unit Owner hereby indemnifies and holds harmless the Condominium, its Board of Managers both individually and as agents for and on behalf of all unit owners, the Condominium's Engineer and employees, the Managing Agent, and all Unit Owners and residents of the Building against any damages suffered to persons or property as a result of the Work. Unit Owner shall reimburse the Condominium, the Condominium's Engineer, Managing Agent, and other Unit Owners and residents of the Building for any losses, costs, fines, fees and expenses (including, without limitation, reasonable attorney's fees and disbursements) incurred as a result of the Work and/or the Unit Owners or any contractors or consultant's failure to conform with this Agreement or any law or ordinance and which may be incurred by the Condominium in the defense of any suit, action, claim or violation in connection with the Work or the abatement thereof.

7 All Costs Associated with Work Done at Unit Owner's Expense. Unit Owner accepts sole responsibility for the Work and for all costs in connection with the Work. If the Condominium obtains legal, engineering or architectural advice either prior or subsequent to granting permission for the Work, Unit Owner agrees to reimburse the Condominium, on demand, for any fees (including, without limitation, attorney's fees) incurred.

Unit Owner understands and agrees that all costs of labor, equipment and materials incurred by the Condominium, shall be charged to Unit Owner. This includes, among other things, (a) costs for the review of proposed work by the Condominium's Engineer to ensure that Work is being performed strictly in accordance with the plans and with normally accepted standards and that the Work meets all governmental requirements; (b) costs incurred for additional personnel, maintenance or service; (c) to the extent that any regular building personnel are required to render services as a result of the Work, the expense of such time, including, without limitation, any wages, overtime and additional payroll taxes and benefits; (d) in the event of property damage to the building or any property of any Unit Owner, the cost of all repairs; (e) any costs associated with a suspension of work or shut-down at the direction of the Condominium or Condominium's Engineer;

8 Unit Owner's Contractor to Cooperate with Building Labor. All of Unit Owner's contractors and subcontractors shall employ only such laborers as shall not conflict with any of the trade unions employed in the Building or otherwise cause disharmony with any Building service union. The Contractor shall acknowledge this Agreement and agrees to and shall cause all subcontractors to abide by all of the rules and regulations of the Condominium. The Contractor shall provide his cellular or beeper number in case the resident manager of the Building should have any reason to contact him/her during the progress of the Work. Failure to comply with this requirement shall result in said contractor being prohibited from performing any Work in the Building until such time as such information is provided. The Unit Owner shall provide the contact information for the contractor and their representative, (project manager), responsible

for the day-to-day work. The resident manager will have access to the Unit at all times without notice to perform periodic inspections. The Unit Owner or Contractor must contact the resident manager and request an open wall inspection prior to any walls being closed in order to inspect new plumbing, electrical and HVAC modifications.

All work that requires a temporary shutdown, that being a shutdown of the water, heating, gas or electrical system affecting the common element areas in the Building must be scheduled with the resident manager following approval by the Condominium or Management. At least seven (7) working days advance notice is required for any shutdown. Shutdowns may not exceed five (5) hours in duration. No work that requires shutdown of the heating or cooling system will be permitted during the heating or cooling season, as applicable. Any shutdown exceeding this time limit may result in the consent for such work being revoked. Any shutdown required for longer than five (5) hours shall be permitted solely at the Condominium's discretion which permission may be withheld for any reason or no reason.

The Unit Owner acknowledges that the Unit Owner has been advised that no workmen will be permitted in the building without the express, prior authorization of an authorized representative of Kyrous Realty Group, Inc. The Unit Owner must provide the resident manager with a list of the workmen expected to be admitted to the building by name and type of work they are to perform as well as their union affiliations. All workmen must have proper identification and otherwise comply with building security procedures. The Unit Owner further acknowledges that, prior to entering the building each day; the Unit Owner's workmen will be required to sign in and out of a daily log as well as present photo identification.

