
ALTERATION & RENOVATION GUIDELINES

This notice reviews information required by the Board of Directors of 205 West End Avenue Owners Corporation before considering any request for approval of proposed non-Sponsor shareholder renovation and/or alteration plans. (Under the terms of the Sponsor's offering plan, the Sponsor does not have to comply with this process.)

No shareholder may perform any decorative renovation, minor modification, major alteration or permanent improvement in or to their apartment without prior written approval of the Board of Directors.

Failure to adhere to these guidelines may result in a breach of your Proprietary Lease and could require removal or replacement of any non-conforming work entirely at the shareholder's expense in addition to subjecting any non-complying shareholder to liability for any damages incurred by the Corporation as well as any liquidated damages the Board may decide to impose.

Statement of Purpose

The Board encourages shareholders planning apartment renovations since such alterations enhance the quality of life as well as the economic value of the building.

Nevertheless, the Board is charged with the responsibility of maintaining the health, safety, and property of all residents as well as the structural integrity of the building and its operating systems.

The Board does not enjoy placing restrictions upon a shareholder's freedom of choice with regard to desired renovation and/or alteration plans; however, both considered judgment and professional engineering studies suggest certain limitations should be imposed.

Shareholders should be aware they are responsible for their contractors who may choose (for economic and/or other reasons) to ignore Board requirements.

Reasons for Complying with Approval Process

1. Renovation without Board approval (or in a manner not complying with Board approved plans) places a shareholder ***in default of their Proprietary Lease*** which means the Board has legal recourse against any equity that a shareholder has in their apartment as a means of satisfying judgments. In addition, the Board can seek eviction of offending shareholders.
2. Renovation without Board approval (or in a manner not complying with Board approved plans) may subject an offending shareholder to a fee ("liquidated damages") of up to \$5,000, at the sole discretion of the Board, over and above any charges and/or fees the

Board may impose due to costs incurred by the Corporation as a result of a shareholder's non-compliance with the approval process and/or alteration plans as approved by the Board.

3. All monies owed by an offending shareholder to the Corporation are considered (by Board resolution) "additional rent"; non-payment by any offending shareholder of these charges makes them subject to late fees which currently are ten (10%) per cent per month compounded monthly. If these charges are allowed to accumulate without the problem being resolved, they can become very substantial.
4. Some renovation and/or alteration plans **require compliance with Local Law No.58**. This law, nicknamed the "Handicap Law", requires anyone doing renovations to follow established guidelines which would make their apartments accessible to the handicapped.

Shareholders must comply with Local Law No. 58 even though it can add substantial cost to renovation and/or alteration plans.

5. Some renovation and/or alteration plans **require permits** from the New York City. Local Law No. 51 of the City of New York became effective 9/01/88; this law deals with permits. In essence, the law amends the administrative code of the City in relation to imposition of civil penalties where construction work is commenced without a permit. The penalties described under the law shall be ten (10) times the amount of the permit.

It is the **sole responsibility of a shareholder** to file with the City for any necessary permits and pay their cost. The cost of required permits and/or the cost of using a service to expedite City approval of such permits can be substantial.

It is the experience of most knowledgeable people that the Department of Buildings is backed-up with applications; **obtaining City approval, where required, may be the most time-consuming part** of an anticipated renovation and/or alteration process.

6. Some renovation and/or alteration plans **require compliance with Local Law No. 76**. This law pertains to projects which require removing or disturbing asbestos and requires a Certificate of Compliance. While the building is believed free of asbestos (see Black Book) some may exist behind the walls most probably in the area of the kitchen.
7. Some renovation and/or alteration plans **require inspection** by an architect and/or engineer employed by the Board **after completion** of renovation and/or alteration plans to insure all work was done as approved. Further, the Board may require inspection by a Board employed architect and/or engineer one or more times during the course of a renovation and/or alteration.

Types of Renovations & Alterations

All renovations and/or alteration plans shall be assigned to one of two categories:

Category 1, decorative renovation

Category 2, alterations

Category 1, Decorative Renovation

Many decorative renovations may be accomplished by shareholders performing the work themselves in which case Board approval is not required; however, decorative renovations require Board approval if performed and/or installed by non-shareholders. Decorative renovations performed by others (i.e., outside contractors or building staff working on their own time) must be approved by the Board.

