

440 Mamaroneck Avenue, Suite S 512
Harrison, NY 10528

T : 914.813.1900
F : 914.813.1919

www.stillmanmanagement.com



Shareholder(s)

New York Teachers Housing Corp.

3130 Irwin Avenue / 3125 Tibbett Avenue

Bronx, NY 10463

Re: Apartment Alterations

Dear Shareholder(s):

Attached please find the Alteration Agreement for New York Teachers Housing Corp.
The following items require submission to the management office:

- Three (3) sets of architectural plans, *if applicable*, for performance of a structural alteration.
- Copy(ies) of signed contract(s) with all contractors hired listing their scope of work.
- One (1) original signed copy of the Alteration Agreement form.
- If plumbing work is being performed, a copy of the plumber's license.
- If electrical work is being performed, a copy of the electrician's license.
- All Contractors must submit a Certificate(s) of Insurance, naming (1) The Shareholder(s); (2) New York Teachers Housing Corp.; and (3) Stillman Management Realty Corp. as Additional Insureds with respect to the work performed in Apartment _____ at _____ 3130 Irwin Avenue or _____ 3125 Tibbett Avenue, Bronx, NY 10463. The certificate holder is New York Teachers Housing Corp., c/o Stillman Management Realty Corp. 440 Mamaroneck Ave Ste 512 Harrison NY 10528
- Check in the amount of \$500.00 as a refundable damage deposit payable to New York Teachers Housing Corp.
- Check in the amount of \$350.00 as a non-refundable alteration processing fee payable to Stillman Management Realty Corp.

Once complete, please submit the completed package to:

New York Teachers Housing Corp.
C/O Stillman Management Realty Corp
440 Mamaroneck Ave Ste 512
Harrison NY 10528
Attn: Property Manager

Structural alterations will require review by the Cooperative's architect at an additional cost borne by the shareholder as well as approval by the Board of Directors. All apartment alterations (decorative and structural) require the approval of the Managing Agent prior to work commencement being authorized. Please comply with all requirements set forth in the Agreement before returning the completed documents to our office.



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Shareholder(s)

New York Teachers Housing Corp.

3130 Irwin Avenue / 3125 Tibbett Avenue

Bronx, NY 10463

Re: Apartment Alterations

Dear Shareholder(s):

The Cooperative Corporation has prepared a description of the process you will need to follow in making alterations/renovations or decorating improvements to your apartment.

You may have some changes in mind and perhaps you have already met with an architect or designer. Before you make any financial commitment or settle on a specific plan, please read the enclosed standard agreements and review the information carefully with your architect, designer and/or contractor. You will save yourself days, weeks or even months of frustration by understanding in advance what is expected of you.

There are three types of work that you may be considering, Repairs, Decorations and Alterations, and each requires a different process. The steps for each are outlined below. The Agreements governing each project are based on forms developed by the Real Estate Board of New York organization and are recommended for use by residential cooperative properties in New York City.

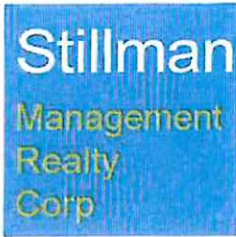
Repairs (No Agreement)

Repairs are the simplest type and these projects have little or no impact on the common elements of the building and other residents. Items of this nature include repair or replacement of a lighting or electrical fixture or plumbing fixture in the same location (no demolition), appliance repair, and the installation of window air conditioners. For this class of work, all that is required is a certificate of insurance (the same as is required under a decorating or alteration agreement) and advance scheduling with the superintendent. There are no fees to be submitted to the Corporation or the Managing Agent.

Decorating Alteration

This class includes minor jobs that DO NOT require any changes to wiring, plumbing, etc. Completion of the decorating agreement relates to: (a) painting, wallpapering and similar decorative work, including cabinetry, (b) sanding and staining existing wood flooring, (c) replacing existing appliances with new models (in the same location with NO wiring, electrical plumbing or venting changes of any kind). Any contractor, painter, or worker working on your project will have to provide the proper insurance certificates before work can commence (request a copy of the Decorating Agreement).

If you think that your project falls into the decorating category, complete and sign the Decorating Agreement Application and return it with the other required documents from your contractor. The managing agent will review your project to confirm that it qualifies as a decorating project (as opposed to a structural alteration project as described below). If the project indeed falls under the decorating agreement, the managing agent will notify you of when work is approved to commence so as not to conflict with other projects in the building.



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Structural Alteration

Some examples include: removal or construction of any wall or ceiling; installation of new flooring or partitions; any new or modified penetrations of the exterior building wall (i.e., approved through-wall a/c or exhaust vent); replacement of windows heating and air conditioning work (excluding sleeve and window AC units); electrical work; plumbing work; and combination of apartments, kitchen and bathroom alterations which involve reconfiguration of space and installation of new appliances & plumbing fixtures.

All structural alterations are subject to review (at your expense) by the Cooperative's architect and must receive the signed approval of the Cooperative Corporation. Depending on the scale of the project, the work may need to be filed with the NYC Department of Buildings agency.

We advise you to read these documents carefully as the Cooperative Corporation considers them a binding contract.

If you have any specific questions regarding these building policies, please contact our managing agent.



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ALTERATION AGREEMENT

SHAREHOLDER: _____

Building: _____ Apartment _____ Date: _____

NEW YORK TEACHERS HOUSING CORP. ("the Corporation") hereby grants its consent to you to perform the alterations and work in the above-captioned apartment in accordance with the architectural or other plans prepared by _____ consisting of _____, dated _____ upon the understanding that:

You shall reimburse the Corporation for all fees in connection with the review of the architectural plans submitted by you and for subsequent or periodic inspections during or upon completion of the work.

You will supply copies of any and all licenses issued to your contractors, subcontractors or other employees.

You will obtain all required approvals from and comply with all laws, rules, regulations and ordinances of government authorities and agencies, including, but not limited to, the Department of Buildings and the Landmarks Commission, having jurisdiction and not more than ten (10) days after receipt of such approvals, deliver to the Corporation a copy of each permit and certificate issued. If no approvals are deemed necessary by your contractor, subcontractor and/or other employees, a letter on the letterhead of such employee(s) shall be submitted to the Corporation stating that fact. In addition, your architect will prepare and submit a schedule of all work to be performed by each contractor or subcontractor in the time allotted, setting forth the number of weeks and days of the various trades.

You will furnish to the Corporation from your contractor, subcontractor or from any other persons performing work on your behalf, Certificates of Insurance for comprehensive liability, bodily injury and property damage of not less than One Million Dollars (\$1,000,000) each, naming NEW YORK TEACHERS HOUSING CORP. and STILLMAN MANAGEMENT REALTY CORP. and all shareholders of the above- referenced apartment covering all employees or persons, which coverage shall be maintained at all times as long as your contractors or subcontractors are engaged in the performance of their work and the completed operation coverage will be maintained for one (1) year after the completion of all work.

You will notify, in writing, the owners of apartments adjacent to, above, and below you that alterations will be performed, their duration and that you will indemnify them for any damage whatsoever, provided that owners of said apartments will permit your designated representatives to inspect the premises prior to the commencement of work. Copies of each letter will be delivered to the Managing Agent before any work commences.

In addition, you agree to indemnify and hold harmless the Corporation, its stockholders, Managing Agent, consultants and employees, from any personal injury, liability or damage to any personal property or to any part of the building's structure, its utilities, equipment or furnishings which may arise from the work being performed.

The work must be completed within 120 days from the date of commencement, and in the event the work to be performed in the apartment is not commenced within thirty (30) days of the date of this letter, this agreement shall become null and void. No work may be performed beyond the 120 day period without specific written consent. If such consent is granted, a penalty of One Hundred Dollars (\$100) per day will be imposed for each additional working day.



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No work can commence before 8:30 a.m. or continue after 5:00 p.m., nor can work be performed on Saturdays, Sundays or holidays. If there is any interruption in the normal day-to-day operation of the building or if the House Rules are violated, the Managing Agent or Superintendent has the right at its sole discretion to halt the work until the contractors comply.

Your contractors will take all precautions to prevent dirt and dust from penetrating other parts of the building during the progress of the alterations. Materials and rubbish will be placed in barrels or bags before being taken out of the apartment daily. All such barrels or bags, rubbish and rubble, discarded equipment, empty packing cartons and other materials will be removed from the premises daily at your expense. If you fail to remove dirt, dust, debris, rubbish or whatsoever, the Corporation shall do so at your cost and expense.

The work will not interfere with the normal daily operation of the building or violate the terms and conditions of your Proprietary Lease, including the House Rules. In the event it becomes necessary to employ any building staff on an overtime basis, you agree to reimburse the Corporation for any wages or related expenses incurred.

Upon completion of the alterations, your architect or contractor will furnish to the Corporation an amended Certificate of Occupancy, a Certificate of the Board of Fire Underwriters and such other proof as may be necessary to indicate all work has been done in accordance with all applicable laws, rules and regulations of governmental authorities.

You understand that all fees, penalties and expenses incurred by you, and required pursuant to this Agreement, shall be considered as additional rent pursuant to the terms of your Proprietary Lease with this Corporation.

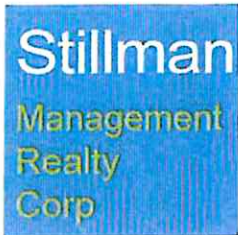
You assume all responsibility for the maintenance and repair of any alterations and installations after completion. This responsibility covers all work, whether or not structural, weather tightness of windows, exterior walls or roofs, waterproofing of every part of the building directly or indirectly affected by the work, and maintenance of all heating, plumbing, air conditioning, electrical and other equipment installed or altered pursuant hereto. If the operation of the building, its heating, air conditioning, electrical and plumbing system or any of its equipment is adversely affected by the work, you shall, when so advised, promptly remove the cause of the problem or if there is any damage in any way whatsoever to the building, its machinery or equipment, you will reimburse the Corporation for the cost of the equipment and for the cost of the restoration.

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

You will 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 you will have installed window guards if a child or children ten (10) years old or under lives or resides in your unit pursuant to Section 131.15 of the New York City Health Code.

You will bear the entire cost of alterations and installations, guarantee completion of the work and pay all bills incurred in connection therewith, no later than thirty (30) days after completion of the work. If any mechanics liens are filed for work claimed to have been done or materials alleged to have been supplied, you shall cause such liens to be discharged within ten (10) days after such filing. If you fail to do so, the Corporation may exercise any and all of its rights and remedies under the Proprietary Lease or this Agreement.

You recognize that by granting consent to the work, we do not profess to express any opinion as to the design, feasibility



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or efficiency of the work, materials or equipment used.

You agree that no amendments to the approved plans and specifications or any changes of any kind in the scope of the proposed alterations shall be made, without prior written approval, and that your contractors or subcontractors will not be permitted in the building to commence work until you have complied with Articles 2, 3 and 4 and you have received a fully executed copy of this Agreement.

Your failure to comply with any of the provisions hereof shall be deemed a breach of the provisions of the Proprietary Lease, pursuant to which your approval has been granted, and, in addition to all other rights, we may also suspend all work and prevent workmen from entering your apartment for any purpose other than to remove their tools or equipment. You release the Corporation and STILLMAN MANAGEMENT REALTY CORP. from any and all liability for loss or damage to any of your property, which may result from or be in any way connected with your work, and you hereby waive any claims which you may now or hereafter have against the Corporation or STILLMAN MANAGEMENT REALTY CORP based upon interruption or the suspension of the alterations by the Corporation, regardless of the reason for such interruption or suspension.

This Agreement may not be changed orally. This Agreement shall be binding on you, your representatives, and authorized assigns.

As faithful performance of all terms and conditions of this Agreement, you will deposit with the Managing Agent a check deposit in the amount of \$500.00 to be held in escrow and returned to you upon full completion of this work. In the event, however, that the Corporation incurs any expense due to your failure to comply with any paragraph of this Agreement, the deposit will not be returned until the Corporation has been reimbursed. In confirmation of your understanding of the aforesaid, please sign both copies of this letter and return to us. Both copies will then be executed by an Officer of your Corporation and one copy returned to you.

Very truly yours,

NEW YORK TEACHERS HOUSING CORP.

By: _____
Director

Agreed to and Accepted this _____ day of __, _____

(Shareholder's Name)



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INDEMNIFICATION AGREEMENT

WHEREAS _____ (Contractor) is and will be performing certain work for _____ ("Shareholder") at the premises owned by New York Teachers Housing Corp. (hereinafter the "Co-op");

WHEREAS, Shareholder has entered into an Alteration/Work Agreement ("Agreement") and submitted a request to perform the work which is in furtherance of said Agreement between Shareholder and the Co-op ("Work");

NOW THEREFORE, in consideration of the Co-op's permission for Owner/Shareholder to perform the foregoing Work in accordance with the Agreement, the parties hereto hereby agree as follows:

Each of the entities comprising Contractor, at the expense of such entity, shall at its own expense within five (5) days after execution of this agreement by both parties and prior to commencement of any work hereunder, deliver to Co-op certificates of insurance and endorsements, issued by insurance companies licensed to do business in the State of New York and satisfactory to Co-op, evidencing that each of the entities comprising Contractor, has and its contractors and subcontractors and materialmen, if any, have and prepaid all premiums due thereunder and shall continuously maintain in full force and effect during the progress of the Work the following insurance coverage: (a) statutory Worker's Compensation and Employers Liability Insurance; (b) CG 20 38 Endorsement form or its equivalent; (c) single limit comprehensive general liability insurance including, but not limited to, premises, products, and contractual for bodily injury in limits of not less than TWO MILLION (\$2,000,000.00) Dollars for each person, TWO MILLION (\$2,000,000.00) Dollars for each occurrence and TWO MILLION (\$2,000,000.00) Dollars in the aggregate; (d) property insurance in limits of TWO MILLION (\$2,000,000.00) Dollars and (e) comprehensive vehicle liability insurance including, without limitation, non-owned, hired or rental vehicles as well as owned, covering bodily injury and property damage in the amount of TWO MILLION (\$2,000,000.00) Dollars, single limit. The Co-op, the Co-ops Board of Directors, the Co-op's Managing Agent, Stillman Management, and the Co-op's Designated Engineer (if any) shall be named as additional insured under such policies. Each of such policies shall provide that it will not be canceled without thirty (30) days prior written notice to all named insureds. Contractor shall assist in every manner possible in reporting and investigating any accident arising out of or in connection with the Work and, upon request, shall fully cooperate with all insurance carriers in the handling of any claim by securing and giving evidence and obtaining the attendance of witnesses as required. No permitted subcontractor may commence work unless such subcontractor provides evidence of compliance with the foregoing insurance requirements.

In the event of: (i) the failure of Contractor (or approved Subcontractor) to secure the required Worker's Compensation Insurance policies for the benefit of the employees and their dependents; or (ii) in the event of the failure to continue to maintain such Worker's Compensation policy during life of the Agreement; or (iii) in the event of a failure to obtain and maintain the insurance coverage required hereinabove for the life of the Agreement, the Co-op may terminate the Agreement.



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To the fullest extent permitted by law, the Contractor and Shareholder shall indemnify and hold harmless the Co-op, Directors and Officers of the Co-op, Managing Agent, Stillman Management and Designated

Engineer, Co-op-s shareholders/tenants, and subtenants, and employees of any of them from and against Loss (as said term is defined below) arising out of or resulting from performance of the (i) Work in or about the place where the Work is in progress or (ii) occurring while any of Contractor-s or any of its sub-contractors property equipment, or personnel are in or about such place where same contributed to said loss refers to any and all direct, indirect, consequential or other liabilities, damages, losses, claims, demands, actions and expenses whether to person or property, including loss of use, resulting therefrom (including, without limitation, legal fees and disbursements), including without limitation, all liabilities, damages, losses, claims, demands, actions and economic cost and whether or not based on statutory, contractual, tort or other duties. Contractor-s and Shareholder-s obligation of the indemnification shall apply except to the extent the Loss was caused or contributed by the intentional misconduct or negligence of any party to which this indemnification extends. However, this subparagraph shall not be deemed to limit Contractor-s and Shareholder-s obligation of contribution or partial indemnification. Contractor-s and Shareholder-s obligation of indemnification shall survive the termination or completion of the Contractor-s and Shareholder-s engagement and this Agreement. This Agreement shall continue to apply to all maintenance and repair work performed to the work which is being performed.

Shareholder

Contractor

By: _____

By: _____

For: _____

Title: _____

Title: _____

Date: _____

Date: _____

UNIT OWNER'S INDEMNIFICATION & INSURANCE AGREEMENT

Whereas _____ ("Unit Owner") is and will be performing renovation work in Unit No. _____ within _____ ("Cooperative") located at _____, managed by _____ ("Managing Agent"), pursuant to decoration or alteration agreements and/or the contract/proposal dated _____, now therefore, as to all such work, the Unit Owner, Cooperative and Managing Agent hereby agree:

INDEMNIFICATION AGREEMENT

To the fullest extent permitted by law, Unit Owner agrees to indemnify, defend and hold harmless Cooperative and 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 Unit Owner, its agents, servants, contractors, subcontractors or employees. This agreement to indemnify specifically contemplates full indemnity in the event of liability imposed against the Cooperative and 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 Cooperative 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. If Unit Owner fails to procure insurance as required, recoverable damages shall not be limited to the cost of premiums for such additional insurance, but shall include all sums expended, and damages incurred by Cooperative and/or Managing Agent and their respective insurers, which would have otherwise been paid by the Unit Owners required insurance.

INSURANCE PROCUREMENT

Unit Owner shall obtain and maintain at all times during the term of this agreement, at its sole cost and expense, personal liability insurance with a minimum limit of \$1,000,000. Unit Owner shall, by specific endorsements cause Cooperative and Managing Agent to be named as additional insureds. Unit Owner shall, by specific endorsement, cause the coverage afforded to the additional insureds thereunder to be primary to and not concurrent with other valid and collectible insurance available to the additional insureds.

If the terms of this Agreement directly conflict with any other written agreements between the parties, the term contained in this Agreement shall supersede in that instance.

Cooperative:

Managing Agent:

Unit Owner:

Signature: _____

Signature: _____

Signature: _____

Name: _____

Name: _____

Name: _____

Date: _____

Date: _____

Date: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURERS(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy (ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Insurance Agency Name Insurance Agency Address	CONTACT NAME: FULL NAME OF CONTACT
	PHONE (A/C, No, Ext): PHONE OF CONTACT FAX (A/C, No): FAX OF CONTACT
	E-MAIL ADDRESS: EMAIL ADDRESS OF CONTACT
	INSURER(S) AFFORDING COVERAGE NAIC #
	INSURER A : CARRIER 1 - AM BEST (A-) OR BETTER NAIC REQ
INSURED NAMED OF INSURED (MUST MATCH SIGNED CONTRACT) FULL CURRENT ADDRESS OF CONTACT	INSURER B :
	INSURER C :
	INSURER D :
	INSURER E :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INS R L T R	TYPE OF INSURANCE	ADD L INS R	SU BR WV D	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Blanket Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC	X	X	\$1,000,000 / \$2,000,000 MINIMUM	CURRENT	CURRENT	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea Occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS-COMP/OP AGG \$2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	X	\$1,000,000 MINIMUM	CURRENT	CURRENT	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per Person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	X	X	SEE AGREEMENT	CURRENT	CURRENT	EACH OCCURRENCE See agreement AGGREGATE See agreement
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	\$1,000,000 MINIMUM NEW YORK STATE DISABILITY - Statutory	CURRENT	CURRENT	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER STATUTORY LIMITS E.L. EACH ACCIDENT \$1,000,000 E.L. EACH ACCIDENT - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

<<Shareholder >>, <<Corporation >>, and <<Managing Agent>> are named as additional insureds (policy form CG201011/85 or equivalent) for ALL operations by Contractor or by any of its subcontractors or agents. Liability policies include a Primary/Non-Contributory endorsement and a waiver of subrogation endorsement in favor of the Additional Insureds, their agents and employees. Liability policies shall have NO limitations or exclusions for injuries to employees, subcontractor employees, location or type of work performed.

Loc. <<unit address>>

CERTIFICATE HOLDER:

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE MUST BE SIGNED