9 Designation of Architect/Engineer. The Unit Owner acknowledges that the Condominium may designate an architect or engineer, who shall, at the Unit Owner's expense, based upon the architect's or engineer's hourly rate, (a) review plans and specifications for the alterations in regard to how the intended work may affect the common elements of the Building and the use, security, safety, enjoyment by other Unit Owners of the Building, and (b) from time to time observe the Work to insure that all work conforms to plans and specifications previously approved and is otherwise in conformity with the requirements of this Agreement, and that no conditions have been created by the Work which create a hazard or environment which is harmful to the health of individuals working or residing in the building or to the structural integrity of the building or the systems therein or is in violation of laws, orders or regulations of any governmental agency having jurisdiction. The Unit Owner agrees to provide access to such architect or engineer or any successor thereto as well as to Management and its agents (including, without limitation, the Condominium's Resident Manager) to observe the Work from time to time and undertake to make all corrections specified by the Condominium as a result of nonconformance with plans and specifications or as the result of a condition described in the preceding sentence. Such observation visits will be scheduled on the following occasions:

- a. Prior to any demolition Work
- b. Prior to inspections, testing or approvals as required by any public authority having jurisdiction over any portion of the Work
- c. Prior to the enclosure or obstruction of any concealed or inaccessible portions of the Work
- d. Prior to any other stage in the progress of the Work, which has been designated for observation by the Condominium's Engineer in its review of the Unit Owner's plans and specifications.
- e. The Resident Manager or Condominium Engineer shall make reasonable efforts to observe the Work within five (5) working days after receiving a request for an observation visit. The Unit Owner shall not proceed until Work has been observed and approved in writing by the Resident Manager or the Condominium Engineer. If any portion of the Work should be covered contrary to the request of the Resident Manager or before the Resident Manager is notified and permitted to inspect, the Unit Owner shall cause the enclosure to be uncovered at the Unit Owner's expense for observation by the Resident Manager and thereafter replaced at the Unit Owner's expense.

10 Unit Owners Responsibility for Consequences of Work. All workmen must conduct themselves in a professional manner and comply with the Condominium's House Rules and other policies and procedures of Chatham 44 Condominium. No workman may lounge or smoke in the common areas of the building or on the sidewalk directly in front of or adjacent to the building. Unit Owner and any successor-in-interest assume(s) all risks of damage to the Building including its mechanical or electrical systems and to persons and property in the Building which may result from or be attributable to the performance or existence of the Work and the maintenance and repair of any alterations and installations in the Unit after completion. This responsibility inures to all successors and assigns of Unit Owner and runs with the Unit. Further, this obligation supersedes any conflicting provisions of the Condominium's governing documents regarding, among other things, the responsibility for repairs and covers all aspects of the Work, whether or not structural, including without limitation, weather-tightness of windows, exterior walls or roofs, waterproofing of every part of the Building directly or indirectly affected by the Work, and the maintenance of all Work, including, without limitation the heating, plumbing, air-conditioning and other equipment installed or altered pursuant hereto. If the operation of the Building, or any of its equipment or access to any concealed common elements, is adversely affected by the Work, Unit Owner, when so advised, shall promptly remove or correct the cause of the problem as determined by the Condominium. Unit Owner agrees that, among other things, any tiling, walls, air conditioning units, decking, pavers, carpeting, fences, terrace plantings and/or structures, wherever located in the Building or the Unit, may be removed by the Condominium for the purpose of repairs, upkeep or maintenance of the Building, at the sole expense of the Unit Owner. Removal shall be at Unit Owner's sole cost and expense and the Condominium assumes no responsibility for the replacement of same

except to the extent caused by the Condominium's gross negligence. If the Unit Owner does not promptly remove or correct the problem, the Condominium may have the problem corrected and the Unit Owner shall be liable for all costs and expenses incurred therein.

As part of the review, the Condominium may require that additional work be done to correct existing conditions in violation of current policies and/or which are detrimental to the Building's systems or integrity.

Examples include, without limitation, issues related to electrical capacity and shutoff access, plumbing shut-off valve accessibility, radiator valve conditions, plumbing branch line conditions, existing gas lines, structural changes that may require additional waterproofing or fireproofing, and condition of windows. Unit Owner agrees to include this work with approved alterations.

11 Prohibited Construction Methods. Unit Owner recognizes that there will be no change in the operation of the Building's heating system, ventilation system or air-conditioning system, if any, to facilitate the functioning of any heating or air-conditioning units Unit Owner may be installing. Unit Owner will not interfere or permit interference with the Building's intercom system, gas, electric, plumbing or any other service. Unit Owner agrees that exterior masonry walls shall not be penetrated without advance expressed written permission by the Condominium. If built-in cabinetry is to be installed around heating and/or air conditioning equipment, full access to all valves and controls must be maintained. Removal and replacement of built-ins which impedes access to areas or installations requiring repair will be charged back to Unit Owner.

The use of jack hammers and other tools generating excessive sound and/or vibrations are strictly prohibited. In addition, cutting, chopping or channeling of the floor or ceiling slab is strictly prohibited. The use of lacquers for walls and cabinets is prohibited.

12 Completion of Work. The Unit Owner shall use the Unit Owner's best efforts to ensure that the Work is completed expeditiously, but in any event all Work shall be completed within 150 work days, or such other period approved by the Condominium in writing, from the date of commencement of the Work (the "Completion Date"), as evidenced by the written notification of approval from the Condominium. The Condominium expresses no opinion regarding the feasibility of completion of the Work within this time period. If the Work shall not have been completed by the Completion Date or upon any other breach hereunder, the Condominium shall be (a) permitted to stop all work, (b) revoke its consent to the Work, (c) cause to be withdrawn any permits for the Work; and (d) entitled to apply, from the security funds provided pursuant to paragraph 1(b) of this Alteration Agreement, the sum of \$500 per work day up to 30 days and \$1000 for each work day thereafter that the Work remains incomplete. These amounts are acknowledged to be liquidated damages, and not a penalty, to compensate the Condominium and the Condominium's Unit Owners for the costs and inconvenience of the continuation of the Work, it being understood that the damages caused by continuation of the Work would be difficult to determine. The Condominium's

application of the security funds provided pursuant to paragraph 1(b) of this Agreement as aforesaid shall be without prejudice and in addition to all other remedies the Condominium may have. If the security funds provided pursuant to paragraph 1(c) are applied, the Unit Owner agrees to pay an amount equal to the amount(s) so applied upon demand and to pay all amount(s) due under this paragraph to the Condominium within seven (7) days of demand. Any unpaid sums will remain on the Unit Owner's account until paid in full. Any unpaid amounts shall be deemed additional rent under the terms of the By-laws.

13 Work Hours and Noise. The Work shall be performed, only between the hours of 9:00 AM and 4:00 PM, Monday through Friday. However hammering or any other noisy work which may disturb other residents shall not be performed before 10:00 a.m., Monday through Friday. Working past 4:00pm will result in a reduction of work time the following work day. The Condominium shall be the sole arbiter should there be any doubt as to noise levels which may be disturbing. In the event any construction activity has been found to or is believed to disturb other residents, the Condominium reserves the right to further limit the hours during which such work may be performed. Under no circumstances shall any work whatsoever be performed on Saturdays, Sundays or legal holidays.

14 Unit Owner's Security Deposit. As security for the faithful performance and observation by Unit Owner of the terms and conditions of this Agreement, Unit Owner has deposited the sum indicated in paragraph 1(c) with the Condominium. In the event that Unit Owner or persons engaged by Unit Owner to perform the Work causes any loss, cost or expense to the Condominium, including without limitation any loss, cost or expense arising from or relating to (a) the fees of the Condominium's Engineer to review the plans and specifications or to review from time to time the progress of the Work; (b) the fees of the Condominium's attorneys engaged in the event of Unit Owner's breach or alleged breach of the provisions of this Agreement, or otherwise in connection with the Work; (c) damage to the carpeting or wallpaper in the Building's hallways or to any common area (including without limitation, the cost of cleaning, shampooing, painting or repairing the same if soiled or otherwise damaged); (d) delays in completion of the Work, as more specifically referred to in Paragraph 12 of this Agreement, or (e) any other expenses incurred by the Condominium in connection with any complaints or breach of this Agreement, Unit Owner agrees that the Condominium may use, apply or retain the whole or any part of the security so deposited and the interest earned thereon, if any, to the extent required for the payment thereof. If the deposit is diminished, Unit Owner shall replenish it to the full amount within five(5) days after written demand. Unit Owner's failure to so replenish the security deposit shall be a material breach of this Agreement and shall entitle the Condominium to stop the Work, and/or exercise any remedies it has hereunder. If Unit Owner shall comply with all of the terms and conditions of this Agreement, the security deposit shall be returned to Unit Owner. Notwithstanding anything to the contrary the deposit held by the Condominium shall not in any way limit the Unit Owner's liability hereunder.

15 Accessibility. Unit Owner agrees that all water, steam, and gas valves will be reasonably accessible. No portion of the Work should enclose such valves, unless

an access door, panel or other opening makes them accessible. All valves have to be marked on plans submitted to Managing Agent.

16 Use of Public and Common Areas During Work. Unit Owner will not allow the halls, sidewalks, courtyards and other public areas to be used for the storage of building materials or debris and agrees that the floor of the back halls to be used in connection with the Work will be covered with Masonite during the Work. If the Work mars or damages the back hall, stairs, or elevators or any other part of the Building, the Condominium may repair them at Unit Owner's expense upon the completion of the Work. Prior to commencement of any work in the Unit, the door from the Unit into the hallway shall be sufficiently sealed inside the Unit to prevent dust infiltration into Building hallways.

Prior to any deliveries or any other activity, which may interfere with the security of the building, the Unit Owner will obtain approval from the resident manager at least 48 hours in advance of such activity. The Unit Owner agrees to reimburse Chatham 44 Condominium, for any wages or related expenses incurred in connection with the building's right to maintain security by posting a building employee or a professional security person at building locations during such activity.

Unit Owner will take or cause their contractors to take all precautions necessary to prevent damage to the floors, walls, doors, windows, carpeting and wallpaper in the Building's hallways, elevators (including the doors and appurtenances) and to other common areas during the progress of the Work. If Unit Owner shall fail to promptly perform any repair, Unit Owner shall promptly pay all bills for such repairs performed by the Condominium. The Unit Owner will take or cause their contractor to take all required precautions to protect the public hallways of the Building on a daily basis when work is taking place. The contractor will be required to properly protect public halls outside of the Unit affected each day and remove the protection at the end of each day that work takes place. It is the Unit Owner's responsibility to insure that precautions are taken to prevent dirt and dust from permeating other areas of the building during the work. If, at the Condominium's discretion, dirt and/or dust do affect other areas of the Building, the Condominium may have the areas cleaned and the Unit Owner will reimburse the Condominium for all costs and expenses incurred therewith.

The contractor will also be responsible for properly covering all Building exhaust vents within the unit where work is taking place to prevent large amounts of dust and odors from entering the exhaust system.

All materials and rubbish will be placed in barrels or bags before being taken out of the Unit and the building. In no event shall any materials or bags of rubbish be placed, maintained or stored in the common areas of the Building or outside the Building or in its environs and nor shall any "street containers" or "dumpsters" for the storage of rubbish be placed, maintained or stored outside the Building or in its environs without the Condominium's prior written consent on such terms and conditions as the Condominium may prescribe. Removal of rubbish shall be allowed only as instructed by the Resident Manager. All rubbish removal shall be done at the end of every working

day and shall be supervised by the Contractor. The service hallway will be vacuumed, cleaned and mopped, before 12:00 p.m. and again at the end of each workday and as otherwise necessary, by the Contractor's personnel. Following removal of rubbish, any areas in or around the building soiled in the course of such removal shall be thoroughly cleaned. . No materials, including tools, may be stored overnight without the written consent of the resident manager

The Unit Owner recognizes that only the service elevator or such other elevator designated by the resident manager of the building may be used (a) by the Contractors, (b) to transport any materials or equipment to or from the Unit, and (c) to remove rubbish from the Unit. No materials will be taken on top of any elevator cabs. No materials may be hoisted without the written consent of the resident manager. The service or other such elevator designated by the resident manager shall be available for such purposes only at such times as the resident manager of the building may direct.

17. Unit Owner to Maintain Certain Safety Precautions. Unit Owner agrees that functioning fire extinguishers and smoke alarms will be maintained in the Unit during the Work. Unit Owner agrees that the Work shall not block access to any fire exits in the Building. Unit Owner shall have smoke detectors installed within 15 feet of every sleeping area on the ceiling or wall pursuant to Local Law 62 of 1981 of the City of New York, and Unit Owner shall request installation of window guards if a child or children 10 years old or under lives or resides in the Unit pursuant to Section 131.15 of the New York City Health Code.

18. Unit Owner to Control Refuse, Dirt, Dust, Lead Based Paint, etc. All precautions will be taken by Unit Owner to prevent dirt and dust from permeating other parts of the Building during the progress of the Work. Materials and rubbish will be placed in barrels or bags before being taken out of the Unit. All such barrels or bags, rubbish, rubble, discarded equipment, empty packing cartons and other materials will be taken out of the Building and removed from the Unit at Unit Owner's expense. Unit Owner recognizes that only the service elevator may be used for such removal and only at such times as the superintendent of the Building may direct. Unit Owner shall not permit any dumpster or garbage container to be left in front of the Building at any time. . Contractor is responsible for arranging trash pick-up times with the resident manager

If, at the discretion of Cooper Square Realty, Inc., dirt and/or dust do affect other areas of the building, the Board may have the areas cleaned and the Unit Owner will reimburse Cooper Square Realty, Inc. for all costs and expenses.

19. Unit Owner to Comply with Laws, etc. Unit Owner shall not do or permit any act or thing to be done contrary to law, or which will invalidate or be in conflict with any provision of any liability, multi-peril casualty or other insurance policies carried by Unit Owner or for Unit Owner's benefit. Unit Owner shall comply with all federal, state and local laws, rules and regulations pertaining to asbestos and other hazardous material, as the same have been or may be promulgated, supplemented or amended from time to time prior to and during the abatement-work.

20 Acceptance of Responsibility by Unit Owner and Unit Owner's Successor in Interest.

- a. The Unit Owner releases the Condominium, the Managing Agent, the Board of Managers, individually and as agents for all unit owners, Condominium's agents and employees from any liability for damage to the portions of the Building or the Unit affected by the Work which may occur in the performance of building maintenance repairs. The Unit Owner accepts sole responsibility for the Work and costs in connection with the maintenance, repair, restoration or replacement of any portions of the Unit affected by the Work, and acknowledges that such responsibility shall pass to the Unit Owner's successor-in-interest.
- b. Unit Owner or Unit Owner's successor-in-interest (i) shall advise each subsequent successor in interest of Unit Owner's interest in the Condominium Unit of the Work undertaken by the Unit Owner and the Purchaser's obligations under this Agreement; (ii) shall provide copies of the Plans and this Agreement to the successor in interest; (iii) shall waive any claim or cause of action against the Condominium, the Board of Managers both as individuals and as agents for all unit owners or the Managing Agent, for advising a potential Purchaser of the obligations of the owner of the Unit under this Agreement, (iv) have the Assumption of Alteration Agreement, in substantially the same form annexed as Exhibit B, executed by any successor-in-interest.

21 Work is of Unit Owner's Sole Design. Unit Owner recognizes that by granting consent to the Work, the Condominium does not express any opinion as to the design, feasibility or efficiency of the Work.

22 Liens In case a mechanic's lien against the building shall be filed purporting to be for labor or materials furnished or delivered at the building or Unit to or for the Unit Owner shall within 30 days of the placement of such lien cause such lien to be discharged by payment, bonding or otherwise. If in addition to its other rights and remedies hereunder, cause such lien to be discharged by payment, bonding or otherwise, without investigation as to the validity thereof or of any offsets or defenses thereto, and shall have the right to collect, as additional rent, all amounts so paid and all costs and expenses paid or incurred in connection therewith (including reasonable attorney's fees and disbursements) together with interest thereon from the time or times of payment.

23 Miscellaneous. This Agreement may not be changed orally. This Agreement shall be binding on legal representatives, successors and authorized assigns. Captions are for the purposes of convenience of reference only and are not to be considered in interpreting this Agreement.

The use of the singular shall be deemed to include the plural, and vice versa, whenever the context so requires. If more than one person or entity is the Unit Owner, their obligations hereunder shall be joint and several.

24 Unit Owner's Breach and Condominium's Remedies.

UNIT OWNER'S FAILURE TO COMPLY WITH ANY OF THE PROVISIONS HEREOF SHALL BE DEEMED A BREACH OF THE CONDOMINIUM'S GOVERNING DOCUMENTS AND IN ADDITION TO ALL OTHER RIGHTS, THE CONDOMINIUM MAY ALSO SUSPEND THE WORK AND PREVENT WORKERS FROM ENTERING THE BUILDING OR THE UNIT OWNER'S UNIT FOR ANY PURPOSE OTHER THAN TO REMOVE THEIR EQUIPMENT. IN SUCH EVENT, THE CONDOMINIUM MAY ALSO REVOKE PERMISSION FOR UNIT OWNER TO UNDERTAKE THE WORK ANY DEVIATION FROM THE WORK APPROVED IN THIS ALTERATION AGREEMENT SHALL VOID IN ITS ENTIRETY THE PERMISSION GRANTED HEREIN AND TO THE EXTENT APPLICABLE SEEK THE WITHDRAWAL AND/OR REVOCATION OF ANY PERMITS ISSUED IN CONNECTION WITH THE WORK.

25 Permission. By executing this Agreement the Condominium is granting permission to the Unit Owner to perform the Work pursuant to the Plans and this Agreement. This permission can be revoked at any time on written notice to the Unit Owner as a result of Unit Owner's or its agent's violation of the terms of this Agreement. The Condominium also agrees to perform its obligations under this Agreement

By: _____
Unit Owner (s)

Chatham 44 CONDOMINIUM

By: _____
Authorized Officer/Managing
Agent

**Chatham 44 Condominium
Decorative Alteration Agreement**

Date _____

Re: Unit No. _____

Board of Managers
c/o Kyrous Realty Group, Inc.
263 West 38th Street, suite 15E
New York, NY 10018

To Whom it May Concern:

I hereby request permission to redecorate my apartment as described in the attached document, the Apartment Decorating Agreement Application (hereafter collectively referred to as the "work"), in the above apartment.

If such permission be granted:

1. I agree, before any work is begun:

(a) To provide you with a complete and conformed copy of every agreement made with contractors and suppliers.

(b) To procure from my contractor, or contractors:

(i) Comprehensive personal liability and property damage insurance policies, each in the amount of \$1,000,000.00, which policies name the Chatham 44 Condominium (the "Condominium"), Kyrous Realty Group, Inc. (the "Managing Agent"), as well as myself, as parties insured. Such policies shall provide that they may not be terminated until at least ten days after written notice to you; and

(ii) Workmen's compensation and employees liability insurance policies, covering all employees of the contractor, contractors or subcontractors.

All such policies, or certificates evidencing this insurance, shall be delivered to you.

(c) To procure from my contractor or contractors a written agreement in the form of Exhibit A.

(d) To provide you with a security deposit in the amount of **\$2,500** as security for my obligations hereunder. The Condominium shall be the sole arbiter in the determination of charges to be deducted from this deposit.

(e) To provide you with a check in the sum of **\$300.00** payable to the Kyrous Realty Group, Inc., as a processing fee in connection with this request and the Work, if applicable.

2. It is understood that:

(a) I assume all risks of damage to the building and its mechanical systems, and to persons and property in the building, which may result from or be attributable to the work being performed hereunder and all responsibility for the maintenance and repair of any alterations and installations after completion. This responsibility covers all work, whether or not structural, weather tightness of windows, exterior walls or roofs, waterproofing of every part of the building directly or indirectly affected by the work, and maintenance of all heating, plumbing, air-conditioning and other equipment installed or altered pursuant hereto. If the operation of the building, or any of its equipment, is adversely affected by the work, I shall, when so advised, promptly remove the cause of the problem.

(b) I recognize that there will be no change in the operations of the building's heating system to facilitate the functioning of any heating units I may be installing.

(c) The alterations and materials used shall be of the quality and style in keeping with the general character of the building.

(d) I undertake to indemnify you, the Condominium, the Managing Agent and tenants or occupants of the building for damages suffered to person or property as a result of the work performed hereunder, whether or not caused by negligence, and to reimburse the Condominium for any expenses (including, without limitation, reasonable attorneys' fees and disbursements) incurred as a result of such work.