Some examples of Decorative Renovations are as follows:

- Painting, wall papering or plastering.
- Carpeting wall-to-wall.
- Ceramic tiling of floor and/or walls.
- Gypsum, vinyl and/or linoleum tiling or removal.
- Floor refinishing (only water based floor finisher)
- Installing mirrored glass on a wall.
- Installing window treatments (as long as they are not secured to the window frame).
- Replacement of switch plates.
- Replacement of interior doors (so long as no modification of the opening size or placement occurs).
- Tiling or carpeting balcony floors (so long as they meet required specifications).

Note, decorative renovations include work that does not influence or disturb the building's structure or any of its systems including the mechanical, electrical, plumbing (both water and sewage) and heating elements.

Category 2, Alterations

This category includes any and all work which affects the building's mechanical, electrical, plumbing and/or heating systems as well as the building's structural integrity.

To comply with current insurance regulations, a shareholder undertaking a Category 2 alteration **must include** an upgrading of the electrical box from type "S" fuses to circuit breakers. The electrical service load (amperage) allocated to each apartment must remain as built and must not be enlarged.

Additionally, this category includes any work which the City of New York requires filing with the Department of Buildings under either a Building Notice or an Alteration Application. Such work may effect room count and/or its arrangement and, hence, the building's Certificate of Occupancy; also issues relating to exiting, fire laws, handicap laws, and other items are subject to City regulations and policed by City inspectors.

Some examples of Alterations are as follows:

- Installation of kitchen or bathroom cabinets or fixtures.
- Installation of any furniture (including prefabricated or built-in) requiring plumbing connections or direct hard wiring of electricity .
- Relocation or replacement of electrical outlets or plumbing fixtures.
- Relocation or removal, in part or in whole, of any walls, partitions, floor slabs or door openings.
- Modification (including additions or subtractions) to the air conditioning, heating or ventilation systems.
- Installation of appliances requiring a direct hook-up to a building system.
- Installation of waste disposals under guidelines established by the building engineer subject to adequate capacity in the plumbing lines.
- Installation of washer-dryer in place of either a bathroom or kitchen.
- Installation of lighting fixtures hard wired to an outlet. **(Note, it is not permitted to recess, cut or channel wiring, electrical boxes or tracks in the ceiling or floor concrete slabs).**

REQUIRED BEFORE BOARD WILL CONSIDER CATEGORY 1 PLANS

1. Submitted to the Managing Agent three signed and completed "Decorative Renovation and/or Alteration Agreements" **(form attached)** wherein all shareholders certify they have:
 - a. Read the Proprietary Lease and Cooperative House Rules (pages 373-420 of the offering plan) along with any changes, modifications and/or rewording of the House Rules approved by the Board of Directors.
 - b. Indicated into which of the two categories they believe their renovation and/or alteration plans should be assigned: category 1, decorative renovations, or category 2, alterations.
 - c. Indicated the estimated number of days required for completion of any decorative renovations and/or alterations, said estimated number of days either to be from the time municipal approval is granted or, if no such approval is required, from the date the shareholder's plans are approved by the Corporation.
2. Submitted in writing to the Managing Agent all of the following items:
 - a. The name and address and phone number of any contractor(s);
 - b. A copy of **each** contractor's Certificate of Insurance in an amount not less than \$1,000,000 for liability and coverage for Workmen's Compensation Insurance, naming 205 West End Avenue Owners Corporation, the shareholder, and the Managing Agent as additional insured's. All contractors must be licensed and proof of insurance filed with New York City Department of Buildings; and
 - c. A short, but complete, description of the scope of the work to be done.

3. A check for **\$500** from the shareholder (payable to 205 West End Avenue Owners Corp.) to act as a security deposit for possible damage to the building as a result of entry and exiting of the building by individuals employed by the shareholder and/or the shareholder's contractor and/or subcontractors. (Managing Agent may determine whether larger deposits should be required.) These funds will be returned after inspection of the work if no damage occurs; if damage occurs, any remaining balance will be refunded.

