



## ALTERATION AGREEMENT

This Alteration Agreement is made as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ between 849 Saint Nicholas Avenue HDFC (the “**Corporation**”), having a physical address at 849 Saint Nicholas Avenue, New York, NY 10031 (the “**Building**”) and a mailing address c/o STILLMAN MANAGEMENT REALTY CORP. 440 Mamaroneck Ave, S-512, Harrison, NY 10528 (the “**Managing Agent**”), and \_\_\_\_\_ (the “**Shareholder**”), having an address of 849 Saint Nicholas Avenue, Unit #\_\_\_\_, New York, NY 10031 (the “**Apartment**”).

### WITNESSETH:

WHEREAS, the Bylaws of the Corporation, House Rules, and the terms of the Shareholder’s Proprietary Lease require the prior written consent of the Corporation with respect to any addition, alteration or improvement in or to an apartment located in the Building;

WHEREAS, the Shareholder has requested that the Corporation consent to the additions, alterations, and/or improvements to the Apartment as described in the accompanying architectural plans and specifications (the “**Plans**”), which are annexed hereto as Exhibit A and made a part hereof (collectively, the “**Alterations**”); and

WHEREAS, the Corporation has requested its Managing Agent to represent the Corporation concerning the Alterations.

NOW, THEREFORE, in consideration of the mutual agreements of the parties contained herein, the parties hereby agree as follows:

1. Shareholder’s Plans. The Plans shall include a room-by-room list of all work to be undertaken pursuant to this Agreement. If the nature of the Alterations so requires, or if separately required by the Corporation, the Plans shall be prepared by a licensed architect or engineer. The Plans shall not be modified by the Shareholder after they are approved by the Corporation’s architect, engineer or other professional (the “**Corporation’s Designated Representative**”) without the Corporation’s Designated Representative’s subsequent approval.
  - a. Shareholder shall submit herewith a check in the sum of **\$500.00** (the “**Security Deposit**”) made payable to the Corporation in accordance with paragraph 13 of this Agreement, if applicable.
  - b. Shareholder shall submit herewith a check in the sum of **\$350.00** payable to the **STILLMAN MANAGEMENT REALTY CORP.** as a processing fee in connection with this request and the Alterations to be performed, if applicable.

2. Corporation's Review of Work as Proposed. Shareholder acknowledges that the Corporation's Designated Representative may, at Shareholder's expense, (a) review the Plans for the Alterations and (b) from time to time observe the performance of the Alterations to ensure that the Alterations conform to the approved Plans and are otherwise in conformity with the requirements of this Agreement.
  - a. Shareholder shall provide access to the Apartment, from time to time, to permit the Corporation's Designated Representative, the Managing Agent, the porter of the Building, or any other person the Corporation may authorize, to observe and inspect the Alterations. Shareholder shall make all corrections specified by the Corporation as a result of such inspections, necessary to bring the Alterations 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 but the Corporation's representatives may visit the Apartment without prior notice when the Alterations are underway.
  - b. Shareholder shall promptly correct all parts of the Alterations (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 violate any policy of insurance maintained by the Corporation. Shareholder shall bear all costs of correcting such rejected parts of the Alterations, 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. Prior to commencing any work in connection with any of the Alterations to the Apartment, Shareholder agrees as follows:
  - a. Shareholder will provide the Corporation with complete and conformed copies of every agreement made with contractors, subcontractors and suppliers together with a schedule of work to be performed by each contractor, subcontractor and supplier;
  - b. If required by laws, rules, orders or governmental regulations or the Corporation's Designated Representative, Shareholder shall 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 Representative as to the need for any such approval shall be conclusive;

- c. At the completion of the Alterations, the Shareholder will deliver to the Corporation an amended certificate of occupancy and a certificate of the Board of Fire Underwriters, if either shall be required, and such other proof as may be necessary to indicate that all Alterations have been done in accordance with all applicable laws, ordinances and government regulations, together with a statement from the architect or engineer who signed and sealed the Shareholder's Plans that the Alterations have 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 architect or engineer must submit a statement to that effect. The determination of the Corporation's Designated Representative as to the need for an amended Certificate of Occupancy shall be conclusive; and
  - d. Shareholder shall procure from its contractor or contractors, and deliver to the Corporation or its Managing Agent, certificates evidencing the forms of insurance required in Exhibit B annexed hereto and made a part hereof, which policies shall name the Corporation, the Corporation's officers, directors, shareholders, the Corporation's Designated Representative, and Shareholder, as additional insureds. 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 with companies that are reasonably acceptable to the Corporation.
  - e. Shareholder shall procure from its contractor or contractors, including any relevant subcontractors, executed copies of the Contractor Indemnification and Representation Letter in the form annexed hereto as Exhibit C, and shall deliver same to the Corporation and/or its Managing Agent prior to commencement of any work.
4. Shareholder to Give Notice of Actual Commencement of Alterations. Prior to commencing the Alterations, Shareholder shall give at least five (5) days' written notice to the Corporation's Designated Representative, the porter of the Building and the Managing Agent of the date the Alterations shall commence and the estimated duration of the Alterations. The Shareholder shall also notify the shareholders or residents in the apartments that are adjacent to, and on the floors above and below the Apartment (the "**Adjacent Premises**"), a copy of which letter shall be delivered to the Managing Agent.
  5. Alterations 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 Alterations, shall be covered by the insurance coverage required of Shareholder, or Shareholder's contractor(s) or subcontractor(s), as the case may be.

- a. The shareholder of any apartment in the building who claims to have suffered any damage caused by the Alterations (the “**Claimed Damage**”) – or, the Corporation, in the case of any Claimed Damage to areas or installations owned by the Corporation – shall have the right to repair the Claimed Damage to his, her or its satisfaction. In the event that there is a dispute as to the reasonableness of the cost of the proposed repairs, the determination of such amount may be made by the Corporation, which decision shall be final and binding. If the Corporation elects to make such determination, regardless of any insurance proceeds that may have been issued by the Shareholder’s insurance carrier, the Shareholder will pay to such shareholder or the Corporation, as the case may be, the amounts of all bills for such repairs to Claimed Damage which such shareholder or the Corporation submits to the Shareholder and will make such payment within fourteen (14) days after they or the Corporation submits the same to the Shareholder. It will then be the Shareholder’s right and responsibility to collect all proceeds from Shareholder’s applicable insurance coverage.
- b. If the Shareholder fails to pay the amount of any bill to such shareholder or to the Corporation, as the case may be, within fourteen (14) days after its submission to the Shareholder, the Shareholder will pay interest at the rate of **One Hundred Dollars (\$100.00)**, from the date of the submission of the bill to the Shareholder to the date it is paid.
- c. In the event of the Shareholder’s failure to pay a bill, the Corporation may pay, if the Corporation desires, the amount thereof to the shareholder and in that event, the Corporation shall be entitled to prompt reimbursement from the Shareholder of the amount paid by the Corporation plus interest at the rate aforesaid from the date the bill was submitted to the Shareholder until the date the Shareholder repays the Corporation or the Corporation obtains reimbursement from the Security Deposit. In addition, all amounts paid by the Corporation to any shareholder or shareholders of apartments in the building for any Claimed Damage, plus such interest thereon, and all amounts paid by the Corporation for any Claimed Damage to the Corporation, plus interest thereon, shall be deemed additional rent under the Lease.
- d. All Work that requires any shutdown of the water, heating, or electrical systems affecting areas in the building outside the Apartment must be scheduled with at least five (5) business days prior written notice and approved by the Building porter or the Corporation’s Designated Representative. The first shutdown of the building water supply will be at no charge. The Shareholder shall pay **One Hundred Dollars (\$100.00)** a day for each day, or portion thereof, that the building water supply is shut off if additional shutdowns are requested. Shutdowns may not exceed three (3) hours in duration. A minimum of five (5) working days’ notice is to be given by Shareholder to the residents of all affected apartments. No Alterations that require shutdown of the heating system will be permitted during the heating season. In no event will any shutdown of gas services affecting areas outside the Apartment be permitted.

6. Indemnification by Shareholder. Shareholder hereby indemnifies and holds harmless the Corporation, the Corporation's Designated Representative 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 Alterations. Shareholder shall reimburse the Corporation, its officers and directors, the Corporation's Designated Representative, and other shareholders, residents and guests 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 Alterations 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 Alterations Done at Shareholder's Expense. Shareholder accepts sole responsibility for the Alterations and for all costs in connection with the Alterations. If the Corporation obtains legal, engineering or architectural advice either prior or subsequent to granting permission for the Alterations, 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. Such contractors shall acknowledge and agree to this Agreement and shall cause all subcontractors to abide by all of the rules and regulations of the Corporation.
9. Shareholder's Responsibility for Consequences of Alterations. 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 Alterations and the maintenance and repair of any alterations and installations in the Apartment after completion. This responsibility covers all aspects of the Alterations, 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 Alterations, and maintenance of all heating, plumbing, air-conditioning and other equipment installed or altered pursuant hereto.
  - a. If the operation of the Building, or any of its equipment, is adversely affected by the Alterations, 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.

- b. The Alterations and materials used shall be of the quality and style in keeping with the first-class character of the building. Should there be any doubt concerning the quality or style of the Alterations or the materials used in the Alterations, the Corporation shall be the sole arbiter in resolving the doubt.
  - c. Whenever a plumbing fixture is relocated, the branch lines for water supply, waste and venting must be replaced back to the building's waste and vent riser stack. Whenever a plumbing fixture is replaced but not relocated, the Building porter or the Corporation's Designated Representative, if any, will review the condition of the branch lines and determine whether the lines need to be replaced to the riser. If a Shareholder is undertaking a renovation of a kitchen, bath or laundry room and any of the rooms are "wet" over "dry", the Shareholder must make appropriate renovations so that the rooms being renovated are all "wet" over "wet."
  - d. Whenever a steam trap is enclosed by a radiator cabinet the Corporation will not be responsible for any damages arising from or in connection with the Corporation accessing the steam traps to make necessary repairs.
  - e. Should the Shareholder enclose any building risers or pipes, the Corporation will not be responsible for damages arising from or in connection with the Corporation accessing the risers or pipes to make necessary repairs.
  - f. The Shareholder agrees that no Alterations shall be done that will change the "footprint" of the Apartment, except as may be approved by the Corporation. In no event may any "wet" use such as a bathroom, kitchen or laundry room be relocated or expanded over a "dry" use of the floor below or extended beyond the original demising walls unless expressly approved, in writing, by the Corporation.
  - g. The Shareholder agrees that no stone, tile, or similar hard-surfaced flooring will be installed except in the kitchen, bath and entry foyer. Carpeting and heavy-duty padding must cover at least 80% of the floor space, excluding kitchen, bath and entry foyer, when the work has been completed. The Shareholder agrees that the Shareholder shall, at the Shareholder's sole cost and expense, install acoustical attenuation and sound proofing materials in and under new or suspended ceilings and within new floors and/or walls in the Apartment, as specified and directed by the Corporation in its sole and absolute discretion.
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 gas, electric, plumbing or any other service.

- a. The use of sledgehammers and power tools such as electric hammers, portable electric saws, automatic jack hammers or other pneumatic tools which may disturb other occupants of the building or may cause the walls to crack in other apartments will not be permitted without the Corporation's prior written approval. A list of the power tools expected to be used must be included in the plans and specifications for the Work. If the Corporation's written approval to use such tools is given, at least ten (10) days' notice of any noise-producing Alterations must be given by the Shareholder to the residents of Adjacent Premises, and the Corporation reserves the right to revoke such approval. The Corporation reserves the right to stop any Alterations in the event of excessive noise or vibration.

11. Completion of Alterations. The Shareholder shall use the Shareholder's best efforts to ensure that the Alterations are completed expeditiously, but in any event all Alterations shall be completed within an aggregate of **Fifteen** (21) working days from the date of commencement of the Alterations, 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 Alterations within this time period.

- a. No Alterations other than decorative work, such as painting, wallpapering or carpeting, may be continued beyond the Completion Date without the Corporation's specific written consent.
- b. 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 **One Hundred Dollars (\$100.00)** per day for each calendar day the Alterations remain 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 Alterations, it being understood that the damages caused by continuation of the Alterations would be difficult to determine.
- c. The Corporation's application of the security funds 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 Alterations are 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 Alterations 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 Alterations shall be performed, only between the hours of 8 a.m. and 5 p.m. Monday through Friday; provided however, that “noisy work” which may disturb other residents shall not be performed before 8 a.m., Monday through Friday. The Alterations 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 Alterations 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 Representative to review the plans and specifications or to review from time to time the progress of the Alterations; (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 Alterations; (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 Alteration, 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 Alterations, 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 Alterations should enclose such valves, contrary to the provisions of this Agreement, if requested by the Corporation’s Designated Representative, 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 Alterations. 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 Alterations will be covered with construction paper during the Alterations. If the Alterations mar or damage the back hall, stairs, or elevators, the Corporation may repair them at Shareholder’s expense upon the completion of the Alterations. 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 Alterations. 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 performance of the Alterations. Shareholder agrees that the Alterations shall not block access to any fire exits in the Building. Shareholder shall have smoke detectors installed in accordance with applicable local laws, and Shareholder shall install window guards if a child or children 10 years old or under lives or resides in the Apartment pursuant to applicable local laws.
17. Shareholder to Control Refuse, Dirt, Dust, Lead Based Paint, Etc. All precautions will be taken by Shareholder to prevent dirt and dust from permeating 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. 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, and only at such times as the porter of the Building or the Corporation Designated Representative 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.
  - a. 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.
  - b. 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 Alterations 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 Alterations and costs in connection with the maintenance, repair, restoration or replacement of any portions of the Apartment affected by the Alterations 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 Alterations 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. Alterations Are of Shareholder's Sole Design. Shareholder recognizes that by granting consent to the Alterations, the Corporation does not express any opinion as to the design, feasibility or efficiency of the Alterations.
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. The unenforceability or invalidity of any clause in this Agreement shall not have an impact on the enforceability or validity of any other clause. Any unenforceable or invalid clause shall be regarded as removed from this Agreement to the

extent of its unenforceability and invalidity. Therefore, this Agreement shall be interpreted and enforced as if it did not contain said clause to the extent of its unenforceability and invalidity.

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 Alterations 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 agent's violation of the terms of this Agreement. The Corporation also agrees to perform its obligations under this Agreement.

\_\_\_\_\_  
Shareholder

\_\_\_\_\_  
Shareholder

849 SAINT NICHOLAS AVENUE HDFC

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

Name:

Title:

**Stillman**  
Management  
Realty  
Corp

440 Mamaroneck Avenue, Suite S 512  
Harrison, NY 10528

T: 914.813.1900  
F: 914.813.1919

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**EXHIBIT A**  
*Shareholder's Plans*

## EXHIBIT B

### *Insurance Requirements*

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 Managing Agent, and the Shareholder as additional named insured's. No diminution of limits of insurance will be permitted.

- (i) **PROPERTY INSURANCE** – all material equipment and tools (owned, borrowed or leased) of the Contractor or its employees must be covered for 100% of the full replacement value thereof. The insurance policy will be written under a standard Special Causes of Loss (All Risk) perils insurance policy. The Contractor agrees to waive any and all rights of subrogation against Insured for loss or damage to any property required to be covered under this provision. Failure of the Contractor to secure and maintain adequate coverage shall not obligate the Corporation, its Managing Agent, directors, agents or employees for any losses.
- (ii) **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.
- (iii) **COMPREHENSIVE GENERAL LIABILITY** including Contractor's Liability and Blanket Contractual Liability (oral or written), all on an occurrence basis. It shall provide a \$1,000,000 combined single limit for Personal Injury Coverage (including mental anguish as well as standard conditions) and Broad Form Property Damage, (without any exclusion relating to Explosion, Collapse and Underground Property Damage) and all standard policy form extensions.\* 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 Alterations and Contractual Indemnity Coverage is also to extend for one year following termination of the Alterations. 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 Alterations involve any asbestos-containing material and shall not include a sunset clause without the Corporation's consent. The policy must provide a \$2,000,000 general aggregate (per project) and be written on an "occurrence form."\* The policy shall be endorsed

to include Insured as an additional insured. The coverage of an additional insured shall apply on a primary basis irrespective of any other insurance, whether collectable or not.

- (iv) 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). \*
- (v) \$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 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 B shall constitute a waiver of or limitation of any other rights or remedies the Corporation may have for consequential damages or otherwise.

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\* Amounts of insurance required may be higher for major renovations as designated in its sole discretion by the Corporation.

EXHIBIT C

*Contractor Indemnification and Representation Letter*

Date:

849 Saint Nicholas Avenue HDFC  
c/o STILLMAN MANAGEMENT REALTY CORP.  
440 Mamaroneck Avenue, S-512  
Harrison, NY 10528

Re: Apartment # \_\_\_\_\_  
849 Saint Nicholas Ave.  
New York, NY 10031

Dear Sir/Madam:

This letter will confirm that the undersigned has (i) reviewed and fully understood the terms and provisions of an Alteration Agreement dated \_\_\_\_\_, 20\_\_ (the "Agreement") between 849 Saint Nicholas Avenue HDFC (the "**Corporation**") and \_\_\_\_\_ (the "**Shareholder**") and (ii) agrees to abide by the terms of the Agreement and the rules and regulations of the Corporation from time to time in effect.

The undersigned further agrees that it will not make any claim against, or seek to recover from the Corporation, its Managing Agent, the Corporation's Designated Representative, directors, officers, agents, employees, tenants, guests, licensees, invitees, and all other occupants of the building, and the Corporation's shareholders and their agents, employees, tenants, guests, licensees and invitees, (each an "Indemnified Party", and collectively, the "Indemnified Parties") for any damage to persons or property by the perils within the scope of the policies described in the Agreement unless the loss or damage is due solely a result of the negligence of that Indemnified Party. The undersigned further agrees to defend, indemnify and hold harmless the Indemnified Parties and all other occupants of the building, against any and all liability to the maximum extent permitted by law, including legal costs and expenses on account of loss of life or injury to any person or damage to property, happening in or arising out of or in any way relating to the performance of the Alterations, including claims brought by employees, subcontractors, or agents of the undersigned. This agreement to indemnify specifically contemplates full indemnity in the event of liability imposed against the Indemnified Parties, or any of them, 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 an Indemnified Party 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.

The undersigned further agrees that it will perform the Alterations in compliance with all applicable laws, rules, orders and governmental regulations; and that it will not make or permit to be made any payments, or their equivalents in products or services, to any employee or agent of the Corporation which are intended to expedite the performance of such employee or agent's duties which they are already bound to perform, or to encourage the employee or agent to permit the Alterations to be performed other than in accordance with the Agreement.

Sincerely,

[NAME OF CONTRACTOR]

By: \_\_\_\_\_  
Name:  
Title:  
Address:  
Phone:  
Fax: