



Dear Shareholder:

The alteration policy of 300 West 23rd Street Owners Corp. requires that all Shareholders obtain written permission from the Board of Directors and the Managing Agent for any construction, demolition, alterations or improvements which the Shareholder desires to make in his apartment, and execute an Alteration Agreement in the form approved by the Corporation.

The Corporation will require it's Architect to preliminarily review all plans, drawings, specifications and other documents submitted in connection with an Alteration Agreement. The Corporation's Architect will bill on an hourly basis to complete all reviews as required by the Corporation. **All costs associated with this review shall be borne by the Shareholder** and will be automatically billed to the maintenance account of the Shareholder.

Minor alterations and ordinary repairs, which do not change the structure of the apartment only, require the approval of the Board of Directors. The Board shall be the sole and exclusive authority to determine what particular alterations are minor and which are not. For these minor alterations, Shareholders should submit written notification to the Managing Agent indicating the type of work to be performed, the date said work will commence and terminate, and provide certificates of insurance where deemed necessary by the Board of Directors.

If you have any questions, please contact **Ms. Marylou Tapalla / Ms. Amelia Ahne** of Douglas Elliman Property Management at **(212) 692-8421 / (212) 692-6156**.

Very Truly Yours,

300 West 23 Street Owners Corp.

INITIAL SUBMISSION CHECKLIST

- Submit fully executed alteration agreement (**including Exhibits and Attachments**) and proposed scope of work in **digital format and mail** a check in the amount of **\$150.00** (One Hundred Fifty Dollars and No Cents) made payable to **Douglas Elliman Property Management**.
- Scope of work should include the narrative scope of work, NYC code compliant plans/drawings, specifications, waterproofing, and soundproofing details depicting the scope of work contemplated.
- Provide plan of existing conditions depicting conditions as they exist now. Existing conditions should include, but are not limited to, the following: walls; doors; intercom panel; electrical panel; mechanical ventilation ducts; appliances; radiators, electrical outlets & switches; beams; columns or projections; windows; site plan; building key plan; proof plan (only when applicable); etc.
- Provide a listing and cut-sheets of the fixtures and appliances.
- State existing size (capacity) of electrical panel and any proposed additional electrical loading contemplated. Provide electrical load letter.

A Security Deposit is required and will be determined upon review of the scope of work but will be no less than **\$1,500.00** (One Thousand Five Hundred Dollars and No Cents) and no more than **\$6,000.00** (Six Thousand Dollars and No Cents) made payable to **300 West 23rd Street Owners Corporation**.

Please submit to: Ms. Marylou Tapalla (marylou.tapalla@ellimanpm.com) / Ms. Amelia Ahne (amelia.ahne@ellimanpm.com) of Douglas Elliman Property Management. Their contact numbers respectively are: **(212) 692-8421 / (212) 692-6156**.

ALTERATION AGREEMENT

This Agreement, made as of this ____ day of _____, 20__ between 300 West 23rd Street Owners Corp. (the "**Corporation**") with an address c/o Douglas Elliman Property Management, 675 Third Avenue, 6th Floor, New York, NY 10017 (the "**Managing Agent**"), and _____ (the "**Shareholder**") having a mailing address of _____.

WITNESSETH:

WHEREAS, the Shareholder desires to install equipment and/or make alterations in apartment _____ (*Unit No.*) (the "**Apartment**") at 300 West 23rd Street, New York, NY 10011 (the "**Building**");

WHEREAS, the proprietary lease (the "**Lease**") between the Shareholder and the Corporation provides in substance that no equipment shall be installed and no alterations shall be made in the Apartment without the consent of the Corporation; and

WHEREAS, the Shareholder desires to obtain such consent;

NOW, THEREFORE, to induce the Corporation to give its consent to the "Work" (defined below) and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. **Shareholder's Submissions.** Together with this Agreement, Shareholder is delivering to the Corporation:
 - a. detailed plans, drawings and specifications for the equipment proposed to be installed and/or the alterations proposed to be made which, if so required by the Corporation, have been prepared by a licensed architect or engineer. Such plans, drawings and specifications include a room-by-room list of the equipment to be installed and the alterations to be made in the form annexed hereto as Exhibit "A" (the "**Detailed List of All Plans, Drawings, and Specifications**").
 - b. a check in the sum of \$_____ payable to the Corporation for the security deposit required to be posted by the Shareholder as provided for in Paragraph 14 of this Agreement (the "**Security Deposit**"), if required by the Corporation;
 - c. a check in the sum of \$ ____ payable to Douglas Elliman Property Management, the Managing Agent for the Building (the "**Managing Agent**"), as a processing fee in connection with this Agreement, as required by the Corporation.
2. **Review of Plans, Drawings and Specifications.** The plans, drawings and specifications of the alterations submitted by the Shareholder shall be subject to review by the Corporation and approval of the Corporation's architect and/or engineer (the "**Corporation's Designated Engineer**"), and the Shareholder shall make such changes in and to such plans, drawings and specifications as the Corporation or the Corporation's Designated Engineer shall require in order to obtain such approval. The term "**Plans**" as used in this Agreement shall refer to the plans, drawings and specifications showing the Work (defined below) as approved in writing by the Corporation's Designated Engineer and consented to by the Corporation, and any subsequent amendments or changes to the plans, drawings and specifications originally submitted that have been approved in writing by the Corporation's Designated Engineer and consented to by the Corporation. The term "**Work**" shall refer to all physical changes and alterations in or about the Apartment, and the equipment to be installed therein, called for by the Plans. After approval by the Corporation's Designated Engineer and consent by the Corporation of the Plans, the Work shall not be modified without the written approval of the Corporation's Designated Engineer and written consent of the Corporation. Please note the building's basic standards as annexed hereto as:

Exhibit "B": Plumbing/Waterproofing and Soundproofing Standards

Exhibit "C": Room Layouts and Construction

Exhibit "D": Installation of Appliances

Exhibit "E": Through-Wall Air-Conditioning Guidelines and Masonry Opening Guidelines

Notwithstanding any approval of the Plans by the Corporation's Designated Engineer or any consent by the Corporation, the Shareholder shall be solely responsible for the Plans, for insuring compatibility with the systems and facilities of the Building and for compliance with applicable laws and codes. Any such approval or consent shall not constitute an assumption by the Corporation, its Board or the Corporation's Designated Engineer of any responsibility or liability for the Work or the Plans, nor an approval, acknowledgment or admission of the accuracy, suitability or soundness of such Plans, or their conformity

with applicable laws, as well as codes, regulations, rules and requirements of any governmental authority having jurisdiction thereof (all of the foregoing are referred to herein as "**Legal Requirements**").

The Corporation's execution of this Agreement does not constitute consent to the proposed plans, and the Corporation retains all of its rights under the Lease to withhold consent. Only written approval of the Plans as provided for above shall constitute the Corporation's consent, and any such consent shall be subject to the terms of this Agreement, and any rules established by the Corporation for such Work.

3. **Pre-Conditions to Commencement of Work by Shareholder.** The Shareholder shall not commence the Work unless and until all of the following have occurred:

- a. The Corporation's Designated Engineer has approved in writing the Plans submitted by the Shareholder, the Corporation has consented in writing to such Plans, and the Shareholder shall have received a copy of such approval and consent. The Corporation's consent shall be in writing and in the form annexed hereto as Exhibit "F" (the "**Consent Letter**").
- b. The Shareholder has submitted to the Corporation: (i) a list of all contractors, subcontractors and suppliers who will perform or provide materials for the Work, and (ii) complete executed copies of all agreements entered into with such contractors, subcontractors and suppliers pertaining to the Work (the "**Contractor's Agreement**"). Each Contractor's Agreement shall include a provision pursuant to which the contractor or subcontractor (as applicable) agrees to defend (with attorneys chosen by the indemnifying party and "reasonably acceptable" to the Corporation), indemnify and hold harmless the "Indemnified Persons" from and against any and all "Claims, Liabilities and Expenses" for personal injury or property damage arising out of, or in connection with the performance of the Work to the extent undertaken by such contractor or subcontractor in the form annexed as Attachment "A" (the "**Indemnification Agreement**").
- c. The Shareholder has made all required filings with, and received all required permits, approvals, licenses and consents for the Work from, all governmental authorities having jurisdiction over the Work, including (but not limited to), if and to the extent applicable, the New York City Buildings Department, the New York City Fire Department and the Landmarks Preservation Commission, and the Shareholder shall have furnished copies of all such filings, permits, approvals, licenses and consents to the Corporation. The determination of the Corporation's Designated Engineer as to the need for any such filings, permits, approvals, licenses or consents shall be conclusive. The Shareholder shall be solely responsible for the content of, and any obligations or liabilities arising from, any and all such filings, permits, approvals, licenses and consents. A copy of the Building Code Compliance is annexed hereto as Exhibit "G" and Exhibit "G(a)" (the "**NYC Building Code Compliance**").
- d. The Shareholder shall deliver to the Corporation a copy of Shareholder's insurance policies as required hereunder or, at the Corporation's option, a certificate evidencing such insurance; **and** the Shareholder shall deliver or shall cause each of Shareholder's contractors and subcontractors to deliver to the Corporation the insurance policies for Contractor Required Insurance or, at the Corporation's option, certificates thereof.

The term "**Claims, Liabilities and Expenses**" means all claims, suits, actions, proceedings, disputes, controversies or litigation (collectively, "**Litigation**") brought before any court or governmental authority having jurisdiction, or any arbitration or mediation association or alternative dispute resolution body; all liabilities, judgments, awards, losses, damages, penalties, fines, costs and expenses (including, without limitation, reasonable legal fees and disbursements, court costs and associated Litigation expenses) in connection with, or resulting from, such Litigation; any other loss, cost, expense, fine, penalties, fees, etc., which may be incurred by or charged to the Corporation arising out of, or in connection with the Work and any act or omission of Shareholder, or any contractor or subcontractor or agent or Shareholder; together with the per diem interest thereon at the rate equal to the lower of twelve percent (12%) a year or the maximum legal rate, computed from the date each item of cost or expense is paid or incurred to the date reimbursement thereof is received.

The term "**Indemnified Persons**" means the Corporation, the Corporation's Officers, Directors and Shareholders, the Corporation's Designated Engineer, 300 West 23rd Street Condominium, the Condominium's Officers, Managers, Employees and the Managing Agent and the Occupants of the Building.

The term "**reasonably acceptable**" or words of similar import means the acceptance of the attorneys, insurer or other matter or item at issue shall not be unreasonably withheld, denied, delayed or conditioned.

4. **Shareholder to Give Notice Prior to Commencement of Work.** Prior to commencing the Work, the Shareholder shall give at least five (5) days' prior written notice to the Corporation's Designated Engineer, the Resident Manager of the Building and the Managing Agent of the date on which the Work will commence and the estimated duration of the Work.
5. **Insurance Requirements.**
- a. The Shareholder shall maintain during the period that the Work is being undertaken (and during any warranty period given to the Shareholder by the contractor or subcontractor) general liability insurance of not less than \$1,000,000.00 (One Million Dollars and No Cents), which insurance may be a part of a homeowner's insurance policy and/or a personal liability umbrella. Each of the Shareholder's contractors and subcontractors shall maintain throughout the duration of its portion of the Work (and any warranty period given to the Shareholder by the contractor or the subcontractor) the insurance policies described is annexed hereto as Exhibit "H" (the "**Contractor Insurance Requirements**").
- b. Both the Shareholder's and the Contractor Required Insurance policies (i) shall name the Shareholder and the Indemnified Persons as insured parties, (ii) shall be issued by companies licensed to do business and admitted in the State of New York, and reasonably acceptable to the Corporation and (iii) shall provide that they may not be cancelled or terminated without at least ten (10) days' prior written notice to the Corporation. Each insurance policy or certificate of insurance rejected by the Corporation shall be corrected as necessary and shall be resubmitted until approved. Failure to reject a certificate or a policy shall not relieve the Contractor or the Shareholder of the obligation to provide insurance in accordance with this Agreement. Such insurance shall apply as primary and non-contributing insurance before any other insurance or self-insurance, including any deductible maintained by the Indemnified Persons in the forms as annexed hereto as Exhibit "H(a)" (the "**Contractor Insurance Requirements**") and Attachment "A" (the "**Indemnification Agreement and Insurance Procurement**").
6. **Performance of the Work.**
- a. **In General.** The Shareholder shall cause the Work to be performed strictly in accordance with the Plans and shall not perform any work not called for by the Plans. In performing the Work, the Shareholder shall comply with (i) all applicable laws and legal requirements, (ii) the requirements of all insurance policies covering the Work, the Apartment or the Building, (iii) this Agreement, (iv) the Lease, (v) the House Rules, (vi) the requirements of the Corporation which may be promulgated and revised from time to time (the "**Work Rules**"), and (vii) any directions given by the Managing Agent, the Corporation's Designated Engineer or the Resident Manager of the Building as annexed hereto as Exhibit "I" (the "**General Additional Guidelines and Work Rules**").
- b. **Work Hours and Noise.** The Work shall be undertaken diligently and in a manner so as not to disturb other occupants of the Building. The Work shall be performed only on Mondays through Fridays (excluding holidays) between the hours of 9:00 a.m. and 4:30 p.m.; provided however, that any noisy Work which may disturb other occupants shall not be performed before 9:00 a.m. The Work shall not be performed on weekends or holidays. The Corporation shall be the sole arbiter should there be any doubt as to noise levels which may be disturbing. The use of jackhammers or other pneumatic devices may not be used without the specific written permission of the Corporation, which may be withheld or, if given, may limit the use thereof or set other conditions.
- c. **Labor Harmony.** The Shareholder shall cause its contractors and subcontractors to undertake the Work, and employ only such laborers, as shall not in any manner interfere or conflict with, or cause any labor disturbances or stoppages with, any of the unions whose members are either employees of the Corporation or employees of any contractor or other third party servicing the Building.
- d. **Required Completion Date.** The Shareholder shall cause the Work (other than decorative work such as painting, wallpapering and carpeting) to be completed within **120** (One Hundred Twenty) work days maximum after Governmental Approval, but in no event after the date set forth in the Consent Letter form as annexed as Exhibit "F" (the "**Consent and Notice to Proceed**"). The Corporation expresses no opinion regarding the feasibility of completion of the Work within that time period. If the Work (other than decorative work as aforesaid) shall not be completed on or before the Required Completion Date, the Shareholder shall be entitled to not more than **60** (Sixty) additional, consecutive work days (excluding weekends and holidays) to complete the Work (the "**Extension Period**") provided that and conditioned upon the payment by Shareholder to the Corporation, at least five (5) days before the Required Completion Date, the sum of **\$300.00** (Three Hundred Dollars and No Cents) per work day (excluding weekends and holidays) as consideration for each additional working day in the Extension Period. The Shareholder acknowledges that this payment is made in consideration for the Corporation's amending its initial consent to the Work; it being agreed by the parties that the initial consent, is granted pursuant to the Lease and reliance upon the Work being completed by the Required Completion Date, and that such timely completion was a

material inducement to the Corporation's consent to the proposed Work. After the Extension Period, there will be no further extensions, unless otherwise agreed to in writing by the Corporation. The determination of whether the Work is completed shall be made by the Corporation in its sole judgment, and the Corporation's determination shall be conclusive.

- e. **Evidence of Completion.** Upon completion of the Work, the Shareholder shall obtain and deliver to the Corporation (i) a certificate from the architect or engineer who prepared the Plans (or a successor) certifying that the Work has been completed in accordance with all applicable laws, codes, legal requirements and the Plans, (ii) all required final governmental signoffs and approvals, including if the Corporation shall require, an amended certificate of occupancy and a certificate from the Board of Fire Underwriters, and (iii) "as built" drawings certified to by the architect or engineer who prepared the Plans originally submitted (or a successor). Such "as built" drawings will include any modifications, revisions or amendments to the original Plans submitted. The determination of the Corporation as to the need for an amended certificate of occupancy shall be conclusive.
 - f. **Consents.** Whenever consents are required or may be given by the Corporation under this Agreement, such consents must be in writing, and the granting or denying of such consents may be in the sole judgment of the Corporation. Notwithstanding anything to the contrary contained herein, all consents of the Corporation may be signed by either an officer of the Corporation, or by a duly authorized employee of the Managing Agent. No consents may be given by the superintendent or any other employee of the Corporation. "Consent" as used in this paragraph shall include any consents or approvals that in any way, or in any manner, amend the Plans or amend the provisions of this Agreement or the Lease.
7. **Inspection and Correction of the Work.** The Corporation shall have the right from time to time, and as often as it deems necessary, to inspect or observe the Work, and for this purpose the Shareholder shall provide access to the Apartment to Corporation's Designated Engineer, the Managing Agent, the Resident Manager of the Building, or any other person the Corporation may authorize. **Such inspections may be made without notice to the Shareholder at any time when Shareholder, his/her representative, a permitted occupant, or workers are present in the apartment.** The Shareholder shall promptly make all corrections required by the Corporation in order to conform to the Plans and the other requirements of this Agreement. If the Corporation so requires, such corrections shall include the removal and replacement of non-conforming work. The Corporation's failure to inspect shall not be considered a waiver of the Shareholder's obligation to comply with this Agreement.
8. **Damage or Adverse Effect Caused by the Work.** The Shareholder shall be responsible for any damage to, or any other adverse effect upon, the Apartment, the personal property and improvements in other apartments in the Building, and the Building (including the structure, shell, systems, equipment, fixtures and finishes of the Building) caused by or resulting from the Work, regardless of when such damage or adverse effect becomes apparent. If any such damage or adverse effect shall occur or arise, the Corporation may (a) require the Shareholder, at Shareholder's expense, promptly to repair the damage or remedy the condition giving rise to such adverse effect and/or (b) repair such damage or remedy such condition at the Shareholder's expense.