Required Before Board Will Consider Category 2 Plans

1. Submitted to the Managing Agent three signed and completed "Decorative Renovation and/or Alteration Agreements" (**form attached**) wherein all shareholders certify they have:
 - a. Read the Proprietary Lease and Cooperative House Rules (pages 373-420 of the offering plan) along with any changes, modifications and/or rewording of the House Rules approved by the Board of Directors.
 - b. Indicated into which of the two categories they believe their renovation and/or alteration plans should be assigned: category 1, decorative renovations, or category 2, alterations.
 - c. Indicated the estimated **number of days** required for completion of any decorative renovations and/or alterations, said estimated number of days either to be from the time municipal approval is granted or, if no such approval is required, from the date the shareholder's plans are approved by the Corporation.
2. Submitted in writing to the Managing Agent all of the following items:
 - a. The name and address of any contractor(s);
 - b. A copy of **each** contractor's Certificate of Insurance in an amount not less than \$1,000,000 for liability and coverage for Workmen's Compensation Insurance, naming 205 West End Avenue Owners Corporation, the shareholder, and the Managing Agent as additional insured's. All contractors must be licensed and proof of insurance filed with New York City Department of Buildings; and
 - c. Licensed plumbers and electricians must perform all necessary plumbing and electrical connections. A copy of license is required.
 - d. A short, but complete, description of the scope of the work to be done.
3. A check for **\$1000** from the shareholder (payable to 205 West End Avenue Owners Corporation) to act as a security deposit for possible damage to the building as a result of entry and exiting of the building by individuals employed by the shareholder and/or the shareholder's contractor and/or subcontractors. (Managing Agent may determine whether larger deposits should be required.) These funds will be returned after inspection if no damage occurs; if damage occurs, any remaining balance will be refunded.

4. A check (amount to be determined) from the shareholder (payable to a firm designated by the Board - the name may be obtained from Managing Agent) to cover the cost of:

Employing a Board designated architect and/or engineer to review the application.

Employing a Board designated architect and/or engineer to inspect the apartment upon completion of anticipated alteration plans.

5. A drawing by either a licensed architect or a professional engineer detailing the following (any such drawing will not be accepted if prepared by interior designers, decorators or planning firms such as kitchen design consultants):

- a. The affected area prior to any proposed alteration.
- b. The affected area as it will appear after the proposed alteration.
- c. Notation of any walls, closets, electrical lines or plumbing that may be added, altered or removed. This **must include** specifications for the replacement of the fuse box with circuit breakers.
- d. A legend indicating the materials to be used, the manner in which the work will be performed, and the time frame for such work.

4. Any applicable Building Notice application and plans if the proposed alteration must be performed under any such notice.

5. Any applicable application for change in the building's Certificate of Occupancy (required for any alterations that affect room count or, by combining apartments, apartment count).

6. This procedure requires architect or engineer to file and procure at shareholder's sole expense.

7. An Alteration Application

8. An amendment to the Certificate of Occupancy

9. Shareholders are encouraged (at their expense) to discuss any possible changes to the Certificate of Occupancy with the Corporation's architect.

10. Any applicable Certificate of Compliance with Local Law 76 (pertaining to projects which require removing or disturbing asbestos) if the proposed alteration must be performed under any such Certificate.

11. A check for \$100 from shareholder (payable to 205 West End Avenue Owners Corporation) to cover the cost of building staff (or outside employees) acting as a security guard during at least one day of any approved renovation and/or alteration plans. (Additional daily charges may be imposed before the plans submitted are approved if the scope of the proposed alterations suggests, in the sole opinion of the Board, that supervision of the door will be required over a period of more than one day.)

Suggestions Regarding Potential Problem Areas

1. In general, the Board **will not approve** any renovation and/or alteration that changes the exterior appearance of the building even if such change may not be seen from ground level.
 - Enclosing a balcony.
 - Tiling of balcony floor.
 - Painting balcony railings, dividers, "floors" and "ceilings" a color different from the standard color approved for the building.
 - Enlarging and/or adding and/or deleting a window opening or a door opening to the building's exterior.
 - Installing "picture" windows and/or any other windows whose appearance differs from those currently in place.
 - Enlarging and/or adding and/or deleting an air conditioner opening either to accommodate a different size unit or to extend a unit beyond the surface of the masonry.
 - Mounting an air conditioning unit in a window.
 - Installing an air conditioning unit which does not meet the requirements of the State of New York with regard to its Energy Efficiency Rating (E.E.R.) or which might otherwise place demands on the building's electrical systems judged imprudent.
2. The Board will approve installation of clothing washers and/or dryers if they replace an existing kitchen or bathroom (i.e., in a combined unit).
3. At this time, the Board may not approve certain high consumption electrical devices (resistance heating elements) especially those considered "non-essential"; a steam generator for a shower is an example of this type of device.
4. At this time, the Board is not approving any upgrade of electrical service from the electrical closet serving the shareholder's floor to shareholder's apartment.
5. The electrical service load (amperage) allocated to each apartment must remain as built and shall not be increased. The Board encourages installation of new electrical service panels with circuit breakers.
6. The Board does not approve "channeling" into the concrete slab of the ceiling or floor since any such action weakens the structural integrity of the building especially if performed in an unsupervised manner by a contractor.
 - a. The primary purpose of any "channeling" usually is an esthetic one to "hide" wires from sight. On a case-by-case basis, the Board will approve drilling of small holes to reach a "re-bar" so that a dropped ceiling may be attached. A dropped ceiling provides one alternative to "channeling" to hide wires. Other alternatives exist including use of a soffit.
7. Existing service risers (electrical and plumbing), whether exposed or in service

chases, shall not be relocated.

8. Existing plumbing fixtures (sinks, lavatories, toilets, and tubs) may be replaced or relocated, but additional fixtures on any riser may not be approved.
9. Built-in fixtures and furniture shall be constructed so as to provide accessibility to the existing building services such as pipe chases, electrical risers and air conditioners. Any damages done to shareholder owned fixtures not providing proper accessibility by persons authorized by the Corporation to repair non-accessible services shall be the sole responsibility of shareholder as shall any other incremental charges the Corporation may so incur.
10. All approved renovations and/or alteration plans which include a plumbing connection of any kind behind an interior wall or other fixtures and furnitures must obtain approval from the building's Superintendent before any final closure makes inspection of the connection impossible.
 - b. The superintendent will make himself available to any contractor for any such inspection without any unreasonable delay.
 - c. The building's superintendent possesses much experience with regard to the materials and manner with which any such connections should be completed in order to avoid leaks and/or other problems. He also has a "water key" for controlling the flow of water while work is in progress.
11. The prime contractor of every Category 2 alteration must meet or talk with the building's Superintendent, Mr. Martin Finneran (212-496-5617), prior to beginning work for a brief discussion of the project; such a discussion will benefit shareholder, contractor and the Corporation.

Time Required for Approval

All requests are reviewed. Shareholders are reminded Board members contribute their time on a voluntary basis and have many demands upon them for resolution of problems. Shareholders should appreciate the urgency of their needs may not reflect the reality of time available from Board members especially since attention to many other issues benefits all shareholders as a group.

Category 1

In general, the main impediment to approval of these renovation plans and/or alterations may be proof of adequate insurance coverage by the contractor.

Category 2

After review by a designated Board committee, shareholder's application probably will be reviewed by a Board designated engineer and/or architect.

Shareholder should plan a **MINIMUM** of two weeks from submission of a **COMPLETE** renovation and/or alteration package until hearing from Managing Agent whether any problems exist.

It is the Board's experience, most major renovation and/or alteration requests are not approved as submitted; hence, approval usually takes longer than two weeks.

Summary

Two completed renovation and/or alteration requests should be submitted to the Managing Agent, AKAM Associates at its on site office.

The building's employees will allow entry to a shareholder's apartment only if a signed, dated and approved copy of the attached form is in the possession of the following:

AKAM Associates
Martin Finneran, Resident Manager

Shareholders should deliver two signed copies of the Decorative Renovation and/or Alteration Agreement to the Management Office in the 205 West End lobby. The Managing Agent will be responsible for distributing copies.

Rules and Requirements Governing Contractors

Shareholders will be held responsible for the behavior of their contractors, their contractor's employees and any subcontractors used by their contractor.

The following rules and requirements must be followed.

1. A written schedule of all deliveries must be submitted to the Managing Agent, AKAM Associates.
2. Work may take place on weekdays only, beginning no earlier than 8:00 A.M. and ceasing no later than 5:00 P.M. Absolutely no work may take place on weekends or legal holidays. No exceptions will be made for contractors to extend their work hours.

Work will not be permitted in the building on the following holidays:

New Year's Day	Memorial Day	Election Day
Martin Luther King's Birthday	Independence Day	Veteran's Day
Lincoln's Birthday	Labor Day	Thanksgiving Day (& the day after)
President's Day	Rosh Hashanah (Both Days)	Hanukkah
Good Friday	Yom Kippur	Christmas Day
Passover (Days 1,2,7,8)	Columbus Day	

Work which will produce unusual noise which other residents find disturbing may not commence prior to 10:00 A.M.

3. Contractor must check with the Managing Agent prior to beginning any work on a job to insure the work is approved.
4. All workmen must each day first sign-in at the doorman's station before proceeding to the job site.
5. All workmen and equipment must enter and exit using one of the two rear entrances designated by the building's Superintendent.
6. All workmen and delivery men **must use only** the East side or West side **padded Service Elevator** to move both themselves and their equipment and supplies. Anyone using the passenger elevators will be subject to a fine of \$50 and assessed for any damage that may result to the passenger elevators; this fine will be charged to shareholder who may attempt to collect it from their contractor.
7. Contractors must protect hallway carpeting, as necessary, covering it with masonite board, drop cloths or thick brown paper (whichever is required) while work is in progress. Contractor will clean and vacuum all public spaces including hallways on a daily basis to the satisfaction of the Managing Agent. The shareholder will be held liable by the Board of Directors for any and all damage to the building caused by the shareholder's contractor, its employees and/or its subcontractors. In the event of any damage, the Board may stop all work until adequate attention to the problem(s) is provided.

8. Contractors are solely responsible for the removal of all debris from the building to the curb in approved containers to be picked-up in a schedule to be determined by the Managing Agent; such debris includes, but is not limited to: old appliances, cabinets, bathtubs, other fixtures, carpeting, tiles, plaster, glass and other more common garbage. In the event a contractor leaves debris in the hallway garbage closets or thrown down the garbage chute or left in other inappropriate areas of the basement or outside the building, the Board may impose liquidated damages against the shareholder undergoing said renovation or alteration.
9. Contractors must notify the Managing Agent forty-eight (48) hours in advance of any contemplated replacement of plumbing fixtures which require shutdown of a water line and/or a gas line or for any contemplated replacement of shutoff valves for sinks, showers or appliances contractors are limited to one (1) shutdown per alteration and the shutdown may not be for more than four (4) hours.
10. The contractor and his subcontractor shall be responsible for the prevention of hazards to personal property, including not only that of the contractor's shareholder but also that of other building residents and the public both immediately prior to the commencement of actual work and during the progress of the work. The contractor and his subcontractor shall be responsible for compliance with the Occupational Safety and Health Act (OSHA) and all other applicable City, County and State laws and regulations.
11. Contractors and workmen **do not** have parking privileges in the outdoor parking spaces (both in front and in back of the building) except when unloading and loading supplies in areas designated and approved by the building's Superintendent. The parking spaces are leased and/or owned by residents. If this regulation is violated, the Board may charge the shareholder liquidated damages for said violations.
12. Contractors shall provide adequate supervision of workmen on the site at all times.
13. Contractors must provide a commencement date and a reasonable estimate of a completion date to which they must adhere.
14. The attached "Decorative Renovation and/or Alteration Agreement must be completed, signed and dated by all shareholders and submitted to the Managing Agent in triplicate.
15. The Board of Directors specifically reserve the right to require a refundable deposit in any reasonable amount up to (and beyond) five thousand (\$5,000) dollars as security until all work is completed in the approved manner and until all appropriate approvals have been obtained by the shareholder and/or their contractor, said deposit to be paid by **Certified Check** if demanded by the Board.

Effective May 1, 1997, all bath and shower valves installed shall be balanced pressure-mixing valves, or thermostatic mixing valves, or a combination pressure balancing/thermostatic valve, conforming to the requirements of ASSE 1016 (December 1988). Water temperature control valves shall be equipped with high-limit stops adjusted to a maximum hot water setting of 120 degrees Fahrenheit.

DECORATIVE RENOVATION/ALTERATION AGREEMENT

Board of Directors
205 West End Avenue Owners Corp.
AKAM Associates
Managing Agent

Dear Sirs:

We have asked 205 West End Avenue Owners Corp. (the "Corporation") for its written consent to the making of certain decorative renovations and/or alterations (the "Alteration") to an apartment _____ (the "Apartment") in premises 205 West End Avenue, New York 10023 (the "Building")

We have submitted to the Corporation, for its approval. The plans and specifications annexed hereto (the "Plans") for the Alterations.

We hereby certify that we have:

- read the Proprietary Lease and Cooperative House Rules (pages 373-420 of the offering plan) along with any changes, modifications and/or rewording of the House Rules approved by the Board of Directors; and
- read a notice from the Board to Shareholders entitled "Renovation & Alteration Guidelines."

We agree to abide by all the terms and conditions set forth in the above documents.

It is the opinion of those shareholders signing below that any renovation and/or alteration Plan herein attached for consideration may best be characterized by the single category checked below. We understand the Board of Directors will make the final determination:

Category #1, decorative renovation _____
Category #2, alteration _____

The Corporation hereby approve the Plan and consents to the making of the Alterations on the following conditions:

- 1 A. Before any Alteration shall be started:
 - (i) if you and /or the Board of Directors and/or the
 - (ii) Managing Agent judge your Alteration to be classified as a Category #2 Alteration, you shall furnish to the Corporation a letter from a licensed architect or engineer, which letter shall certify that the electrical loads required as a result of the Alteration (a) will not be in excess of the present electrical capacity of

the Apartment, and (b) will not adversely affect the Building's electrical service;

(iii) you shall file the Plans with all proper municipal departments and shall obtain all governmental approvals, permits and certificates that may be required. The Corporation's managing agent (the "Managing Agent") shall be notified of the building permit number, if any, assigned to the Plans and shall be given a copy of each of the permits and aforementioned certificates within 10 days of your receiving same.

(iv) you shall furnish the Corporation with a conformed copy of each and every agreement made with your contractor; and

(v) you shall procure from your contractor and submit for the Corporation's approval the contractor's written agreement waiving the right to file any mechanic's liens or other liens, attachment or encumbrance against the Corporation's property which may arise out of or in connection with Alterations. Proof that the contractor has obtained similar waivers from all subcontractors shall be filed with the Managing Agent before such subcontractors commence their work. If you are unable to obtain said waiver of liens, then you may in acceptable to the Corporation.

B. At the completion of the Alterations, you shall obtain a Certificate of Occupancy permitting residential Occupancy of the Apartment and a Certificate of the Board of Fire Underwriters with respect thereto, if required.

2. You shall assume all responsibility for the Alterations and agree that neither the Corporation nor the Managing Agent will be responsible for failure of efficient performance of building services to the Apartment resulting from the Alterations. You agree to assume all responsibility for the weather-tightness of any installation affecting exterior walls or roofs and waterproofing of any portion of the Building structure directly or indirectly affected by the alterations and for the maintenance and performance of all heating, plumbing, air-conditioning and other equipment installed, or altered, by you during the balance of your lease term.

3. The contractor who performs the Alterations shall obtain the following insurance coverage:

\$1,000,000 comprehensive liability
\$1,000,000 property damage liability
Workmen's compensation and employee's liability covering all employees of the contractor and any subcontractor.

Certificates of such insurance shall be filed with the Managing Agent before the Alterations are commenced, such certificates shall:

name the Corporation, the Managing Agent and you as additional parties insured, as their interests appear; and

Provide that such insurance will not be terminated unless at least 10 days' notice is given to the Managing Agent.

4. The Alterations and materials used shall be of the quality and style in keeping with the general character of the Building. You are to take all precautions to prevent any damage to the Building, its mechanical systems and property of all other tenants and occupants in the Building which result from or may be attributable to the Alterations. All demolition, reconstruction and installation work, as set forth in the Plans, shall be performed and completed _____ days from the date when municipal approval has been granted or, if no municipal approval is required, from the date hereof. The renovations and/or alterations shall be performed only between the hours of 8: am and 5:00pm., and work which will produce unusual noise which might be disturbing to other tenants shall not be commenced before 10:00 a.m., but no work shall be performed on Saturdays, Sundays or Holidays. All rubbish, rubble, discarded equipment or other material, empty packing cartons, etc. are to be removed promptly from the Building, at your sole cost and expense, in barrels or bags or other restraining containers, in the service elevator, at such times and in such manner as the superintendent of the Building may direct. You shall see to it that apartments in the Building may direct. You shall see to it that all precautions shall be taken to prevent dirt and dust from permeating other parts of the Building or other apartments in the Building during the progress of the Alterations.
5. A. the entire cost of the Alterations, including the cost of the Plans, and the procurement of all required approvals, licensed, permits and certificates, shall be paid in full by you within thirty days after the completion of the Alterations. If, for any reason whatsoever, one or more mechanic's liens are filed for work done, or material furnished, in connection with the Alterations, you shall at you sole expense cause such mechanic's liens to be discharged. If you fail to discharge-said mechanic's lien or liens, the Corporation may exercise all rights and remedies reserved to it in you proprietary lease.
- B. you herewith remit to our Managing Agent:
- (i) a **Certified Check**, payable to the order of the Corporation, in the amount of \$500 to act as security deposit for possible damage to the Building;
- (ii) a check , payable to the order of the Corporation, in the amount of \$100 (or more, if requested by the Board) to cover the cost the of building staff or outside employees acting as a security guard during the movement of material in or out of the Building over the course of any approved Alterations;
- (iii) if you and/or the Board of Directors and/or the Managing Agent judge your Alteration to be classified as a Category # 2 Alteration, a check payable to the order of the Building's architect, in an amount to be determined based on the extent of the work, for architectural services rendered to the Corporation in connection with approval of you Plan; and
- (iv) if you and/or the Board of Directors and/or the Managing Agent judge your Alteration to be classified as Category #2 Alteration, a \$100 check payable to the order of the Building's architect, for architectural services rendered tot he Corporation in connection with a post-completion inspection of your Alterations to insure actual alterations are in compliance with the approved Plans, said \$100 to be refunded if the Building's architect judges no such post-completion inspection is necessary.

6. By executing this Agreement, you undertake to indemnify and hold harmless the Corporation, the managing Agent and the tenants and occupants in the Building against any claims for damage to persons or property suffered as a result of the Alterations or whether or not caused by negligence (whether of myself, my architects, engineers, designers, contractors, subcontractors, or any other employees), and any expenses (including, without limitation, attorney's fees and disbursements) incurred by the Corporation in connection therewith. If requested, you shall procure a bond or agreement from an insurance company, acceptable to the Corporation, in such sum as the Board of Directors directs, insuring performance by you of the provisions of this paragraph.
7. In granting the consent requested, it is understood that the Corporation makes no representations as to the design, feasibility or efficiency of the Alterations or whether you will be able to obtain the required permits and certificates. If the operation of the Building or any of its equipment is in any way adversely affected by reason of the Alterations, you agree at your sole cost and expense to remove promptly the cause thereof upon being advised thereof by the Corporation or the Managing Agent.
8. The Board of Directors or the Managing Agent may suspend all work authorized hereby if you fail to comply with the terms of your proprietary lease or the House Rules applicable to the Alterations or the terms and conditions discussed in a notice from the Board to shareholders entitled "Renovation & Alteration Guidelines", or the terms hereof.
9. This agreement may not be changed orally.

Subject to the foregoing conditions, this consent shall become effective upon signing and returning to the Managing Agent three (3) copies of this letter accepting conditions of this consent but only if followed by, if the Plans are approved, our returning one fully executed copy to you for your files.

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Agreed:

Shareholder #1

Shareholder #2