

KYROUS REALTY GROUP, INC.

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

Phone: 212.302.1500 ♦ Fax: 212.302.3855

THE 285 WEST 110th STREET CONDOMINIUM—Alteration Policy

The following documents must be submitted via e-mail to carine@kyrousrealtygroup.com;

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.
3. Processing Fee: \$300.00 – Please make check payable to Kyrous Realty Group, Inc. (non-refundable)
4. Alteration Deposit: \$2,500.00—Please make check payable to The 285 West 110th Street 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

Minor alterations, including routine painting, cabinetry, floor sanding and refinishing do not require Board approval. However, you must submit the insurance certificates from all contractors performing work in your apartment.

The alteration deposit will be retained pending successful sign off from the NYC Department of Buildings as this may delay the issuance of the Final Certificate of Occupancy for the building.

Window Treatments

Please note that the Sponsor and Project Architect, FX Fowle, took great care and pride in creating the building's design. If you wish to install window coverings in your unit we recommend light neutral tones which would serve as an overall compliment to Circa's aesthetic. All window treatments must be approved by Building Management if not using the pre-approved options, listed below. For further information please contact our office.

1.) Sheer Weave Roller Motorized Roller Shades from Stylish Windows.

For reference, we have used 1% in bedrooms and 10% for living rooms. You are welcome to visit the model apartments in the building to see what the Sponsor has chosen. For additional information and to purchase please visit

<http://www.stylishwindows.com/> .

2.) Basic Solar Shades in White or Beige from The Shade Store. For additional information and to purchase please visit

<https://www.theshadestore.com/shades/solar-shades> .

ALTERATION AGREEMENT

This Agreement, made as of this ____ day of _____ 20____ between The 285 West 110th Street Condominium with an address c/o Kyrour Realty Group, 263 West 38 Street, Suite 15E, New York, NY 10018 ("Managing Agent") and _____ (the "Unit Owner") having a mailing address of _____.

W I T N E S S E T H:

WHEREAS, the Unit Owner hereby requests permission to make/install the equipment and/or make the alterations in the apartment (the "Apartment") (Unit. #_____) at (285 West 110th Street, New York, NY 10026) as described in the accompanying plans and specifications (the "Work");

WHEREAS, in order to obtain the Condominium's consent to the Work as required under the By-Laws of the Condominium between the Unit Owner and the Condominium, 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.

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 Designated Engineer") without the Condominium's Designated Engineer's subsequent approval.
 - b. a check with respect to the security payable in connection with this Agreement in the sum of \$2,500.00 payable to the Condominium in accordance with paragraph 13 of this Agreement, if applicable.
 - c. a check in the sum of \$400.00 payable to Kyrour Realty Group, managing agent for the Building (the "Managing Agent") as a processing fee in connection with this request and the Work, if applicable.

2. Condominium's Review of Work as Proposed. Unit Owner acknowledges that the Condominium's designated engineer, may at Unit Owner's expense, (a) review the Plans for the Work and (b) 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 Apartment, from time to time, to permit the Condominium's Designated Engineer, the Managing Agent, the superintendent 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 parts of the 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 parts of the Work, including the compensation for additional services to the Condominium of any architect or engineer made necessary thereby.

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

- a. Prior to beginning the Work, to provide the Condominium with complete and conformed copies of every agreement made with contractors, subcontractors, and suppliers.
- b. If required by laws, rules, orders or governmental regulations or the Condominium's Designated Engineer, to file plans, forms or applications (including without limitation any asbestos-related forms filed in support of any applications) with, and procure the approval, permits, licenses, consents of all governmental agencies.
- 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 Designated Engineer must submit a statement to that effect. The determination of the Condominium's Designated 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 on Exhibit "A" attached hereto, which policies shall name the Condominium, the Condominium's officers, directors, Unit Owners, Designated Engineer, the Managing Agent, and Unit Owner, as parties insured. Such policies shall provide that they may not be terminated until at

least thirty (30) days after written notice to the Condominium. All such policies or certificates evidencing the issuance of the same shall be i) with companies that are reasonably acceptable to the Condominium, and ii) delivered to the Condominium before the Work commences.

4. Unit Owner to Give Notice of Actual Commencement of Work. Prior to commencing the Work, Unit Owner shall give at least five (5) days' written notice to the Condominium's Designated Engineer, the superintendent of the Building and the Managing Agent of the date the Work shall commence and the estimated duration of the Work.

5. Work Done at Unit Owner's Risk. Any damage to the Apartment 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, or 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 any liability. If the Managing Agent advises Unit Owner of any damage, which in the 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 agrees to use all reasonable efforts, and to cause the contractor(s) and subcontractor(s) likewise to use all reasonable efforts, to cause any insurance carrier ensuring Unit Owner or Unit Owner's contractors or subcontractors to expeditiously review and settle damage claims for which they are responsible.