3. All permitted work shall be completed expeditiously and all work must be completed within 30 days. In the event the work is not completed within such period, I shall pay to the Condominium \$100 per day for each calendar day that the work remains incomplete.

4. No work shall be done, except between the hours of **9:00 A.M. and 4:00 P.M.**, Monday through Friday. No work shall be done on Saturdays and Sundays or holidays.

5. All precautions will be taken to prevent dirt, dust and odors from permeating other parts of the building during the progress of the alteration. If, at the Condominium's discretion, dirt, dust and/or odors affect other areas of the Building, the Condominium may take such steps as it determines to be necessary to clean or sanitize the affected areas and the unit owner will reimburse the Condominium for all costs and expenses. Materials and rubbish will be placed in barrels or bags, before being taken out of the apartment. All such barrels or bags, rubbish, rubble, discarded equipment, empty packing cartons and other materials will be taken out of the building and removed from the premises at my expense. I recognize that the elevator may only be used for such removal at such times as the Resident Manager of the building may direct. If the convenience of other tenants requires that the elevator be operated on an "overtime" basis, I shall reimburse you for any wages or related expenses incurred in connection therewith.

6. I recognize that by granting consent to the work, you do not profess to express any opinion as to the design, feasibility or efficiency of the work.

7. My failure to comply with any of the provisions hereof shall be deemed a breach pursuant to which your consent has been granted, and, in addition to all other rights, you may also suspend all work and prevent workmen from entering my apartment for any purpose other than to remove their tools or equipment.

8. This agreement may not be changed orally. This agreement shall be binding on you, me, and our personal representatives and authorized assigns.

9. I shall cause my contractors and/or workers to use safe work practices during the work and take precautions to prevent the spread of dust and debris, which may contain lead. Such practices shall

include (1) limiting access to the work area to only workers, (2) covering the work area with six mil polyethylene plastic or equivalent, (3) protecting the workers, (4) protecting my belongings by covering or removing them from the work area, (5) wetting the painted surfaces before disturbing the paint and (6) wetting the debris before sweeping. My contractors and/or workers may not use unsafe paint removal practices, including (1) open flame burning, (2) power sanding or sandblasting (unless a special vacuum attachment is used to contain dust), and (3) dry scraping more than a *de minimis* surface area (*de minimis* means an area of less than one square foot per room).

Annexed hereto is the "Work" document and a rider of ____ pages, which is made a part of this agreement.

Very truly yours,

Unit Owner

Unit Owner

PERMISSION GRANTED: _____

Unit. #

Chatham 44 Condominium

By: _____

Name:

Title:

EXHIBIT A

Date: _____

Board of Managers
Chatham 44 Condominium
c/o Kyrous Realty Group, Inc
263 West 38th Street, Suite 15E
New York, New York 10018

Re: Apartment # _____ (the "Apartment")

Unit Owner: _____ (the "Unit Owner")

Dear Sir/Madam:

This letter will confirm that the undersigned has (i) reviewed and fully understood the terms and provisions of an Apartment Decorating Agreement dated _____ (the "Agreement") between Chatham 44 Condominium (the "Condominium") and the Unit Owner and (ii) agrees to abide by the terms of the Agreement and the rules and regulations of the Condominium from time to time in effect.

The undersigned further agrees that it will not make any claim against, or seek to recover from the Condominium or the Condominium's other unit owners or their respective, servants, agents, partners, guests, licensees, invitees, tenants or employees (collectively, the "Indemnified Parties") for any damage to persons or property by the perils within the scope of the policies described in the Agreement unless the loss or damage is due to the carelessness or negligence of that Indemnified Party. The undersigned further agrees to defend, indemnify and hold harmless the Indemnified Parties and all other occupants of the building, against any and all liability, including legal costs and expenses on account of loss of life or injury to any person or damage to property, happening in or arising out of or in any way relating to the performance of the work unless such injury or loss of life or loss or damage to property is caused by the carelessness or negligence of that Indemnified Party.

Sincerely,

[Name of Contractor]

By: _____
Name: