

# KYROUS REALTY GROUP, INC.

263 West 38<sup>th</sup> Street ♦ Suite 15E ♦ New York, NY 10018

Phone: 212.302.1500 ♦ Fax: 212.302.3855

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## 325 West 21 ST INC.-Alteration Policy

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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. One full set of architectural plans plus PDF drawings on a flash drive.

### For Cosmetic Alterations:

3. A (non-refundable) Processing Fee: \$250.00 for minor work/i.e. (kitchen/bathroom) cosmetic work only. Please make check payable to Kyrous Realty Group.
4. Alteration Deposit: \$500.00 –Please make check payable to 325 West 21 ST INC. The Board reserves the right to request additional deposit based on scope of work.

### For Major Alterations:

5. A (non-refundable) Processing Fee: \$350.00 for major work with DOB filing- Please make check payable to Kyrous Realty Group, Inc.
6. Alteration Deposit: \$2,500.00 –Please make check payable to 325 West 21 ST INC. 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.

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### Additional Terms and Conditions

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Contractors are required to install protective floor covering in the lobby at the beginning of each workday and to protect all lobby wall surfaces while transporting materials in and out of the building. Protection must be removed, and all common areas must be cleaned at the end of each workday. Please note that the shareholder performing alterations will be responsible for any cleanup costs incurred by the building if the contractor fails to adhere to the building's construction clean-up rules.

Payment for this will be deducted from the Alteration Deposit given to the management agent prior to the beginning of work.

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## “Alteration Requirements”

1. All alterations with the exception of painting and floor refinishing must be approved by the Board of Directors before any work can be scheduled.
2. Working Hours are 9:00 a.m. until 5:00 p.m. Monday through Friday except holidays. This applies to all work whether an alteration, painting or floor refinishing.
3. Please submit a signed alteration agreement, a letter explaining the alteration to be done, copy of plans, if necessary N.Y.C. Department of Buildings approval and permit, names and license number of all contractors being used and a certificate of insurance from them name you, 325 West 21 ST, Inc., and Kyrous Realty Group, Inc., as additional insured.
4. The Board of Directors reserves the right to require that their engineer or architect review the plans and/or inspect the alteration at the shareholder's expense.
5. Your contractors must be advised to keep all common area clean and unobstructed. Additionally, they must protect these areas from damage with coverage. All debris must carted away. It cannot be stored in the building or left for building staff to discard, nor left on the street for sanitation to pick up.
6. A check made payable to 325 West 21 ST. Inc., in the amount of \$500.00 for deposit to be held until all work is completed and inspected. If there has not been any damage to the common areas and alterations are as stated, a full refund will be made.
7. A check made payable Kyrous Realty Group, Inc., in the amount of \$250.00 for minor alterations (standard kitchen or bathroom) and \$350.00 for major alterations (where NYC building Dept. approval and /or the Cooperative's Engineer is necessary for Board approval).

Any Deviation from these rules is a violation of the proprietary lease and subject to a fine.

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## Decoration Guidelines

Decoration for this purpose is any non-invasive and cosmetic work within your apartment. This includes but is not limited to painting, replacement of cabinets, flooring, file work, etc. Decorations need management approval but not Board approval. Management needs to approve so that we can properly protect the common areas of the building during your work. The form for a decoration can be found on page 2 of this package.

Certificate of Insurance: All compensated contractors who are working anywhere in the building need to submit a Certificate of Insurance to Management prior to beginning work. You may find the requirements on page 3 of this package.

Work Rules: Attached as page 4 of this package, please find the work rules for 325 West 21 St, Inc.

Proof of Homeowner's Insurance: Before being approved for an alteration, proof of your valid Homeowner's Insurance policy must be included with the application.

EPA Lead Paint Certification: Please note that if you are planning to paint greater than six square feet or will be doing any demolition work at all you will need to hire an EPA Lead Safe Certified Contractor to do the work. Since the building is pre-1978, new EPA Federal Regulations are in place requiring that your contractor be a certified renovator from a certified firm. Proof of Certification for both the renovator and the firm will be required in order for your application to be approved. For more information, please see [www.epa.gov/lead](http://www.epa.gov/lead).