6. Indemnification by Unit Owner. Unit Owner hereby indemnifies and holds harmless the Condominium, the Condominium's Designated Engineer and employees, the Managing Agent, and other 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 Designated 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 Owner's or any contractor's 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 reasonable fees (including 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 as additional rent under the Lease.

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.

9. Unit Owner's Responsibility for Consequences of Work. Unit Owner and any successor-in-interest assume(s) all risks of damage to the Building and 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 Apartment after completion. This responsibility 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 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, Unit Owner, when so advised, shall promptly remove or correct the cause of the problem as determined by the Condominium. Unit Owner agrees that any air conditioning units, terrace plantings and/or structures, wherever located in the Building, 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. 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.

10. 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.

11. 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 120 days from the date of commencement of the Work, or such other period as the Condominium, in writing, designates (the "Completion Date"). 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, the Condominium shall be entitled to apply, from the security funds provided pursuant to paragraph 1(b) of this Alteration Agreement, the sum of \$500.00 per week for each week 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(b) are fully applied, the Unit Owner agrees to pay all amounts due under this paragraph to the Condominium in weekly

installments. The determination of whether the Work is completed shall be made by the Condominium, and the Condominium's determination shall be conclusive. The Unit Owner agrees that any consent by the Condominium to perform Work after the Completion Date may be revoked by the Condominium immediately if the Unit Owner fails to comply with any requirement of this Agreement or extension of the Completion Date.

12. Work Hours and Noise. The Work shall be performed, only between the hours of 9:00 a.m. and 4:30 p.m. The Work shall not be performed on Saturdays, Sundays, and holidays. The Condominium shall be the sole arbiter should there be any doubt as to noise levels which may be disturbing.

13. 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(b) with the Condominium. In the event that Unit Owner or persons engaged by Unit Owner to perform the Work cause 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 Designated 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 11 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 by one-half of the original amount, Unit Owner shall replenish it to the full amount within (3) 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 and interest or remaining balance thereof, if any, shall be returned to Unit Owner.

14. Accessibility. Unit Owner agrees that all water, steam, and gas valves will be reasonably accessible. If any portion of the Work should enclose such valves, contrary to the provisions of this Agreement, if requested by the Condominium's Designated Engineer, such portion shall be uncovered at Unit Owner's expense for observation. Such enclosure shall be opened and replaced at Unit Owner's expense.

15. 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 construction paper during the Work. If the Work mars or damages the back hall, stairs, or elevators, the Condominium may repair them at Unit Owner's expense upon the completion of the Work. Unit Owner will take or cause their contractors to take all precautions necessary to prevent

damage to the 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 reasonable bills for such repairs.

16. Unit Owner to Maintain Certain Safety Precautions. Unit Owner agrees that functioning fire extinguishers and smoke alarms will be maintained in the Apartment 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 install window guards if a child or children 10 years old or under lives or resides in the Apartment pursuant to Section 131.15 of the New York City Health Code.

17. Unit Owner to Control Refuse, Dirt, Dust, Lead Based Paint, etc.

- a. 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 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 Apartment 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 overnight in front of the Building and shall not permit any dumpster or garbage container to be left for more than five (5) consecutive days at the sides of the Building. Notwithstanding the foregoing, the placement of any dumpsters must comply with all governmental regulations, including without limitation, obtaining any necessary permits.
- b. The Federal Task Force on Lead-Based Paint Hazard Reduction has recommended certain maintenance practices, including (1) limiting access to the work area to only workers, (2) isolating the work area with polyethylene plastic or equivalent, (3) protecting the workers, (4) protecting the Unit Owner's 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. The Task Force has indicated that certain removal practices are unsafe, 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). The Unit Owner shall cause the Unit Owner's contractors and/or workers to perform their work consistently with the recommendations of the Task Force and shall upon completion of the work perform specialized cleaning of the work area using methods designed to safely remove dust and debris which may contain lead.
- c. No more than sixty (60) days prior to beginning renovation activities in the Apartment, the contractor shall provide the Unit Owner with the Environmental Protection Agency (the "EPA") pamphlet entitled, Protecting

Your Family from Lead in the Home, (the "Pamphlet"). If the Apartment is occupied by other than the Unit Owner, the contractor shall provide the occupant with the Pamphlet. The contractor shall be responsible for obtaining the Unit Owner's or the occupant's written acknowledgment of receipt of the Pamphlet or a certificate of mailing evidencing same. The Unit Owner hereby acknowledges that the Condominium has no liability or obligation in connection with this notification requirement of the EPA.

18. 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 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.

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

- a. The Unit Owner releases the Condominium, the Managing Agent, the Condominium's agents, and employees from any liability for damage to the portions of the Apartment 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 Apartment affected by the Work and acknowledges that such responsibility shall pass to the Unit Owner's successor-in-interest in the Apartment.
- b. Unit Owner or Unit Owner's successor-in-interest (i) shall advise each subsequent purchaser of Unit Owner's interest in the Condominium's shares appurtenant to the Apartment (a "Purchaser") 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 Purchaser; (iii) shall waive any claim or cause of action against the Condominium, the Board of Managers or the Managing Agent, for advising a potential Purchaser of the obligations of the owner of the Apartment under this Agreement, (iv) have the Assumption of Alteration Agreement executed by any successor-in-interest.

20. 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.

21. 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.

22. 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 PROVISIONS OF THE LEASE, PURSUANT TO WHICH THE CONDOMINIUM'S CONSENT HAS BEEN GRANTED, IN ADDITION TO ALL OTHER RIGHTS, THE CONDOMINIUM MAY ALSO SUSPEND THE WORK AND PREVENT WORKERS FROM ENTERING UNIT OWNER'S APARTMENT 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.

23. 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.

Unit Owner

Unit Owner

Permission Granted By:
285 West 110th Street Condominium

By: _____
Agent

EXHIBIT A

Unit Owner's Contractor shall provide insurance of the types and in not less than the limits set forth below with a company or companies satisfactory to the Condominium, licensed to do business in the State of New York, and all such policies shall name the Condominium, the Unit Owner and the Condominium's managing agent (the "Managing Agent") as additional insured. No diminution of limits of insurance will be permitted.

- i. **Worker's Compensation** as required by all applicable Federal, State, or other laws including Employers Liability in accordance with the statutory requirements of the State of New York, together with Disability Benefits Insurance required by the State of New York. This coverage to be a minimum of \$5,000,000. Employer's liability coverage to be not less than \$500,000.
- ii. **Commercial General Liability** coverage of \$1,000,000 per occurrence and \$2,000,000 in the aggregate including Contractor's Liability and Blanket Contractual Liability (oral or written), all on an occurrence basis with Personal Injury Coverage, which shall include mental anguish as well as standard conditions, and Broad Form Property Damage, without any exclusion relating to Explosion, Collapse and Underground Property Damage. Insurance shall also cover the following: premises and operations liability, products/completed operations, broad form property damage, broad form contractual liability, personal injury, and independent contractor's liability.
- iii. **Commercial General Liability** coverage to extend for a period of one year following termination of the Work and Contractual Indemnity Coverage is also to extend for one year following termination of the Work. The policy is also to include (a) Owners Protective Liability Coverage, (b) Knowledge of Occurrence and Notice of Occurrence endorsements and (c) Unintentional Errors and Omissions clause. The policy shall also include coverage with respect to asbestos exposure if the Work involves any asbestos-containing material.
- iv. **Commercial General Liability** coverage - \$1,000,000 BODILY INJURY & PROPERTY DAMAGE (combined single limit).
- v. **Comprehensive Automobile Liability**, including non-ownership and hired vehicle coverage, as well as owned vehicles: \$1,000,000 BODILY INJURY & PROPERTY DAMAGE (combined single limit).
- vi. **Umbrella Liability** for BODILY INJURY, PERSONAL INJURY AND PROPERTY DAMAGE COMBINED. It will have a limit of \$3,000,000 per occurrence and a general aggregate of \$3,000,000.

If umbrellas are written in more than one company any layers above the first one shall follow the form of the primary umbrella.

Prior to the commencement of any work hereunder, detailed certificates of insurance shall be furnished to the Condominium showing that such insurance is in full force and the premiums due there under have been paid. Such certificates shall provide that the said insurance may not be canceled, terminated, or modified without thirty (30) days written advance notice thereof to the Condominium. The Contractor shall promptly furnish the Condominium with copies of any endorsements subsequently issued amending insurance coverage or limits. In the event of the failure of the Contractor to furnish and maintain such insurance, the Condominium shall have the right, at its option, at any time, to revoke permission to perform the work and to deny entry into the Building to all workers.

Amounts of insurance required may be higher for major renovations as designated by the Board of Directors.

The Contractor's insurance policy shall also contain in substance the following endorsement:

“This insurance shall not be invalidated should the insured waive, in writing, prior to a loss, any or all right of recovery against any party for the loss occurring to the property described herein.”

Nothing in this Exhibit “A” shall constitute a waiver of or limitation of any other rights or remedies the Condominium may have for consequential damages or otherwise.