Without limiting the generality of the foregoing, the Shareholder specifically acknowledges the obligations under this Paragraph 8 shall be applicable to any damage to the carpeting, wall-coverings or other finishes in the Building's hallways, elevators and other common areas (including, without limitation, the cost of cleaning, shampooing, painting or repairing the same if soiled or otherwise damaged).

If the Managing Agent advises the Shareholder of any damage which, in the Managing Agent's opinion, was caused by the Work, the Shareholder shall promptly submit a claim to the Shareholder's insurance carrier and to Shareholder's contractor for submission to its insurance carrier, and the Shareholder agrees to use all reasonable efforts, and to cause the contractor(s) to use all reasonable efforts, to cause such insurance carriers to expeditiously review and settle all such claims for which they are responsible. The provisions of this subparagraph shall not limit the Shareholder's liability under this Paragraph 8.

9. **Indemnification by Shareholder.** The Shareholder shall defend (with attorneys chosen by the Shareholder and reasonably acceptable to the Corporation), indemnify and hold harmless the Indemnified Persons from and against any Claims, Liabilities and Expenses arising out of or related to the Work or any act or omission of the Shareholder or any of its contractors, subcontractors, architects, engineers or consultants. This agreement to indemnify specifically contemplates full and complete indemnity in the event liability is imposed against any one or more of the Indemnified Persons without any negligence on their part and based solely by reason of statute, operation of law or otherwise, and partial indemnity in the event of any actual negligence on the part of the applicable Indemnified Persons either causing or contributing to the underlying claim. In the event an Indemnified Person(s) is contributory negligent, indemnification shall be limited to any liability imposed over and above that percentage of liability attributable to such contributory negligence of the applicable

Indemnified Person(s), whether by statute, by operation of law or otherwise in the form annexed hereto as Attachment "A" (the "**Indemnification Agreement and Insurance Procurement**").

10. **Shareholder to Bear All Costs Associated with Work.** The Shareholder shall be responsible for all costs incurred by the Shareholder or the Corporation in connection with the Work, the Plans, or this Agreement, including the fees, charges, and disbursements of any attorney, architect, engineer or consultant retained by the Corporation in connection with the Work, the Plans or this Agreement. Without limiting the generality of the foregoing, the Shareholder specifically agrees to reimburse the Corporation (or pay as directed by the Corporation) within three (3) business days after a reasonably detailed demand is made (accompanied by copies of supporting bills), for all fees, disbursements and charges of the Corporation's Designated Engineer for the review of the plans, drawings and specifications submitted by the Shareholder (and any revisions thereto), for inspection of the Work or otherwise related to the Work or this Agreement.

11. **Additional Requirements.**

- a. **No Change in Building Heating or Air-Conditioning.** The Shareholder recognizes that no change in the operation of the Building's heating system or air-conditioning system to facilitate the functioning of any heating or air-conditioning units that the Shareholder may be installing will be permitted.
- b. **Prohibited Construction Methods.** The Shareholder shall not interfere with the Building's intercom, gas, electric, heating, air-conditioning or plumbing system or any other Building system or service. The Shareholder shall not penetrate any exterior wall of the Building.
- c. **Accessibility of Valves.** The Shareholder shall insure that all water, steam, gas and other valves remain accessible during the performance of and after the completion of the Work. If any valve is enclosed in violation of this Agreement, then the Corporation may (i) require the Shareholder, at Shareholder's expense, promptly to remove such enclosure and/or (ii) remove such enclosure at the Shareholder's expense.
- d. **Use of Public and Common Areas During Work.** The Shareholder shall not allow the halls, sidewalks, courtyards and other public areas in or around the Building to be used for the storage of building materials or debris. The Shareholder shall cause its contractor to cover with construction paper the floor of any back hall to be used in connection with the Work and shall also cause its contractor to take all precautions necessary to prevent damage to the carpeting, wall-coverings or other finishes in the Building's hallways, elevators and other common areas.
- e. **Shareholder to Maintain Certain Safety Precautions.** Shareholder shall maintain functioning fire extinguishers and smoke alarms in the Apartment throughout the prosecution of the Work. Shareholder shall insure that the Work does not block access to any fire exits in the Building. Shareholder shall install smoke detectors 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 if a child 10 years old or under lives, or will live in the Apartment, Shareholder shall install window guards pursuant to Section 131.15 of the New York City Health Code.
- f. **Shareholder to Control Refuse, Dirt, Dust.** Shareholder shall take all precautions to prevent dirt and dust from permeating other parts of the Building during the progress of the Work, and shall place all materials and rubbish in barrels or bags before removing the same from the Apartment. All such barrels and bags and all rubbish, rubble, discarded equipment, empty packing cartons and other materials shall be removed from the Apartment and taken out of the Building at Shareholder's expense. Shareholder recognizes that only the service elevator may be used for such removal and only at such times as the superintendent of the Building may direct. Shareholder shall not permit any dumpster or garbage container to be left overnight in front of the Building and shall not permit any dumpster or garbage container to be left for more than five (5) consecutive days at the side of the Building. Notwithstanding the foregoing, the placement of any dumpsters shall comply with all governmental regulations, including without limitation, obtaining any necessary permits. In the event that the Corporation, in its sole discretion, believes that the dirt or dust is unreasonable, the Corporation shall have the right to temporarily suspend the Work until a solution acceptable to the Corporation is found as annexed hereto as Exhibit "J" (the "**Dust Containment Procedure**").
- g. **Installations by Shareholder.** Shareholder agrees that any air-conditioning units, terrace plantings and/or other structures installed as part of the Plan, wherever located in the Building, may be removed by the Corporation (at the

sole expense of Shareholder) for the purpose of repairs, upkeep or maintenance of the Building as annexed hereto as Exhibit "K" (the "**Terrace Guidelines and Submission Requirements**").

12. **Shareholder to Comply with Laws, etc.** The Shareholder shall not do or permit any act or thing to be done contrary to law or the legal requirements, or which will invalidate or be in conflict with any provision of any liability, casualty or other insurance policies carried by Shareholder or for Shareholder's benefit. The Shareholder shall comply with all federal, state and local laws, and all legal requirements pertaining to the Work, including any such laws, rules and regulations pertaining to lead-based paint, asbestos and other hazardous material as annexed hereto as Exhibit "L" (the "**Lead Containment and Removal Procedure**").
13. **Maintenance and Repair of the Work.** Notwithstanding anything to the contrary contained in the Lease and notwithstanding the consent by the Corporation of the Plans or the Work, the Shareholder shall be responsible for the maintenance, repair and replacement of the Work and any portions of the Apartment affected by the Work, and for all costs incurred by the Corporation or the Shareholder in connection therewith. In the event the Corporation must undertake any repairs in the Building (which are, pursuant to the Lease, the responsibility of the Corporation), any restoration of the Work after such repairs shall be the sole responsibility of the Shareholder, notwithstanding any provision of the Lease. Furthermore, the Shareholder releases the Corporation, the Managing Agent, the Corporation's Agents and Employees from any liability for damage to the Work or any portion of the Apartment affected by the Work however arising.
14. **Shareholder's Deposits; Additional Rent Under Lease.** As security for the faithful performance and observance by Shareholder of the terms and conditions of this Agreement, the Shareholder has deposited the sums indicated in Paragraph 1(b) with the Corporation. The Shareholder agrees that the Corporation may use, apply or retain the whole or any part of the Security Deposit and the interest earned thereon, if any, to the extent required for the payment of any sums due to the Corporation under this Agreement. If either the Security Deposit or the Review Deposit is diminished by one-half of the original amount, the Shareholder shall replenish it to the full amount within (3) days after written demand. The Shareholder's failure to so replenish such deposits shall be a material breach of this Agreement and shall entitle the Corporation to stop the Work, and/or exercise any remedies it has hereunder. If the Shareholder shall comply with all of the terms and conditions of this Agreement, the Security Deposit, the Review Deposit, and interest or remaining balance thereof, if any, shall be returned to the Shareholder after completion of the Work. The Corporation's release of either the Security Deposit or the Review Deposit shall not constitute acceptance of the Work by the Corporation or a waiver of any of the Corporation's rights under this Agreement. Any sums due to the Corporation under this Agreement and not recovered by application of either of the deposits shall be chargeable as additional rent under the Lease.
15. **Assumption by Purchaser.** The Shareholder (a) shall advise the person or persons to whom it transfers the Apartment ("**Purchaser**") of the Work undertaken by the Shareholder pursuant to this Agreement; (b) shall provide copies of the Plans and this Agreement to the Purchaser; and (c) shall cause the Purchaser to execute and deliver to the Corporation an agreement substantially hereto pursuant to which the Purchaser shall assume all of the obligations of Shareholder under this Agreement, including the obligation under this Paragraph 15 with respect to any transfer of the Apartment by the Purchaser in the form annexed hereto as Exhibit "M" (the "**Purchaser's Assumption of Alteration Agreement**").

The Shareholder hereby waives any claim against the Corporation on account of (a) the Corporation advising a potential Purchaser of the provisions of this Agreement, including this Paragraph 15, and/or (b) refusing to consent to or register the transfer of the Apartment to such potential Purchaser unless and until such potential Purchaser shall execute and deliver to the Corporation an agreement in the form annexed hereto as Exhibit "M" (the "**Purchaser's Assumption of Alteration Agreement**").

16. **Miscellaneous.**
 - a. This Agreement and the Lease represent the only agreements between the Corporation and the Shareholder relative to the subject matter hereto. This Agreement may not be changed orally. No amendment, revocation, supplement or change to this Agreement, nor any revisions to the Plans, nor any consents or waivers, may be made by anyone (including, but not limited to, the Corporation's superintendent or other employees), other than by (i) an officer of the Corporation, and (ii) an authorized employee of the Managing Agent, and in either case, only in writing.
 - b. This Agreement shall be binding on legal representatives, successors and authorized assigns.
 - c. Captions are for the purposes of convenience of reference only and are not to be considered in interpreting this Agreement.
 - d. The Corporation and Shareholder waive trial by jury in any action or proceeding under this Agreement.

- e. This Agreement shall be governed by, and interpreted and enforced in accordance with the laws of the State of New York, and the parties hereto agree that jurisdiction to any controversy shall be with the courts of New York and determined in the county in which the Building is located.
- f. Any word or term in this Agreement that is used in the singular shall include the plural and vice versa. Any word or term of any gender shall include any other gender.
- g. If the Corporation asserts any claim or institutes any action or proceeding under this Agreement to enforce the provision hereof or based on a default or violation thereof by the Shareholder, then the Shareholder shall be responsible for all reasonable legal fees and costs of the Corporation in connection with such claim or in connection with any such action or proceeding in which the Corporation is the prevailing party. All amounts due from the Shareholder hereunder shall constitute additional rent under the Lease.
- h. Each notice, request, consent, election, demand or other communication (collectively, "**notice**") to be given or made hereunder by either party hereto shall be in writing and delivered to the address first above written, and shall either be delivered by hand delivery or by a nationally recognized next day delivery service (e.g. FedEx). Such notice shall be deemed given on the next business day after such hand delivery or the notice is placed in the possession of the delivery service.
- i. All attachments and exhibits hereto are incorporated herein and made a part hereof.

17. **Shareholder's Breach and Corporation's Remedies.** Any breach by the Shareholder of any of the provisions of this Agreement shall constitute a breach of the Lease and shall entitle the Corporation to exercise all of the rights and remedies therein provided. In addition, the Corporation shall also have the right (a) to suspend the Work and prevent workers from entering the Apartment for any purpose other than to remove their tools, and/or (b) to revoke its consent to the Work, and/or (c) to require that the Apartment be restored to its former condition prior to the commencement of the Work, and/or (d) to exercise any of the rights and remedies provided for herein. The remedies provided for herein and in the Lease shall not be exclusive and the Corporation shall also be entitled to exercise any of the remedies provided by applicable law.

IN WITNESS WHEREOF, Shareholder and the Corporation have executed this Agreement.

300 West 23rd Street Owners Corp.

By: _____
President or Authorized Representative

Shareholder

Shareholder

EXHIBIT "A"
TO THE ALTERATION AGREEMENT
DETAILED LIST OF ALL PLANS, DRAWINGS, AND SPECIFICATIONS

PLANS:

DRAWINGS:

SPECIFICATIONS:

EXHIBIT "B"
TO THE ALTERATION AGREEMENT
PLUMBING/WATERPROOFING AND SOUNDPROOFING STANDARDS

As provided in the Alteration Agreement, the Corporation reserves the right to require that any plumbing work, or a portion of plumbing work, be performed by a plumbing company designated by the Corporation. Any such work shall be performed at the Shareholder's sole cost and expense and shall be the Shareholder's sole responsibility.

Any time a Shareholder removes/replaces tile in a bathroom or cabinets in a kitchen, the shareholder must have the branch line (both supply and waste) pipes replaced to the point where these pipes join the waste or supply risers at the Shareholder's expense. In the event the Work involves exposing and/or moving plumbing pipes, the Corporation shall have the right to inspect and install new vertical risers where plumbing is in the original configuration.

Whenever new plumbing fixture(s) or gas pipe system(s) are installed or where any existing plumbing fixture or gas pipe system is altered, all plumbing lines, waste lines, vent lines, and gas lines shall be replaced in their entirety back to the riser/stack. New branch valves, check valves, shall be installed. In addition, new riser control valves must be installed on both the hot and cold water risers above the branch line connection.

New traps and steam control valves must be replaced/ installed on all radiators during demolition/renovation. The owner should be aware that if the T-stat control valves are used, the building still uses an independent timer that sends steam for a timed period when the outside temp is 55 degrees Fahrenheit.

Whenever a radiator is replaced and/or relocated, the supply and return steam/ condensate lines must be replaced back to the building's risers. Plumbing lines are to be removed and capped at the riser for any radiator chosen to be eliminated.

Replacement radiator installations shall also include new supply and return steam piping using black malleable steel pipes and fittings, new manual globe type isolation valves and optional automatic steam control valves, as well as new steam traps and associated piping. If a radiator enclosure is utilized, then an access panel must be furnished to facilitate servicing by building maintenance personnel.

Whenever adjacent walls or floors are disturbed during the Work affected steam lines must be replaced back to the Building's steam risers.

The Shareholder is responsible for the operation, maintenance and repair of fixtures and associated branch plumbing that form part of the Work.

All water control valves must be readily accessible at all times to allow rapid access in case of emergencies. Therefore, valves must never be buried within walls or solid partitions, or blocked by heavy furniture, bookcases and the like. Valves may be "out of sight," but with appropriate access provided.

Branch and riser valves must be easily and conveniently accessible for emergencies. Valves may be covered with access panels if such panels are installed directly in front of the valves and are large enough so that plumbing repairs to the valves and check valves can be accomplished reasonably. Panels shall be at least ten inches square and capable of being opened by hand or with a screwdriver. Access panels are not to be obstructed. **The Resident Manager of the Building must be consulted with regard to the minimum of clearance.** Any decorative cover panels or plates shall also be readily removable and not attached with screws. If an access panel is within cabinetry, nothing, including shelving, is permitted to prevent ready access.

Each fixture shall have individual fixture shutoff valves installed in an easily accessible convenient location.

All plumbing, valves, fittings, and associated material shall be New York City approved. All Work shall conform to the New York City Buildings Department rules and Consolidated Edison requirements.

Approval to install appliances, such as a dishwasher, ice maker, bidet, or steam unit is subject to review and approval of the reviewing architect and the Board and subject to the condition that, should there be complaints about noise, leaks, backing up of suds into other apartment, etc., the Corporation may require the appliance or fixture to be removed or the complaint resolved at the Shareholder's sole expense.

There shall be no reduction in the size of existing plumbing lines. It is the Shareholder's responsibility to ensure that all new branch lines are sized such that existing water and steam pressure and availability are sufficient for operation of the fixtures or other equipment being installed.

Relocation or offset of any plumbing riser, waste stack, vent stack, steam supply and return, or gas riser are expressly prohibited.

Waterproofing and soundproofing for complete bathroom replacement in the same location and/or tub to shower replacement:

- Any alteration that consists of the removal of the floor or wall finishes of a wet area, such as a bathroom or kitchen, must include the installation of continuous waterproofing membrane applied to the substrate. At bathtubs and showers, the membrane must extend the full height of the wall surrounds and as high as the tiles within the remainder of the bathroom area.
- All shower stalls, lead pans, must have an approved vinyl membrane installed under the shower pan. All lead pans must be made of "virgin lead", i.e., no pans made of recycled or recast lead will be permitted.
- Proposed application for installation of a new shower enclosure in the bathroom, all new showers must be installed over fully soldered lead pans with a minimum 4" upturn around the perimeter of the pan.-Per the requirements PC 417, waste outlets serving showers shall be at least 2" in diameter and shall have removable strainers not less than 3" in diameter with strainer openings not less than .25" in minimum dimension. The installation of the shower must include the replacement of the waste outlet. Shareholder's Architect is to provide a written methodology for the new trap installation without accessing the apartment below. Under no circumstances shall there be cutting, moving, and/or removing of the risers, supply, vent or drain lines.

Waterproofing and soundproofing for new kitchen floor and/or all floors:

- Where replaced, floors must have sound matting to reduce the sound and vibration transmission between floors.
- The underlying cinder fill may not be removed without specific approval of the Corporation, and only then if it can be demonstrated that the new construction will be significantly better in performance than the existing construction with regards to the transmission of sound and vibrations.
- Where pipes are located within the floor construction, the cinder fill may not be removed from the floors.
- At kitchen floors, the membrane must extend at least 8" up the perimeter walls. The contractor must follow industry standards for the installation of such materials as tile, stone, waterproofing, soundproofing, plumbing fixtures and fittings, etc. The Shareholder or the Shareholder's Designers will be responsible to submit complete construction details of the proposed installations for review by the Corporation's reviewing Architect/Engineer.

None of the foregoing shall limit any of the Corporation's rights under the Alteration Agreement.

EXHIBIT "C"
TO THE ALTERATION AGREEMENT
ROOM LAYOUTS AND CONSTRUCTION

1. Except as provided in paragraph 2 below, no alteration shall change the layout of apartment or materially change the use of its rooms in relation to apartments above or below it. No "noisy" rooms, such as a kitchen or bathroom, and no "noisy" appliances or other equipment, may be relocated or installed above or below a "quiet" room such as a bedroom or study.
2. All bathrooms and kitchens and associated plumbing must remain the same, *i.e.*, no "wet over dry" reconfigurations shall be permitted, provided however, that if clearly shown on the approved plans attached to this Alteration Agreement and specifically approved in writing, existing kitchens and bathrooms may be enlarged to incorporate adjacent areas, based on a determination by the Corporation that the potential detrimental impact thereof on the floor below will be de minimus. The Corporation shall have no responsibility to any party for such determination, and the Shareholder shall indemnify the Corporation in connection therewith, as provided in Alteration Agreement.
3. Where bathrooms or kitchens are expanded the floors of these rooms must have soundproofing and waterproofing installed as a part of the floor system. Waste and water piping in the extended portions of these rooms must be above the floor waterproofing.
4. All new interior walls shall be constructed of block and plaster or plaster on wire lath, or double sheetrock 5/8" thick. All construction shall be non-combustible and in accordance with the requirements of the New York City Building Code for Class I construction.
5. Carpeting and padding must cover at least 80% of the floor space of altered areas when the alteration is complete, excluding kitchens, pantries, bathrooms and entryways. No stone, ceramic tile, marble or other hard-surfaced flooring may be installed except within the original demising walls of the kitchen, pantry, bathroom or entryway unless the Corporation's approval is granted for an enlargement or rearrangement of these rooms, as described in paragraph 2 above, and the Corporation also specifically approves in writing an extension of the use of hard surface flooring.
6. In all cases where flooring is replaced the Corporation requires installation of a sound retardant underlayment beneath such floors.

None of the foregoing shall limit any of the Corporation's rights under the Alteration Agreement.

EXHIBIT "D"
TO ALTERATION AGREEMENT
INSTALLATION OF APPLIANCES

1. The Shareholder agrees not to cause or permit, without the Corporation's specific prior written approval, the enlargement of existing bathrooms or the installation of additional bathing facilities. **In no event shall an existing bathroom be enlarged or reconfigured or any additional bathing facilities be installed which would cause a "wet" area to be located over a "dry" area in the apartment below.**
2. In no event shall the Shareholder install a kiln or similar oven not for cooking purposes, or perform any alterations which would entail cutting into the floor or ceiling slab of the Apartment for electrical or plumbing work or for any other purpose.
3. The installation of clothes washer/dryer, electric ovens and electric dryers are prohibited. Installation of steam showers, jacuzzi/whirlpool tubs, electric radiant heaters are considered on a case by case basis.
4. No portable dishwasher shall be installed in the Apartment. All appliances must be installed directly into the Building's plumbing systems and installation must be approved by the Corporation's Architect.
5. The Shareholder further expressly agrees not to cause or permit the installation of any other appliance or fixture whatsoever unless the same shall have been labeled on the plans and specifications submitted to the Corporation herewith and approved by the Corporation in writing, provided, however, that appliances and fixtures may be installed in the place of appliances and fixtures set forth in the plans and specifications approved by the Corporation if such substitute appliances and fixtures are of like kind, function and basic specifications as the appliances and fixtures set forth in the plans and specifications approved by the Corporation.
6. In the event that there is a complaint concerning noise, vibration or exhaust heat from any appliance or other equipment installed, the Shareholder agrees to take immediate steps to eliminate the cause for the complaint and, in the event the situation is not resolved to the satisfaction of the Board of Directors, to remove such appliance or equipment.

None of the foregoing shall limit any of the Corporation's rights under the Alteration Agreement.

EXHIBIT “E”
TO THE ALTERATION AGREEMENT
THROUGH-WALL AIR-CONDITIONING GUIDELINES AND
MASONRY OPENING GUIDELINES

There is a fee for all new penetrations through the exterior walls of the building. This includes but is not limited to the installation of through wall air conditioner units, new windows, new doors, enlargement of existing openings. **No masonry openings or enlargement of openings are permitted on the north and east elevations in the building.** Masonry openings or enlargement of openings may be permitted on the west and south elevations on a case-by-case basis. For any Board approved new exterior opening (i.e. through-wall or split A/C units) there is a non-refundable fee of **\$1,000.00** (One Thousand Dollars and No Cents) **per opening** made payable to **300 West 23rd Street Owners Corporation**.

The through-wall air conditioner unit specifications and installation details shall be submitted for review and approval by the Corporation's Architect/Engineer. The details shall indicate the new steel lintel, exterior wall flashing, vibration isolators, the outward pitch of the unit(s), and the louver style and finish. The following minimum notations are required for these installations:

- The new lintel steel shall bear a minimum of 4 inches onto the masonry on each side of the new condenser unit sleeve. Primer and finish coat enamel for steel lintels shall be a rust inhibitive alkyd based coating. Provide “Super Spec HP D.T.M. Alkyd Low Lustre P23” manufactured by Benjamin Moore, or approved equal.
- Waterproofing under the new sleeves should include integral end dams at least 4 inches high up the side walls.
- The new exterior architectural louvers are to be mounted flush with the face of the existing building masonry wall and must be centered beneath windows. The architectural louvers shall be aluminum, and shall match the building standard for color and finish.
- The building masonry wall cutting, repair work and through-the-wall AC unit installation guidelines and notes should be part of the proposed alteration plans. Any work to exterior masonry walls must be performed by a qualified masonry contractor. The contractor should be responsible for the safety of residents and should hold harmless the Corporation's Board of Directors, their Agents and Representatives and Building staff from any liability which might occur during or as a result of the work by the contractor.
- If a new packaged terminal air conditioner (PTAC) unit is to be utilized, then it must be equipped with a steam heating coil. Such installations shall also include new supply and return steam piping using black malleable steel pipes and fittings, new manual globe type isolation valves and optional automatic steam control valves, as well as new steam traps and associated piping. An access panel must be furnished in the heating coil unit enclosure at the valves to facilitate servicing by building maintenance personnel.
- Sound data and manufacturer specifications must be submitted indicating that these units will not disturb any of the shareholder's neighbors. Any recommendations from a sound consultant must be incorporated into the scope of work.

None of the foregoing shall limit any of the Corporation's rights under the Alteration Agreement.

EXHIBIT "F"
TO THE ALTERATION AGREEMENT
CONSENT AND NOTICE TO PROCEED



[Date]

[Shareholder(s)]

[Shareholder's (') Address]

Re: Alteration in Apt. ____ (the "Apartment")

Dear [Shareholder(s)]:

We have reviewed the Alteration Agreement dated _____ submitted by you in connection with your proposed alterations of the Apartment. All capitalized words or phrases in this letter shall have the same meaning as defined in the Alteration Agreement.

The Corporation hereby consents to the proposed work referenced in the Alteration Agreement and specified in Exhibit "A" thereto. All of the plans submitted by you and approved by the Corporation's Architect, which sets forth the Work, shall be initialed by you, the Corporation's Architect, and an Officer of the Corporation. This consent is not effective until such Plans are fully initialed and have been delivered to the Corporation or its Managing Agent. Further, this consent is subject to all of the terms, conditions and provisions contained in the Lease and the Alteration Agreement.

This consent is also conditioned upon your commencement of the Work no later than _____, 20____, and the completion of the no later than _____, 20____ (the "Required Completion Date"), **120** (One Hundred Twenty) consecutive work days maximum after governmental approval. This deadline is material to our consent, and we have relied upon this representation by you in giving you this consent to proceed.

This consent is not a consent to any alterations other than those included in the Plans. Any deviation from the Plans, or additional alterations or work, must be consented to in writing by an officer of the Corporation or an authorized employee of the Managing Agent. Please note that neither the Superintendent nor any employee of the Corporation shall have the authority to give any consent or otherwise bind the Corporation.

Reminder: You must be in compliance with all pre-conditions set forth in Paragraphs 3 and 4 of the Alteration Agreement between us, including, but not limited to, the insurance requirements prior to the commencement of the Work.

Very Truly Yours,

300 West 23rd Street Owners Corp.

By: _____, President

EXHIBIT "G"
TO THE ALTERATION AGREEMENT
NYC BUILDING CODE COMPLIANCE

The Shareholder is responsible in ensuring that their hired "Architect/Engineer of Record" complies with ALL applicable laws, rules and regulations, a few as follows:

Three step process with regards to the New York City Department of Buildings (NYC DOB):

- Step 1: Filing of the Alteration Application
- Step 2: Issuance of a Building Permit
- Step 3: Sign-off

The Shareholder should provide copies of all forms filed with the City of New York for review by the building architect/engineer and for review by the Board. Unless the work is "signed-off" by a licensed professional and, for an Alteration Type I, a new/amended Certificate of Occupancy is issued, or, for an Alteration Type II or III a Letter of Completion is issued, the work is not considered completed by the DOB.

If the project is to be filed as an Alteration Type II under Directive 14, a Letter of Completion on NYC DOB letterhead at project completion must be provided.

The Shareholder must comply with the requirements of BC 28-106.1 by filing the appropriate Asbestos Forms as provided by a Certified New York City Asbestos Investigator.

If the work being proposed falls under the requirements of the NYECC. The architect must show/reflect/note in the plans either compliance with, or exception from this requirement (ECC 101.4.3).

All electrical work must be installed by a licensed electrician and filed at the New York City Bureau of Electrical Control (BEC).

All plumbing work must be installed by a licensed plumber and filed at the NYC DOB, typically in conjunction with the Alteration Application filed for the rest of the work. Provisions exist for the Plumber to file the work directly with the NYC DOB.

All work must comply with clearances as referenced in the American National Standards Institute (ANSI) Publication A117.1 (latest version) and with the provisions of Federal American with Disabilities Act, Federal FHA Requirements, and New York City Local Law 58/87. The most stringent provisions shall apply.

All new doors and walls must comply with clearances as referenced in the American National Standards Institute (ANSI) Publication A117.1 (latest version).

New electrical outlets, telephone outlets, etc. must be installed in compliance with American National Standards Institute (ANSI) Publication A117.1. None of these items "except where the use of special equipment dictates otherwise" shall be mounted less than 15" above the floor.

NOTE: Given the recent litigation by the Federal Government calling into question the validity of New York City's Local Law 58/87 standards, and the subsequent revisions/clarifications of the standards by the NYC DOB, we require that the shareholders' hired Architect to comply with the most stringent requirements as stated within the various laws.

Carbon monoxide detectors shall be installed in accordance with Local Law 7 of 2004, located within 15 feet of each room lawfully used for sleeping purposes.

New acoustical ceilings shall conform to the NYC Building Code. Clips, ceiling attachments and all other components of the suspension system must comply with Appendix R of the NYC Building Code. Hangers must be ¼" diameter steel rods and carrying channels must be 1 ½" cold-rolled .475#. The slab connection is cinder concrete, not stone concrete. The proposed method of anchorage to the slab is identified as a powder-actuated Hilti anchor which is **not permitted**. Use of an epoxy screen anchor (which Hilti also makes) would be acceptable. **A specific anchor should be approved by the reviewing architect or the Resident Manager of the Building prior to use.**

Per BC 1207, sound transmission between common walls, floor and ceilings must have a minimum STC (sound transmission class) rating of 50 and doors between apartments and common hallways must have a minimum STC rating of 35. In addition, structure borne sound between floors and ceilings shall have a minimum IIC (impact insulation class) of 50.

For any proposed reconfiguration of the apartment, the plan should indicate the dimensions and calculations on the drawing that the new aggregate floor area and the existing window opening complies with requirements as stated in BC 1205.2.1 for natural light.

There are three types of "kitchens" per the NYC Building Code. The first is a "kitchenette" which measures less than 80 s.f. and requires either a window or mechanical ventilation, the second is a "kitchen" which is 80 s.f. or greater and requires a window or mechanical ventilation within the room. Both of these types of kitchens are separated from the remainder of the apartment via walls, doors and or dropped smoke soffits (BC 1211.2). The third type is a "super kitchen" that can be part of a larger room (i.e. living room). Windows provided for natural ventilation must include the square footage of the kitchen space, the stove must be in a direct line to a window and the maximum total room depth is less than 30'. The apartment in which a super kitchen is located must be at least a one bedroom apartment. Shareholders' architect must note compliance in the drawings.

None of the foregoing shall limit any of the Corporation's rights under the Alteration Agreement.

EXHIBIT “G(a)”
TO THE ALTERATION AGREEMENT
NYC BUILDING CODE COMPLIANCE

300 West 23rd Street Owners Corp.

Policy and Guidelines in completing NYC Department of Building (DOB) On-Line Forms:

1. 300 West 23rd Street Owners Corp does not allow **self-certification** / **professional certification** filings with the NYC DOB. Only Directive 14 filing.
2. Please submit all completed draft/unsigned previews (in PDF format) of all NYC DOB NOW applications with the shareholder signing as owner. These draft applications need to be reviewed by the Co-op’s reviewing architect/engineer prior to their recommendation to the Board when they can be filed. Please allow at least a week to two weeks review time of the Corporation’s Architect or Engineer and until the managing agent confirms approval of filing the forms.
3. NO AMENDMENTS to any permit applications with the Department Of Building (DOB) NOW are PERMITTED unless reviewed by the Corporation’s reviewing architect / engineer and approved by the Board.
4. The plans to be filed in support of the permit application must be the exact plans approved by the Board as set forth in the alteration agreement.
5. *Description of Work:* Must include/ repeat the subject apartment number (not just apartment floor).
6. 300 West 23rd Street Owners Corp has rent stabilized and rent controlled apartment units.
7. No fee exemption request.

None of the foregoing shall limit any of the Corporation’s rights under the Alteration Agreement.

EXHIBIT "H"
TO THE ALTERATION AGREEMENT
CONTRACTOR INSURANCE REQUIREMENTS

Each of Shareholder's contractors 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 Corporation's Officers, Directors and Shareholders, the Corporation's Architect and the Managing Agent, 300 West 23rd Street Condominium, and renovating Shareholder(s) as additional named insured. No diminution of limits of insurance will be permitted.

1. **WORKER'S COMPENSATION** as required by law, together with Employer's Liability Insurance and Disability Benefits Insurance as required by the State of New York.
2. **COMMERCIAL GENERAL LIABILITY**, including Contractor's Liability and Blanket Contractual Liability (oral or written), all on an occurrence basis with Personal Injury Coverage, which shall include mental anguish as well as standard conditions, and Broad Form Property Damage, without any exclusion relating to Explosion, Collapse and Underground Property Damage.

The policy will contain the "Broad Form Comprehensive General Liability" endorsement in Section 1 in such form; the exclusion pertaining to liability assumed by the Contractor under any contract or agreement (Section II Section B (1)) is to be deleted. The Completed Operations Coverage is to extend for a period of one year following termination of the Work and Contractual Indemnity Coverage is also to extend for one year following termination of the Work. The policy is also to include (a) Owners Protective Liability Coverage, (b) Knowledge of Occurrence and Notice of Occurrence endorsements, (c) Contingent Liability Coverage, (d) Contractual Liability Coverage, (e) a Blanket Contractors endorsement and (f) Unintentional Errors and Omissions clause. The policy shall also include coverage with respect to asbestos exposure if the Work involves any asbestos-containing material, and shall not include a sunset clause without the Corporation's consent.

\$2,000,000.00 (Two Million Dollars and No Cents) **BODILY INJURY & PROPERTY DAMAGE**
(combined single limit)

3. **COMPREHENSIVE AUTOMOBILE LIABILITY**, including non-ownership and hired car coverage, as well as owned vehicles:

\$1,000,000.00 (One Million Dollars and No Cents) **BODILY INJURY & PROPERTY DAMAGE** (combined single limit)

4. **UMBRELLA LIABILITY, BODILY INJURY, PERSONAL INJURY AND PROPERTY DAMAGE** If umbrellas are written in more than one company any layers above the first one shall follow the form of **the primary umbrella.**

\$3,000,000 (three million dollars and No Cents) to **\$5,000,000** (Five Million Dollars and No Cents) **COMBINED** (combined single limit)

The Lower umbrella limits can be utilized depending on the alteration and if the contractor has no exclusions for third party action over coverage a/k/a no exclusions for injury to, employees, volunteers, sub-contractors.

This approval is subject to approval based on the scope of work.

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 name of the Corporation, the Contractor or the Shareholder and, in such a case, the Shareholder agrees to pay the cost thereof and to furnish all information and consents necessary to permit the Corporation to take out and maintain such insurance for and in the name of the Corporation, the Contractor or the Shareholder.

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 "H" shall constitute a waiver of or limitation of any other rights or remedies the Corporation may have for consequential damages or otherwise.

Compliance with the foregoing requirements to carry insurance and furnish certificates shall not relieve the Shareholder from liability assumed under any provisions of this Alteration Agreement.

None of the foregoing shall limit any of the Corporation's rights under the Alteration Agreement.

EXHIBIT "H(a)"
TO THE ALTERATION AGREEMENT
CONTRACTOR INSURANCE REQUIREMENTS

Liability/Automotive/Umbrella Insurance Certificates must be written as follows:

Certificate Holder:

Douglas Elliman Property Management
675 Third Avenue
New York, NY 10017

Additionally Insured:

- (1) 300 West 23rd Street Owners Corporation
 - (2) 300 West 23rd Street Condominium
 - (3) Douglas Elliman Property Management
 - (4) _____ *
- Names of Renovating **Shareholder(s)** & Apt #

Workers Compensation Certificates must be written as follows:

Certificate Holder:

- (1) Douglas Elliman Property Management, 675 Third Avenue, New York, NY 10017
 - (2) 300 West 23rd Street Owners Corporation, 300 West 23rd Street, New York, NY 10011
 - (3) 300 West 23rd Street Condominium, 300 West 23rd Street, New York, NY 10011
 - (4) _____ *
- Names of Renovating **Shareholder(s)** & Apt #

* Name of the shareholder(s)/tenant(s) of the apartment where the work will be performed.

PLEASE NOTE: Original Certificates of Insurance must be presented prior to any work commencing in the Building/Apartment.

All renovations or interior work or exterior work (including window cleaning) in the apartment must be approved by Douglas Elliman Property Management (DEPM), Building Architect, and Board of Directors prior to scheduling work.

Mr. Michael Ryan, Resident Manager: Tel (212) 243-3030 / Fax (212) 243-3035
Ms. Marylou Tapalla, DEPM: Tel (212) 692-8421
Ms. Amelia Ahne, DEPM: Tel (212) 350-6156

The standard insurance requirements for General Liability and all contractors, regardless of your trade is General Liability limits of \$2 million per occurrence and \$3-5 million general aggregate***. To be clear, these limits **CAN NOT** be accomplished through a combination of General and Excess Liability. Refer to Exhibit H.

Please also be advised that this is not specific to any one project or any one contract, it is a global change in the minimum requirements needed to work. It is our understanding that this is an industry wide change.

***\$3,000,000 (three million dollars and No Cents) to \$5,000,000 (Five Million Dollars and No Cents) COMBINED (combined single limit)

The Lower umbrella limits can be utilized depending on the alteration and if the contractor has no exclusions for third party action over coverage a/k/a no exclusions for injury to, employees, volunteers, sub-contractors.

This approval is subject to approval based on the scope of work.

EXHIBIT "I"
TO THE ALTERATION AGREEMENT
GENERAL ADDITIONAL GUIDELINES AND WORK RULES

1. All Work will be performed strictly in accordance with the approved plans and specifications. The Shareholder agrees that no amendments to the approved plans and specifications or any changes of any kind in the scope in the proposed alterations shall be made without the written approval of the Board of Directors and/or its Representatives duly appointed by the Board. If any Work, other than as described herein, is performed, the Corporation and/or its Representatives reserve the right to stop the entire job.
2. The Corporation, acting through the Resident Manager, the Managing Agent, the Corporation's Architect or other designated Representatives has the authority to order Work suspended, in whole or in part, if the Shareholder is in breach of the Shareholder's Alteration Agreement with the Corporation, or if there is reason to believe that any aspect of Work being done is unauthorized or unsafe or there is a failure to cooperate with Work policies.
3. Periodical inspections must be scheduled with the Resident Manager during demolition, roughing, and finish. Failure to adhere to these inspections will result in non-refunded deposits. These inspections must take place during the following times: (a) Before & after demolition; (b) when roughing has been completed (the rough is when the walls are still open and any plumbing and electrical work carried out in the walls is visible for inspection prior to concealment); (c) close to finish (prior to owners punch list completion); and (d) on completion. Please use form as annexed as Attachment "B" (the "**Contractors and Shareholder's Agreement**").
4. Under no circumstances shall there be cutting, trenching, and/or channeling of the concrete floor or ceiling slabs. The Shareholders' Architect must place this note on the drawings.
5. A construction schedule is required as part of the Alteration Application process.
6. No portion of the Work that may be the subject of inspection may proceed unless it shall have been inspected or, if the Shareholder has given the Corporation notice that the Work is available for inspection, the Corporation shall have waived such inspection in writing.
7. Only five (5) alterations are permitted to be on-going within the building at one time. As such, the Shareholder may be required to wait to perform their renovation.
8. If directed by the Board, any pre-existing conditions arising from renovation or other work by Shareholders or their predecessors shall be corrected by the current Shareholders at their own expense.
9. The Board in its discretion may direct that renovation work it considers unsatisfactory shall be completed at the Shareholder's expense by other contractors satisfactory to the Board.
10. Exhaust vents are not to be interfered with, sealed, or used for any purpose such as additional venting apparatuses or dryers.
11. **Power impact tools and sledgehammers are prohibited. No jackhammers are to be used.** The use of electric hammers, electric saws, electric grinding or percussive tools or other power tools which cause, or may cause, undue disturbance, vibration or other damage to the Building, other premises or to other persons occupying or using the Building is not permitted at any time, unless specifically approved in advance, in writing, by the Resident Manager of the Building or the Managing Agent, who may condition such approval on such tools being used only during certain hours, which hours may be more restrictive than the general work hours set forth above.
12. All cabinetry and finished trim components shall be fabricated off-site. The application of spray finishes is not permitted in the Building. Debris shall not be piled in one room in a manner which places an unduly heavy load on the floor.
13. All holes in the floors and slab as well as divots from suspended ceiling hangers will be sealed using a 3 hour fire rated cementitious mixture.
14. No threshold saddle between apartment and public hall may be raised above the existing height.
15. **No oil based products are permitted.** Only water based paint, polyurethane, lacquer are permissible. Prior to painting /staining/sealing process, the apartment must be completely SEALED (vents, doors, windows and all openings) to control the fumes of water based materials from escaping the apartment.

16. Reasonable use of the service elevators will be permitted to transport renovation personnel, their tools and construction materials to the job site. Use of the service elevator must be minimized. Workers should arrive and leave together when possible. **At no time will the passenger elevator be used by renovation personnel or available to tradesmen for deliveries.** No mini containers in elevator. Accordingly, frequent use by renovation personnel is not practical, and the Resident Manager of the Building will schedule their use as he deems necessary to assure that the renovation does not unduly interfere with the normal operations of the building. Service elevator floors and walls and hallways must be protected with Masonite board.
17. Renovation personnel are expected to keep the public areas adjacent to the job site free from dust and debris. At least twice daily, they shall arrange to sweep and damp mop these areas and shall assure that these areas are clean and free from debris when they leave at the end of the work day. Accumulations of debris on the job site are not permitted, and arrangements must be made with the Resident Manager of the Building for their regular removal. No debris from a renovation may be left in the basement area or in the yard outside the basement. Debris left on the street for collection shall be left in secure bags or containers and shall be neatly stacked. The contractor shall assure that all dust or dirt from the renovation debris transported through the basement is promptly and completely cleaned up. As soon as possible, but not later than the end of the demolition phase of the renovation, the contractor shall assure there are adequate sanitary facilities on the job site for all renovation personnel.
18. The operations of the Building are exceedingly complex. To assure that renovation work proceeds as smoothly as possible without undue disruption of life in the building, cooperation with the Resident Manager of the Building and his Staff is essential. They are most knowledgeable about the intricacies of the building structure and systems, and their duties include trying to facilitate renovation work approved by the Board. The Board expects that they will be treated with the same respect and courtesy as it expects them to treat renovation personnel. At all times the Board expects that renovation personnel will adhere to the requests of the Resident Manager of the Building and his Staff and that in an emergency their instructions will be obeyed promptly and fully.
19. Protection of the first floor service entrance is required for deliveries.
20. All holes and potential pathways for rodent and insect entry must be sealed.
21. Where new wall tile is to be installed on a wall common to a public corridor, such tile shall be applied over wonderboard or cement plaster over metal stud furring.
22. Glazing of tiles and tubs with epoxy mixture requires use of exhaust fan for 24 hours to ensure proper ventilation.
23. Lacquer finishes must be applied at contractors shop when possible. If lacquer or French polishing is impossible to apply off site then an exhaust system vented to the outside of building is required.
24. All water, steam, and gas valves and all electrical panels and junction boxes shall remain reasonably accessible both during and after completion of the Work. If any portion of the Work should enclose such valves, panels or junction boxes so that they are not easily accessible, such portion of the Work shall be removed at Shareholder's expense.
25. Any cabnetwork that is to be attached to walls or is not easily movable must provide immediate access to heating, plumbing, gas, electrical and telephone lines. Specific details must be reviewed with the Resident Manager of the Building and the Corporation's Architect.
26. Functioning fire extinguishers and smoke alarms shall be maintained in the Apartment during the Work. If the Shareholder is not residing in the Apartment during the performance of the Work, an early warning fire detection system shall be maintained. The Work shall not block access to any fire exits in the Building.
27. All awnings must be navy blue canvas.
28. All through wall air-conditioner installations must comply with the A/C Guidelines for the Building.
29. All work on terraces must comply with the Terrace Guidelines for the Building. Irrigation systems are not permitted.
30. Workers will be allowed into Building at 8:45 a.m. to set-up, work will commence at 9 a.m.
31. Daily clean-up of job site will commence at 4 p.m. All workers must be out of the building at 4:30 p.m. and apartment key returned at the front desk.
32. All renovation personnel shall log in at the front lobby before proceeding to the service entrance.