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## Decoration Form

(For Non – Invasive/Cosmetic Work Only)

Bldg: \_\_\_\_\_ Unit: \_\_\_\_\_

Name: \_\_\_\_\_

Tel: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Work being done within apartment:

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Projected Start Date: \_\_\_\_\_

Projected Completion Date: \_\_\_\_\_

Are You Using a Compensated Contractor? Y / N

If Yes, Please Provide Certificate of Insurance for Contractor Located on Page 2.

As per the terms of the contracts, it is required that you submit a certificate of insurance stated the following:

1. General Liability \$1,000,000
2. Property Damage \$50,000
3. Workers Compensation Statutory
4. Auto Coverage If Applicable
5. Umbrella Policy Min. of \$3,000,000

In addition, we also require that the following be noted on your policy as additional insured:

1. Kyrus Realty Group, Inc.
2. 325 West 21 ST, Inc.

Also, please note the following Certificate Holders:

Client Full Name  
325 West 21 ST, Apt. #  
New York, NY 10011

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Decoration Form

(For Non - Invasive/Cosmetic Work Only)

Bldg: \_\_\_\_\_ Unit: \_\_\_\_\_

Name: \_\_\_\_\_

Tel: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Work being done within apartment:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Projected Start Date: \_\_\_\_\_

Projected Completion Date: \_\_\_\_\_

Are You Using A Compensated Contractor? Y / N

If Yes, Please Provide Certificate of Insurance for Contractor Located on

# KYROUS REALTY GROUP, INC.

263 West 38<sup>th</sup> Street ♦ Suite 15E ♦ New York, NY 10018  
Phone: 212.302.1500 ♦ Fax: 212.302.3855

As per the terms of the contracts, it is required that you submit a certificate of insurance stated the following:

- |                         |                     |
|-------------------------|---------------------|
| 1. General Liability    | \$1,000,000         |
| 2. Property Damage      | \$50,000            |
| 3. Workers Compensation | Statutory           |
| 4. Auto Coverage        | If Applicable       |
| 5. Umbrella Policy      | Min. of \$3,000,000 |

In addition, we also require that the following be noted on your policy as additional insured:

1. Kyrour Realty Group, Inc.
2. 325 West 21 ST, Inc.

Also, please note the following Certificate Holders:

Client Full Name

325 West 21 ST, Apt. #

New York, NY 10011

## Work Rules

1. Before beginning new work in any apartment, all craftspeople must check-in and review work plans with the building Superintendent.
2. Noisy work is allowed only from 9:00 a.m. to 5 p.m. There is an hour's grace at the beginning and end of the workday when equipment can be moved in or out of the apartment. All workers must be out of the building by 5 p.m.
3. No work is permitted on weekends, federal, state and union holidays or important religious holidays. Check with the Superintendent for specific dates.
4. Any cabinet/work that is to be fixed to the walls or is immovable must provide immediate access to heating, plumbing, gas, electrical and telephone lines. Specific details must be reviewed with the Superintendent.
5. Circuit breakers and circuit breaker panel, gas meter, telephone boxes and plumbing valves:
  - i. Must be easily accessible
  - ii. Individual circuit breakers should be labeled as to which rooms they control
  - iii. On completion of work, diagrams showing the location of the above items must be given to the Superintendent
6. \*A zipper plastic air-lock shall be constructed at the entry door of the apartment to contain dust prior to the start of construction. The air lock shall be inspected and approved by the managing agent and building supervisor before the contractor may commence work. It is the Shareholder's responsibility to clean any construction related dust or dirt that may accumulate in common spaces. The Cooperative may require additional cleaning of common spaces at Shareholder's expense. The air lock will be subject to ongoing inspections.
7. Refuse must be stored within the apartment and removed in sturdy metal or plastic bins. Removal times must be approved by the building Superintendent. It is the contractor's responsibility to remove all refuse from the building. No construction or debris shall be stored or left in common spaces.
8. \*There must be a designated foreman in the apartment at all times with whom the Superintendent can discuss any work problem. In addition, the Superintendent should be given the beeper or mobile number for the contractor should there be an urgent reason to reach the contractor.
9. The Superintendent has the authority to order work suspended, in part or entirely, if he has reason to believe that any aspect of work being done is unauthorized or unsafe if he believes that there is a failure to cooperate with house work rules. The suspension shall continue until all parties can agree to an acceptable solution.
10. Certificates of Insurance are required by all compensated contractors.
11. \*The front door and exterior basement door shall not be propped open. Exterior doors shall be manned by the contractor when construction supplies are brought into the building. Propped doors are a security risk and cause heat to escape from the building during winter months. This is no a doorman building.

\* These items require approval by managing agent and building Superintendent prior to the start of construction. In addition, the contractor shall protect all hallways and stair treads leading to the apartment prior to the start of construction. Protection should be installed in such a way that it does not create a tripping hazard and shall be inspected and approved by the Agent and building supervisor prior to the start of work. Protection shall be removed at the end of each workday and shall be re-installed each morning before work begins. Protection should be subject to ongoing inspections.

**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: \_\_\_\_\_

ALTERATION AGREEMENT\*

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This Agreement, made as of this \_\_\_\_\_ day of \_\_\_\_\_ between 325 W. 21 ST., INC. (the "Corporation") with an address c/o Kyrour Realty Group Inc. ("Managing Agent") and \_\_\_\_\_ (the "Shareholder") having a mailing address of 325 West 21<sup>st</sup> Street, New York, New York 10011.

WITNESSETH:

WHEREAS, the Shareholder hereby requests permission to make/install the equipment and/or make the alterations in the apartment (the "Apartment") (Apt. # \_\_\_\_\_ at 325 West 21<sup>st</sup> Street, New York, New York 10011) as described in the accompanying plans and specifications (the "Work");

WHEREAS, in order to obtain the Corporation's consent to the Work as required under Paragraph 21(a) of the proprietary lease (the "Lease") between the Shareholder and the Corporation, the Shareholder agrees to comply with the terms of the Lease and the obligations and policies of the Corporation, 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. Shareholder's Submissions. Shareholder herewith delivers to the Corporation:
  - 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 Corporation, 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 Shareholder after they are approved by the Corporation's architect or engineer (the "Corporation's Designated Engineer") without the Corporation's Designated Engineer's subsequent approval.
  - b. a check with respect to the security payable in connection with this Agreement in the sum of \$500.00 payable to the Corporation in accordance with paragraph 13 of this Agreement, if applicable.
  - c. a check in the sum of \$250.00 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. Corporation's Review of Work as Proposed. Shareholder acknowledges that the Corporation's Designated Engineer, may at Shareholder'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. Shareholder shall provide access to the Apartment, from time to time, to permit the Corporation's Designated Engineer, the Managing Agent, the superintendent of the Building, or any other person the Corporation may authorize, to observe and inspect the Work. Shareholder shall make all corrections specified by the Corporation as a result of such inspections, necessary to bring the Work into conformity with the Plans. The Corporation's failure to inspect shall not be considered a waiver of the Shareholder's obligation to comply with this Agreement and the approved Plans. The Corporation shall notify the Shareholder as to when inspections will be required.

\*Note to Shareholder: This form of Alteration Agreement is to be used for structural alterations to the Apartment (i.e., removing all or part of a wall, changing the plumbing or electrical lines, or replacing windows). If you are just doing cosmetic work (i.e., painting, wallpapering, changing bathroom, kitchen or lighting fixtures without altering the plumbing or electrical lines) use Decorating Agreement.

Shareholder shall promptly correct all parts of the Work (whether or not such work is fabricated, installed or completed) rejected by the Corporation because of its failure to conform to the Plans and specifications previously approved by the Corporation 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 Corporation. Shareholder shall bear all costs of correcting such rejected parts of the Work, including the compensation for additional services to the Corporation of any architect or engineer made necessary thereby.

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

- a. Prior to beginning the Work, to provide the Corporation 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 Corporation'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 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, to deliver to the Corporation a copy of every permit or certificate issued. The determination of the Corporation's Designated Engineer as to the need for any such approval shall be conclusive;
- c. At the completion of the Work, the Shareholder will deliver to the Corporation 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 Shareholder'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 Shareholder's Designated Engineer must submit a statement to that effect. The determination of the Corporation's Designated Engineer as to the need for an amended Certificate of Occupancy shall be conclusive.
- d. To procure from Shareholder's contractor or contractors the insurance policies described on Exhibit "A" attached hereto, which policies shall name the Corporation, the Corporation's officers, directors, shareholders, Designated Engineer, the Managing Agent, and Shareholder, as parties insured. Such policies shall provide that they may not be terminated until at least ten (10) days after written notice to the Corporation. All such policies or certificates evidencing the issuance of the same shall be i) with companies that are reasonably acceptable to the Corporation, and ii) delivered to the Corporation before the Work commences.

4. Shareholder to Give Notice of Actual Commencement of Work. Prior to commencing the Work, Shareholder shall give at least five (5) days' written notice to the Corporation'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 Shareholder'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 Shareholder, or Shareholder's contractor(s) or subcontractor(s), as the case may be.

However, the existence of such insurance shall not relieve Shareholder of liability therefor. If the Managing Agent advises Shareholder of any damage, which in the Managing Agent's opinion, was caused by the Work, Shareholder shall promptly submit such claim to Shareholder's insurance carrier and to Shareholder's contractor(s) or subcontractor(s) for submission to their insurance carrier, as appropriate. Shareholder 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 insuring Shareholder or Shareholder's contractors or subcontractors to expeditiously review and settle damage claims for which they are responsible.

6. Indemnification by Shareholder. Shareholder hereby indemnifies and holds harmless the Corporation, the Corporation's Designated Engineer and employees, the Managing Agent, and other shareholders and residents of the Building against any damages suffered to persons or property as a result of the Work. Shareholder shall reimburse the Corporation, the Corporation's Designated Engineer, Managing Agent, and other shareholders 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 Shareholder'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 Corporation 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 Shareholder's Expense. Shareholder accepts sole responsibility for the Work and for all costs in connection with the Work. If the Corporation obtains legal, engineering or architectural advice either prior or subsequent to granting permission for the Work, Shareholder agrees to reimburse the Corporation, on demand, for any reasonable fees (including attorney's fees) incurred. Shareholder understands and agrees that all costs of labor, equipment and materials incurred by the Corporation, shall be charged to Shareholder as additional rent under the Lease.

8. Shareholder's Contractor to Cooperate with Building Labor. All of Shareholder'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 Corporation.

9. Shareholder's Responsibility for Consequences of Work. Shareholder 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, Shareholder, when so advised, shall promptly remove or correct the cause of the problem as determined by the Corporation. Shareholder agrees that any air conditioning units, terrace plantings and/or structures, wherever located in the Building, may be removed by the Corporation for the purpose of repairs, upkeep or maintenance of the Building, at the sole expense of the Shareholder. If the Shareholder does not promptly remove or correct the problem, the Corporation may have the problem corrected and the Shareholder shall be liable for all costs and expenses incurred therein.

10. Prohibited Construction Methods. Shareholder 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 Shareholder may be installing. Shareholder will not interfere or permit interference with the Building's intercom system, gas, electric, plumbing or any other service. Shareholder agrees that exterior masonry walls shall not be penetrated.

11. Completion of Work. The Shareholder shall use the Shareholder's best efforts to ensure that the Work is completed expeditiously, but in any event all Work shall be completed within an aggregate of 30 working days from the date of commencement of the Work, or such other period as the Corporation, in writing, designates (the "Completion Date"). The Corporation expresses no opinion regarding the feasibility of completion of the Work within this time period. No Work other than decorative work, such as painting, wallpapering or carpeting, may be continued beyond the Completion Date without the Corporation's specific written consent. If the Work shall not have been completed by the Completion Date, the Corporation shall be entitled to apply, from the security funds provided pursuant to paragraph 1(b) of this Alteration Agreement, the sum of \$100.00 per day for each calendar day the Work remains incomplete. These amounts are acknowledged to be liquidated damages, and not a penalty, to compensate the Corporation and the Corporation's shareholders 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 Corporation'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 Corporation may have. If the security funds provided pursuant to paragraph 1(b) are fully applied, the Shareholder agrees to pay all amounts due under this paragraph to the Corporation in weekly installments. The determination of whether the Work is completed shall be made by the Corporation, and the Corporation's determination shall be conclusive. The Shareholder agrees that any consent by the Corporation to perform Work after the Completion Date may be revoked by the Corporation immediately if the Shareholder 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 5:00 p.m. Monday through Friday; provided however, that "noisy work" which may disturb other residents shall not be performed before 9:30 a.m., Monday through Friday. The Work shall not be performed on Saturdays, Sundays and holidays. The Corporation shall be the sole arbiter should there be any doubt as to noise levels which may be disturbing.

13. Shareholder's Security Deposit. As security for the faithful performance and observation by Shareholder of the terms and conditions of this Agreement, Shareholder has deposited the sum indicated in paragraph 1(b) with the Corporation. In the event that Shareholder or persons engaged by Shareholder to perform the Work cause loss, cost or expense to the Corporation, including without limitation any loss, cost or expense arising from or relating to (a) the fees of the Corporation'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 Corporation's attorneys engaged in the event of Shareholder'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 Corporation in connection with any complaints or breach of this Agreement. Shareholder agrees that the Corporation 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, Shareholder shall replenish it to the full amount within (3) days after written demand. Shareholder's failure to so replenish the security deposit shall be a material breach of this Agreement and shall entitle the Corporation to stop the Work, and/or exercise any remedies it has hereunder. If Shareholder 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 Shareholder.

14. Accessibility. Shareholder 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 Corporation's Designated Engineer, such portion shall be uncovered at Shareholder's expense for observation. Such enclosure shall be opened and replaced at Shareholder's expense.

15. Use of Public and Common Areas During Work. Shareholder 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 Corporation may repair them at Shareholder's expense upon the completion of the Work. Shareholder 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 Shareholder shall fail to promptly perform any repair, Shareholder shall promptly pay all reasonable bills for such repairs.

16. Shareholder to Maintain Certain Safety Precautions. Shareholder agrees that functioning fire extinguishers and smoke alarms will be maintained in the Apartment during the Work. Shareholder agrees that the Work shall not block access to any fire exits in the Building. Shareholder 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 Shareholder 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. Shareholder to Control Refuse, Dirt, Dust, Lead Based Paint, etc. a. All precautions will be taken by Shareholder 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 Shareholder's expense. Shareholder 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. Shareholder 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 Shareholder'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 Shareholder shall cause the Shareholder'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 Shareholder 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 Shareholder, the contractor shall provide the occupant with the Pamphlet. The contractor shall be responsible for obtaining the Shareholder's or the occupant's written acknowledgment of receipt of the Pamphlet or a certificate of mailing evidencing same. The Shareholder hereby acknowledges that the Corporation has no liability or obligation in connection with this notification requirement of the EPA.

18. Shareholder to Comply with Laws, etc. Shareholder 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 Shareholder or for Shareholder's benefit. Shareholder 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 Shareholder and Shareholder's Successor in Interest.

a. The Shareholder releases the Corporation, the Managing Agent, the Corporation'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. Notwithstanding anything to the contrary contained in the Lease, the Shareholder 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 Shareholder's successor-in-interest in the Apartment.

b. Shareholder or Shareholder's successor-in-interest (i) shall advise each subsequent purchaser of Shareholder's interest in the Corporation's shares appurtenant to the Apartment (a "Purchaser") of the Work undertaken by the Shareholder 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 Corporation, the Board of Directors 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, in substantially the same form annexed as Exhibit B, executed by any successor-in-interest.

20. Work is of Shareholder's Sole Design. Shareholder recognizes that by granting consent to the Work, the Corporation 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. Shareholder's Breach and Corporation's Remedies. SHAREHOLDER'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 CORPORATION'S CONSENT HAS BEEN GRANTED, IN ADDITION TO ALL OTHER RIGHTS, THE CORPORATION MAY ALSO SUSPEND THE WORK AND PREVENT WORKERS FROM ENTERING SHAREHOLDER'S APARTMENT FOR ANY PURPOSE OTHER THAN TO REMOVE THEIR EQUIPMENT. IN SUCH EVENT, THE CORPORATION MAY ALSO REVOKE PERMISSION FOR SHAREHOLDER 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 Corporation is granting permission to the Shareholder to perform the Work pursuant to the Plans and this Agreement. This permission can be revoked at any time on written notice to the Shareholder as a result of Shareholder's or its agents violation of the terms of this Agreement. The Corporation also agrees to perform its obligations under this Agreement.

\_\_\_\_\_  
Shareholder

\_\_\_\_\_  
Shareholder

325 W. 21 ST., INC.

By: \_\_\_\_\_

Exhibit A

Shareholder'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 Corporation, licensed to do business in the State of New York, and all such policies shall name the Corporation, the Shareholder and the Corporation's managing agent (the "Managing Agent") as additional named insureds. 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.
- (ii) **COMPREHENSIVE GENERAL LIABILITY** 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.

The policy will contain the "Broad Form Comprehensive General Liability" endorsement in Paragraph 1 in such form; the exclusion pertaining to liability assumed by the Contractor under any contract or agreement (Section II paragraph B(1)) is to be deleted. The Completed Operations Coverage is 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, and shall not include a sunset clause without the Corporation's consent.

\$1,000,000 BODILY INJURY & PROPERTY DAMAGE\* (combined single limit)

- (iii) **COMPREHENSIVE AUTOMOBILE LIABILITY**, including non-ownership and hired car coverage, as well as owned vehicles:

\$1,000,000 BODILY INJURY & PROPERTY DAMAGE  
(combined single limit)

- (iv) **\$3,000,000 UMBRELLA LIABILITY, BODILY INJURY, PERSONAL INJURY AND PROPERTY DAMAGE COMBINED\***

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 Corporation showing that such insurance is in full force and the premiums due thereunder have been paid. Such certificates shall provide that the said insurance may not be canceled, terminated or modified without ten (10) days written advance notice thereof to the Corporation. The Contractor shall promptly furnish the Corporation 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 Corporation shall have the right, at its option, at any time, (a) to revoke permission to perform the work and to deny entry into the Building of all workers, except that if such workers are escorted by a member of the

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



Building's staff, they shall be permitted to remove their tools and supplies, or (b) to take out and maintain the said insurance for and in the Corporation's name, the Shareholder's name and the name of the Contractor and the Shareholder agrees to pay the cost thereof and to furnish all necessary information and consents to permit the Corporation to take out and maintain such insurance for the Corporation's account, the Shareholder's account and the account of Contractor. Compliance with the foregoing requirements to carry insurance and furnish certificates shall not relieve the Shareholder or the Contractor from liability assumed under any provisions of this Agreement.

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 Corporation may have for consequential damages or otherwise.

EXHIBIT B

ASSUMPTION OF ALTERATION AGREEMENT\*

WHEREAS, by a certain Assignment of Proprietary Lease, dated \_\_\_\_\_, ("Assignee") will acquire all of the right, title and interest of \_\_\_\_\_ ("Assignor") in and to a certain lease (the "Lease") dated \_\_\_\_\_, between (Apartment Corporation), ("Lessor Corporation"), as lessor, and Assignor, or [her][his] predecessor in interest, as lessee, for apartment \_\_\_\_\_ ("Apartment") in premises known as (address); and

WHEREAS, by instrument dated \_\_\_\_\_ ("Assumption of Lease") Assignee will assume all of the obligations of Assignor as lessee under the Lease, and is about to become the lessee of the Apartment by virtue of said instrument or the execution of a new lease.

NOW, THEREFORE, in consideration of the premises and the consent of Lessor Corporation or its directors to the assignment of the Lease to Assignee and to the transfer to Assignee of the shares of Lessor Corporation which accompany the Lease, Assignee hereby ASSUMES AND AGREES TO PERFORM AND COMPLY with all the terms, covenants and conditions of that certain Alteration Agreement between Assignor and the Lessor Corporation dated \_\_\_\_\_ (copy attached hereto), including, without limitation, the obligation to maintain and repair, at Assignee's expense, the alteration work which was the subject of the Alteration Agreement and any structures, fixtures, appliances, or other items installed or built in connection with such alteration work.

Any breach of this Assumption Agreement or the obligations assumed hereby shall be a breach of the Lease.

This Assumption Agreement and all of its provisions shall be binding on Assignee and [her][his] estate, heirs, executors, administrators, personal representatives, successors and assigns.

New York, N.Y.

Date: \_\_\_\_\_

\_\_\_\_\_, Assignee

State of New York }  
                                  } ss.:  
County of New York }

On this \_\_\_\_\_ day of \_\_\_\_\_, before me personally came \_\_\_\_\_, to me known and known to me to be the individual described in and who executed the foregoing instrument, and duly acknowledged to me that [she][he] executed the same.

\_\_\_\_\_  
Notary Public

\*

To be executed by a purchaser where the apartment being acquired is the subject of an Alteration Agreement in the managing agent's files.