INDEMNIFICATION AGREEMENT

Whereas, _____ ("Contractor") is and will be performing certain work for _____ ("Owner") pursuant to an agreement for _____, the Contractor and Owner hereby agree:

To the fullest extent permitted by law, Contractor agrees to indemnify, defend and hold harmless Owner and/or Managing Agent from any and all claims, suits, damages, liabilities, professional fees, including attorney's fees, costs, court costs, expenses and disbursements related to death, personal injuries or property damage (including loss of use thereof) arising out of or in connection with the performance of the work of the Contractor, its agents, servants, subcontractors or employees, or the use of the Contractor, its agents, servants, subcontractors or employees, of facilities owned by Owner. This agreement to indemnify specifically contemplates full indemnity in the event of liability imposed against the Owner and/or Managing Agent without negligence and solely by reason of statute, operation of law or otherwise, and partial indemnity in the event of any actual negligence on the part of Owner and/or Managing Agent either causing or contributing to the underlying claim. In that event, indemnification will be limited to any liability imposed over and above that percentage attributable to actual, whether by statute, by operation of law or otherwise.

INSURANCE PROCUREMENT

Contractor shall obtain and maintain at all times during the term of this agreement, at its sole cost and expense, the following insurance:

- a) **Worker's Compensation** as required by all applicable Federal, State, or other laws including Employers Liability in accordance with the statutory requirements of the State of New York, together with Disability Benefits Insurance required by the State of New York. This coverage to be a minimum of \$5,000,000. Employer's liability coverage to be not less than \$500,000.
- b) **Commercial General Liability** coverage of \$1,000,000 per occurrence and \$2,000,000 in the aggregate including Contractor's Liability and Blanket Contractual Liability (oral or written), all on an occurrence basis with Personal Injury Coverage, which shall include mental anguish as well as standard conditions, and Broad Form Property Damage, without any exclusion relating to Explosion, Collapse and Underground Property Damage. Insurance shall also cover the following: premises and operations liability, products/completed operations, broad form property damage, broad form contractual liability, personal injury and independent contractor's liability.
- c) **Commercial General Liability** coverage to extend for a period of one year following termination of the Work and Contractual Indemnity Coverage is also to extend for one year following termination of the Work. The policy is also to include (a) Owners Protective Liability Coverage, (b) Knowledge of Occurrence and Notice of Occurrence endorsements and (c) Unintentional Errors and Omissions clause. The policy shall also include coverage with respect to asbestos exposure if the Work involves any asbestos-containing material.

- d) **Commercial General Liability** coverage - \$1,000,000 BODILY INJURY & PROPERTY DAMAGE (combined single limit).
- e) **Comprehensive Automobile Liability**, including non-ownership and hired vehicle coverage, as well as owned vehicles: \$1,000,000 BODILY INJURY & PROPERTY DAMAGE (combined single limit).
- f) **Umbrella Liability** for BODILY INJURY, PERSONAL INJURY AND PROPERTY DAMAGE COMBINED. It will have a limit of \$3,000,000 per occurrence and a general aggregate of \$3,000,000. If umbrellas are written in more than one company any layers above the first one shall follow the form of the primary umbrella.

Contractor shall, by specific endorsements to its primary and umbrella/ excess liability policy, cause Owner and Managing Agent to be named as Additional Insured. Contractor shall, by specific endorsement to its primary liability policy, cause the coverage afforded to the additional insured there under to be primary to and not concurrent with other valid and collectible insurance available to Owner and Managing Agent. Contractor shall, by specific endorsement to its umbrella/ excess liability policy, cause the coverage afforded to Owner and Managing Agent there under to be first tier umbrella/ excess coverage above the primary coverage afforded to Owner and Managing Agent and not concurrent with or excess to other valid and collectible insurance available to Owner and Managing Agent.

Dated: _____

Owner

Contractor

By: _____

By: _____

Contractor Checklist

Follow list before contractors start work

1- Obtain signed hold harmless/insurance procurement agreement

Manager's initials _____ *date* _____

2-Obtain contractors insurance certificate liability policies
Primary and umbrella

Manager's initials _____ *date* _____

3-Have insurance broker review and approve contractor's
general liability and umbrella policies.

Manager's initials _____ *date* _____

Whereas _____ ("Contractor") is and will be performing certain work for _____ ("Owner") pursuant to an agreement for _____, the Contractor and Owner hereby agree:

INDEMNIFICATION AGREEMENT

To the fullest extent permitted by law, Contractor agrees to indemnify, defend and hold harmless Owner and/or Managing Agent from any and all claims, suits, damages, liabilities, professional fees, including attorneys' fees, costs, court costs, expenses and disbursements related to death, personal injuries or property damage (including loss of use thereof) arising out of or in connection with the performance of the work of the Contractor, its agents, servants, subcontractors or employees, or the use by Contractor, its agents, servants, subcontractors or employees, of facilities owned by Owner. This agreement to indemnify specifically contemplates full indemnity in the event of liability imposed against the Owner and/or Managing Agent without negligence and solely by reason of statute, operation of law or otherwise, and partial indemnity in the event of any actual negligence on the part of Owner and/or Managing Agent either causing or contributing to the underlying claim. In that event, indemnification will be limited to any liability imposed over and above that percentage attributable to actual fault, whether by statute, by operation of law or otherwise.

INSURANCE PROCUREMENT

Contractor shall obtain and maintain at all times during the term of this agreement, at its sole cost and expense, the following insurance (a) workers compensation insurance with statutory limits and employer's liability coverage of not less than \$500,000; (b) commercial general liability insurance with a minimum limit of \$1,000,000 per occurrence and \$2,000,000 in the aggregate, which insurance shall cover the following: premises and operations liability, products/completed operations, broad form property damage, broad form contractual liability, personal injury and independent contractor's liability; (c) automobile liability insurance covering owned, hired and non-owned vehicles, with a minimum limit of liability of \$1,000,000; and (d) umbrella liability insurance with a limit of \$5,000,000 per occurrence and a general aggregate of \$5,000,000. Contractor shall, by specific endorsements to its primary and umbrella/excess liability policy, cause Owner and Managing Agent to be named as Additional Insureds. Contractor shall, by specific endorsement to its primary liability policy, cause the coverage afforded to the additional insureds thereunder to be primary to and not concurrent with other valid and collectible insurance available to Owner and Managing Agent. Contractor shall, by specific endorsement to its umbrella/excess liability policy, cause the coverage afforded to the Owner and Managing Agent thereunder to be first tier umbrella/excess coverage above the primary coverage afforded to Owner and Managing Agent and not concurrent with or excess to other valid and collectible insurance available to Owner and Managing Agent.

Dated: _____

Contractor

By: _____

Owner/Manager

By: _____

**The 285 West 110th Street Condominium
Addendum to Rules and Regulations**

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Section 1. Purpose, Future Amendment and Conflicts with By-Laws

This Addendum has been unanimously approved by the Condominium's Board of Managers (the "Board") and is intended to supplement the Condominium's existing Rules and Regulations. In the event of any inconsistency between this Addendum and the existing Rules and Regulations, this Addendum shall prevail. However, in the event of any inconsistency between this Addendum and the Condominium's By-Laws, the By-Laws shall prevail.

Subject to the provisions of the By-Laws, the existing Rules and Regulations may be amended or added to (as in this Addendum) or repealed at any time by the Board.

The Board reserves the right to rescind, alter, waive or add to, as to one or more or all occupants, any rule or regulation at any time when, in the reasonable judgment of the Board, it may be necessary or desirable for the reputation, safety, character, security, care, appearance or interests (including the preservation of good order and the comfort of Unit Owners, occupants and staff) of the Condominium. No rescission, alteration, waiver or addition of any rule or regulation in respect of one Unit Owner or other occupant shall operate as a rescission, alteration, waiver or addition in respect of any other Unit Owner or any other occupant.

Section 2. Fees and Fines

The By-Laws authorize the Board to establish and assess fees for various services and fines for violations of the Rules and Regulations. Once assessed, any such fee and/or fine shall constitute a Common Charge payable by the relevant Unit Owner. For avoidance of doubt, Unit Owners are responsible for fines caused by their family members, agents, employees, visitors and tenants (as well as by their tenants' family members, agents, employees and visitors). Although the Condominium intends to issue warnings prior to assessing fines whenever possible, it reserves the right to assess immediate fines. The Board will use its reasonable judgment to set fine amounts for violation of rules that do not have a fine schedule already defined elsewhere in this document.

Section 3. Selling or Renting a Unit

Unit Owners desiring to sell their apartments must furnish their broker with a copy of the current Rules and Regulations, including this Addendum. If any such Unit Owner (other than the Sponsor, who shall continue to have the associated rights afforded it under the Offering Plan) and/or their broker desires to hold an "open house," such Unit Owner and/or their broker must coordinate the time and date of the open house with Management. Management must receive requests for weekend open houses no later than the preceding Wednesday. The Board reserves the right to assess a nominal fee equal to the greater of

\$50 and \$25 per hour of open house operation. In the case of Sponsor open houses, the Sponsor and/or its broker will make reasonable best efforts to provide Management with timely advance notice.

Unit Owners desiring to rent their apartments must also furnish their broker with a copy of the current Rules and Regulations, including this Addendum, as well as a copy of the current Lease Application which can be obtained from Management. This Lease Application includes details of various fees and deposits that must be submitted along with the completed application as a prerequisite for approval. Upon commencement of a new lease, the Unit Owner will be assessed a one-time rental fee of \$1,000; provided, however, that such fee shall not be applied to a particular Unit more than once per two-year period. Renewal or extension of an existing lease shall not trigger a fee.

Unless otherwise authorized in writing by the Board, new residential leases must be for a continuous term of 12 months and renewal leases must be for a continuous term of no less than 12 months and no longer than 24 months. For the purposes of the preceding sentence, partial months may be rounded up or disregarded without written authorization. All leases must include a provision requiring the tenant to acknowledge receipt of and agreement to abide by the current Rules and Regulations, including this Addendum. However, Unit Owners will remain jointly responsible for any fines assessed because of violations of such Rules and Regulations by their tenants.

All leases, including renewal leases, are subject to a 20-day Right of First Refusal. So that the Board has sufficient time to evaluate a potential exercise of this Right of First Refusal, completed Lease Application packages for renewal leases must be submitted to Management no less than one month prior to lease expiration. Without special approval by the Board, all lease terms must begin no less than five days following expiration of the Right of First Refusal.

Subleases (the assignment of a lease from a tenant contracting directly with a Unit Owner to a different tenant) are generally not permitted but will be considered by the Board on a case-by-case basis. Such consideration may include requiring a fee for approval.

Lease Application packages shall not be considered completed if the relevant Unit Owner has any outstanding Common Charges. For avoidance of doubt, this means that a Unit Owner with outstanding Common Charges shall not be permitted to lease their unit, including via a renewal lease.

The rules and regulations governing the process for selling and renting units are a critical element of the Condominium's ability to protect the interests of its individual Unit Owners

and residents. Accordingly, violations of any provision of this Section 3 may result in significant fines.

Section 4. Moving and Deliveries

Regularly sized packages and deliveries will be stored following receipt in the package room behind the lobby front desk. This package room has limited capacity, and residents are therefore expected to retrieve their packages without undue delay. In cases of a resident's extended absence, or after multiple requests to retrieve a package go unanswered, Condominium staff may deliver the package(s) in question to the interior of the recipient's Residential Unit. In the case of packages containing perishable food items, delivery persons will be permitted to make deliveries directly to Residential Units after such delivery person has received approval for such delivery from the Residential Unit Owner.

All moves and deliveries of furniture and/or large appliances must be prescheduled with Management. At least 24 hours prior to such move or delivery, Management must also receive from the moving or delivery company a satisfactory Certificate of Insurance. Protective padding is required in the designated elevator during all such deliveries and moves and will be installed by Condominium staff, who shall also conduct an inspection following such move or delivery to ensure the Condominium's common areas are not damaged. The weight limit for the elevators is posted inside the elevator car and must be strictly observed. "Weight limit" refers to the weight of people and freight combined. For moves and/or deliveries of most large and/or heavy items, Condominium staff may direct tradespeople to use the service door rather than the front lobby door and this direction must be strictly observed. Additionally, common refuse rooms and hallways must not be left cluttered with oversized packaging material or an excessive volume of regularly sized packaging material resulting from any move or delivery. Instead, Condominium staff should be contacted for directions as to how best to dispose of such material.

All move-ins and move-outs shall require a Moving Permit which will be issued by Management upon receipt of the applicable security deposit. The Moving Permit must be shown upon request to any staff member or officer of the Condominium or Management. The security deposit will be held by the Condominium against any damage to the common elements of the building or any cleaning required because of the move. Furthermore, the Board reserves the right to retain a portion or all of the security deposit on account of any violation of the Rules and Regulations, including this Addendum, in connection with the move. Upon completion of the move-in or move-out, the Condominium's common elements will be inspected in accordance with the Moving Permit. Any portion of the security deposit not used to conduct necessary repairs or cleaning or retained on account of violation of the Rules and Regulations will be returned to the person named on the

Moving Permit. Finally, the Condominium reserves the right to stop and to assess fines in connection with moves that do not comply with the Rules and Regulations.

Section 5. Notices

Unit Owners and other residents are required to provide up to date contact information, including a physical mailing address, mobile phone number and email address, to Management. Important building notices can be sent to Unit Owners and other residents through any one or more of these means (postal delivery, SMS text and/or email) and it is the responsibility of the Unit Owner or other resident to review all such notices regardless of their means of delivery.

Comments, requests or other input about either specific maintenance needs or the general management of the building should be directed whenever possible to Management via log-in to the resident website. Any such comments, requests or other input will then be directed to the Superintendent as appropriate and subsequently reviewed by the Board. The Board can be contacted directly at circacentralparkboard@gmail.com.

Section 6. Security

Residents are expected to use the two lobby doors for all non-emergency ingress and egress. During doorman breaks, residents should ensure that the lobby door closes behind them without any non-residents entering the building. All delivery persons and visitors should enter the building through the lobby entrance and check in with the doorman, although trades people must then use the service entrance for subsequent ingress and egress and the transportation of materials and tools. In the event a resident uses the service door for emergency egress, they must ensure that the door locks behind them. Doors should never be propped open or left unattended and Unit Owners and other residents are responsible for this action whether on or off the premises; therefore, all contractors and service people should be made aware of this rule. Management should be notified immediately if any exterior or interior common area locks are not functioning properly. The Condominium reserves the right to assess fines in connection with repeated violations of these security guidelines.

Section 7. Insurance

The Condominium is not responsible for personal property and Unit Owners and their tenants shall be individually responsible for insuring their personal property in their respective units and their personal property stored elsewhere in the building as well as their personal liability to the extent not covered by the liability insurance obtained by the Condominium on its own behalf. Upon request, proof of adequate content and liability

insurance must be sent to Management. The Condominium reserves the right to assess fines if such proof is not provided within a reasonable time of so being requested.

Section 8. Alterations

Any Unit Owner or tenant who desires to make any changes to the structure of his/her Unit, such as modifying bathrooms, removing or adding walls or having work performed on the electrical, plumbing, HVAC, or other systems, is required to notify and receive permission from the Board in advance of commencing any such work. To apply for permission, the Unit Owner or tenant must agree to the Condominium Alteration Policy and submit to the Board a signed copy of the Condominium Alteration Agreement along with all required deposits, fees and paperwork as outlined in said Policy and Agreement. The Condominium Alteration Policy and the Condominium Alteration Agreement are available upon request from Management and are incorporated by reference into the Rules and Regulations. Without the prior written permission of the Board, no renovations are permitted which will change the exterior appearance of the building, including, but not limited to, windows or HVAC units or vents, or affect the structural integrity of the building. Venting of any type of appliance to the exterior of the building is not permitted.

Construction, repair or any type of work which might cause disturbing noises may only be conducted between the working hours of Monday to Friday, 9:00 a.m. to 5:00 p.m., or upon prior approval of Management.

The rules and regulations governing alterations are a critical element of the Condominium's ability to protect the interests of its individual Unit Owners and residents. Accordingly, violations of any provision of this Section 8 may result in significant fines.

No lobby or landing shall be decorated or otherwise altered without the consent in writing of the Board.

Section 9. Smoking and Other Potential Nuisances

Smoking is prohibited in the entire Condominium (including inside of individual Residential Units and all Common Elements) as well as in outdoor areas within 25 feet of any entrance to or egress from the Condominium, including the entirety of the driveway area and the adjacent tree pits. Smoking in violation of this rule shall be deemed to constitute a nuisance pursuant to Paragraph 6.16.1 of the By-Laws. The term "smoke" or "smoking" shall include carrying, burning or otherwise handling or controlling a lit, heated or smoldering cigar, cigarette, electronic cigarette, herbal cigarette, non-tobacco smoking product, water pipe, vaping device, pipe or any form of lighted object or device which contains tobacco or similar flammable substances.

After one warning (including those warnings received by certain residents prior to the approval of this Addendum), violations of this smoking policy will result in fines of no less than \$50, with escalating fines at the Board's discretion for repeated violations.

In addition, no Unit Owner or their tenant(s) shall use or permit to be used any product that would reasonably be expected to create offensive or objectionable odors that will disturb any other Unit Owner or tenant.

Section 10. Waste Disposal

When disposing of garbage down the trash chute, everything should first be placed into durable plastic or similarly durable alternative-plastic garbage bags that have been securely fastened at the top. Wet and/or particularly dirty garbage, such as cat litter, should be enclosed in containers that will not tear on the way down the chute and/or double-bagged. If the trash chute is backed up with trash, Management and Condominium staff should be notified immediately.

Recycling of newspapers, cans, glass, plastic and certain other materials is required by law as illustrated in the placards placed in each trash room. Cans, plastic and glass, including all take-out containers, must be washed prior to placing them in the correct container to avoid odors and insects. Glass containers may never be thrown into the trash chute, and broken glass must be wrapped securely and clearly marked as "Broken Glass" to avoid injury to those responsible for pick-up and disposal. Cardboard boxes must be broken down and flattened to not overwhelm the limited space in the trash room.

If Unit Owners or tenants have large items for removal such as old furniture, appliances or carpeting, they should contact Management and/or Condominium staff for appropriate guidance. Large items meant to be discarded must never be placed outside trash room doors or in the stairwells, and trash room doors should be kept closed at all times.

Fats of any kind, liquid or solid, and fibrous vegetables must not be put into your sink, as doing so causes pipes to clog which in turn causes sink back-ups.

Unit Owners and tenants are responsible for these garbage disposal and recycling actions in connection with their unit at all times and whether on or off the premises; therefore, all family members, agents, employees and visitors should be made aware of these rules.

The garbage disposal and recycling actions taken by individual Unit Owners can have a significant quality-of-life and financial impact on other Unit Owners in the form of reduced building-wide cleanliness, increased overtime and hazard pay for staff and potential fines from the Department of Sanitation. As a result, repeated violations of these waste disposal rules may be subject to fines.

Section 11. Pets

Management must be notified in advance if a Unit Owner or tenant intends to have a new pet in their apartment. At no time shall animals or pets be permitted in any of the public portions of the Condominium unless carried or on a leash. Pets must not be allowed to relieve themselves on the building or in common areas, and pet owners must clean up after their pets on patios, outside garden apartment areas and in front of the building entrances. Pet owners should inform the Superintendent if, after walking their pet, it inadvertently tracks outside material onto the lobby and/or hall carpeting. Additionally, should an “accident” occur in the lobby, elevator or public hallway, Unit Owners and/or their tenants must clean up after their pet.

The behavior of pet owners with respect to their pets and of the pets themselves can have a significant quality-of-life impact on other Unit Owners in the form of reduced building-wide cleanliness as well as potential safety concerns. As a result, repeated violations of the rules related to keeping pets in the building may be subject to fines.

In addition, any Unit Owner who allows a pet or pets to reside in their apartment is obligated to enter into an agreement, in a form satisfactory to the Condominium, indemnifying it from all claims and expenses resulting from the acts and behavior of such pet(s). Failure to sign and return such agreement promptly upon request could expose the Condominium (and indirectly other Unit Owners) to financial and legal liability and, as a result, may result in significant fines.

Section 12. Driveway Area

Although technically part of the public street, the circular driveway area immediately in front of the building’s main entrance is intended to be accessible to all Residential Unit Owners for picking up and dropping off passengers and packages. So that it continues to be accessible for this intended use, it is important that the driveway area remains clear of parked vehicles, which also have the deleterious effect of preventing important building service providers from having timely access during emergencies and delaying third-party deliveries.

The Board has established the following guidelines for appropriate use of the driveway area: (1) cars must not be left for more than 30 minutes, (2) if leaving a car unattended, it must be positioned to not block others who may require access and/or passage, (3) the doorman on duty must be notified of the unattended car, how long it will be left for and an active contact number and (4) any guests must be informed of these same guidelines, including the need to leave a contact number with the doorman on duty. Unit Owners are

responsible for the parking actions of their family members, agents, employees, visitors and tenants (as well as their tenants' family members, agents, employees and visitors).

Building staff keeps a log of parking activity and repeated offenses, particularly those of extended length, will be subject to fines.

Section 13. Fitness Room

Unit Owners and residents using the fitness room must abide by all applicable rules.

Fitness room rules may change from time to time and can be referenced via log-in to the resident website. Anyone using the fitness room, including primary residents and, if applicable and subject to the fitness room rules, their minor children and athletic trainers, must have on file with Management a signed waiver form. Persons using the fitness room without having signed the waiver form expose the Condominium to significant potential liability, and therefore failure to return the form within a reasonable timeframe may subject a Unit Owner or other fitness room user to fines and/or the loss of access privileges.

Section 14. Other Amenity Areas and Private Event Booking

Unit Owners and residents using the other amenity spaces (Rooftop, Residents' Lounge, Playroom, Computer Room and Tween Room) must abide by all applicable rules. These rules may change from time to time and can be referenced via log-in to the resident website. As a general matter, these spaces are all intended for community use and therefore should be treated with care and consideration, including by cleaning up after oneself and by refraining from monopolizing any space for private activities. If these spaces or their furnishings are damaged through careless misuse, the required repair and/or replacement costs may be assessed to the relevant Unit Owner as an addition to Common Charges. Unit Owners are responsible for the actions of their family members, agents, employees, visitors and tenants (as well as their tenants' family members, agents, employees and visitors).

The Rooftop and Residents' Lounge each may be reserved for private functions upon approval by Management. Management will endeavor to approve all private functions that satisfy the building's requirements but reserves the right to limit the number and frequency of such events if in its reasonable judgment the failure to do so would unduly affect other residents.

To reserve either the Rooftop or the Residents' Lounge, a resident Unit Owner or their tenant must submit to Management a completed Private Function Application form no less than one week prior to the requested event date. This form must be accompanied by a non-refundable usage fee, a refundable security deposit and a signed agreement by the applicant to abide by all applicable rules. The Private Function Application form, the

amounts of the usage fee and security deposit and the applicable rules may all change from time to time and can be referenced via log-in to the resident website. Failure to abide by all applicable rules can result in forfeiture of the security deposit, and the required repair and/or replacement costs of actual damages not covered by the remaining security deposit may be assessed to the relevant Unit Owner as an addition to Common Charges. For avoidance of doubt, an approved Private Function Application form for either the Rooftop or the Residents' Lounge, as the case may be, shall apply to that approved space only and shall not extend to any other of the amenity spaces.