33. It is essential that no unauthorized persons be allowed in the Building. Architects and contractors are responsible for assuring that all personnel, including but not limited to those of their subcontractors and suppliers, involved in the renovation (hereafter termed "renovation personnel") comply with the building's security procedures. Contractors shall provide the Resident Manager a list of names of all subcontractors who are expected to have personnel working in the building before any will be allowed on the job site.
34. Contractors must abide by the following holidays (no work/construction):
- Federal holidays (New Year's day, Martin Luther King Day, President's day, Memorial Day, Independence Day, Labor Day, Columbus Day, Thanksgiving, Day after Thanksgiving and Christmas Day); Union holidays and other religious holidays. Rosh Hashanah, work will cease at 4 p.m. day before and no work Rosh Hashanah; Yom Kippur, work will cease at 4 p.m. day before and no work Yom Kippur; and Hanukah (work will cease at 4 p.m. day before and no work Hanukah).
35. General contractor must maintain a daily record of all workers in and out of the apartment.
36. Contractor must assign one person to open and close job site.
37. If possible, one toilet for workers use on job site must be provided and maintained by the contractor for the duration of the project. The contractor must also provide the paper towels and toilet paper for his workers.
38. No loud radio playing.
39. There must be an English-speaking supervisor at job site every day.
40. Prior to the commencement and during the progress of any work, the contractor shall be responsible for the prevention of hazards to personal property, including that of the Shareholder, the Building residents and the public. The contractor and his subcontractors shall be responsible for compliance with the Occupational Safety and Health Act (OSHA) and all applicable City, County and State laws and regulations. Walls common to another apartment or public hall must be sealed to prevent transmission of dust, dirt, odors and noise.
41. Architects and contractors are responsible for assuring that all renovation personnel comply with applicable safety rules and procedures. Use of "service stairs" in the building by renovation personnel is limited to **bonafide** emergencies, except as specifically authorized in writing by the Resident Manager of the Building or his duly designated deputy.
42. Emergency contact numbers must be posted on site at highly visible location next to elevator doors on apartment landings.
43. Absolutely **NO SMOKING INSIDE THE APARTMENTS, LANDINGS AND FIRE STAIRS OR WITHIN THE BUILDING/PREMISES.**
44. Contractors must (1) prominently display "no smoking" signs, (2) remove all ashtrays, (3) inform individuals smoking on the job site and in the Building that they are not in compliance with the law and may be subject to fines and penalties, and (4) instruct individuals found smoking to immediately extinguish any smoking materials.
45. Absolutely **NO CONSUMPTION OF ALCOHOLIC BEVERAGES, ILLICIT USE OF DRUGS, SMOKING AND INAPPROPRIATE CONDUCT BY ANY WORKERS ENGAGED IN CONNECTION WITH THE WORK ARE PROHIBITED EVERYWHERE IN OR ABOUT THE BUILDING.**
46. During demolition zip doors must be installed at the front entrance, inside the front entrance, and service doors.
47. Access to building shut off valves shall not be covered or sealed off.
48. New bathrooms and kitchens must be supplied with isolating shut off valves.
49. All extensive plumbing and electrical work must be executed according to NYC code and performed by a licensed technician. All required permits must be obtained and submitted to the Managing Agent prior to scheduling of work and all sign-offs must be obtained and submitted to the Managing Agent at the end of the job.
50. All piping exposed during alteration work, both new and existing, must be wrapped with durable, condensation absorbing, insulating material and supported with non-reactive materials. A minimum clear distance of 2" is required between hot and cold water pipes (separation must be filled by fiberglass insulation) and there must be no metal-to-metal contact between piping, conduit, BX, etc.

51. Abandoned plumbing lines are to be removed and capped at the risers.
52. Whenever a plumbing fixture is replaced and/or relocated, the branch lines for water supply, waste and venting must be replaced back to the Building's waste and vent riser stack.
53. Branch lines including water, steam and drain as well as vents must be replaced up to their respective risers.
54. Stainless steel ball valves must be installed at riser locations. All access doors must allow free movement of these valves.
55. All pipes (water pipes and steam lines must be insulated) including branch drains must be insulated before cemented to prevent any acidic reaction.
56. Lead pans shall have a standing water test of 24 hours.
57. Any exposed vertical risers will be inspected by the Resident Manager of the Building for defects. Please contact the Resident Manager of the Building once exposed.
58. Relocated gas lines must be pressure tested from the meter and the contractor is responsible to obtain a "BLUE CARD" certifying compliance.
59. A minimum of 4 elbow swing for the hot water lines to allow for expansion.
60. No wood, plywood, or sheetrock shall be installed in bathrooms.
61. No single lever faucets in sinks or showers are allowed without check valves.
62. All pipe chases and other openings in cavity walls must be plastered over before any cabinets or furniture is built in. The Resident Manager of the Building must inspect prior to covering over of such openings. The integrity of the cavity and party walls must be maintained.
63. All work involving the replacement of plumbing fixtures which requires a water line or gas line shutdown must be cleared with the Resident Manager of the Building one week prior to commencement of work.
64. Garbage disposals, clothes washers/dryers and electric cook tops or ovens are not allowed in the Building.
65. Jacuzzis / steam showers, electric radiant heaters are allowed on a case-by-case basis.
66. Commercial quality ovens/stoves requiring separate ventilation are permitted on a case-by-case basis.
67. No copper or other tubing may be embedded in cement walls or floors.
68. Refrigerator and/or icemaker tubing must be copper and must be sheathed in plastic - installation must be observed and approved by the Resident Manager of the Building.
69. Replacement toilets are to be the 1.6 gallon models specified by the Department of Environmental Protection.
70. All new windows must match the existing windows on the building that includes the installation of Graham 3000 Double Hung Windows, Graham 7100 Series Out Swing Balcony Doors, and Optimum Fire Rated Lot Line Windows, baked enamel finish, 1" insulated glass, sweep lock and ultra lift balances including:
 - a) Product shall be Graham Series 3000 D.H., Graham 7100 Series Out Swing Balcony Door, and Optimum Steel Fire Rated D.H. Windows.
 - b) Color to be Black. Finish shall be baked enamel.
 - c) Glass shall be 1/8" annealed over 1/8" annealed.
 - d) Exterior frame shall be Flange. Panning is excluded.
 - e) Interior finish shall be Black baked enamel.
71. The Board in the exercise of its discretion may amend these rules at any time. In such case, the Board will provide concerned Shareholders and their renovation personnel with copies of the amended rules, which shall become binding immediately after they are received.

72. Nothing in these rules shall be deemed to limit in any way the discretionary authority of the Board to carry out its obligations relating to the proper operation of the Building or to assuring the continued safety, security, service and quality of life in the building.
73. The Board, Managing Agent, and other Building Agents are not responsible for renovating Shareholder's design. The Corporation makes no representations as to the design, feasibility, functionality or efficiency of the Alterations or obtain any required Permits therefor. Without limiting the generality of the foregoing and notwithstanding the consent to the Alterations, none of the Corporation, its Board of Directors, Employees or Agents that has made representation, are no way responsible to the Shareholder, for the location of any of the Systems or utilities.
74. The Corporation has no financial responsibility for renovating Shareholder to correct unforeseen conditions. The existence of any unforeseen, hidden or dangerous conditions discovered during the performance of the Alterations or for any increased cost, arising as a result of such discovery. Upon discovery of any such Systems, utility or unforeseen, hidden or dangerous condition, the Shareholder shall immediately cease any work affected thereby, notify the Corporation's Managing Agent and not to recommence any such work without the Corporation's written approval. The Corporation will bear no responsibility, financial or otherwise, arising from the withholding by its Agents of any approval or the granting of such approval upon any Agent's conditions. The determination of what constitutes "unforeseen", "hidden" or "dangerous" conditions shall be made by the Corporation's Board of Directors in its sole discretion, but shall in all events include the discovery or exposure of ACM, the presence of which shall be corrected at the Shareholder's cost and expense by a licensed experts and in compliance with all relevant Laws.

None of the foregoing shall limit any of the Corporation's rights under the Alteration Agreement.

EXHIBIT "J"
TO THE ALTERATION AGREEMENT
DUST CONTAINMENT PROCEDURE

In connection with any demolition, alteration or construction, the Shareholder shall comply, and cause its contractors and workers to comply, with the following procedure:

1. Materials

- a) Polyethylene sheeting: Provide 6.0 mils thick minimum flame-resistant polyethylene sheeting that conforms to requirements set by the National Fire Protection Association Standard 701, Small Scale Fire Test for Flame-Resistant Textiles and Films. Provide largest size possible to minimize seams.
- b) Reinforced Polyethylene Sheeting: Provide 10 mils thick minimum translucent, nylon reinforced or woven polyethylene, laminated flame-resistant, polyethylene film that conforms to requirements set forth by the National Fire Protection Association Standard 701, Small Scale Fire Test for Flame Resistant Textiles and Films. Provide largest size possible to minimize seams.
- c) Duct Tape: Provide duct tape in 2" of 3" width as indicated, with an adhesion which is formulated to stick aggressively to sheet polyethylene.

2. Construction of Dust Control Work Areas

- a) Completely isolate work areas from other parts of the Building so as to prevent dust or debris from passing beyond the isolated area.
- b) Individually seal all ventilation openings (supply and exhaust), doorways, windows, convectors, door grills, and other openings inside the work area with duct tape alone or with polyethylene sheeting at least 6 mil in thickness, taped securely in place with duct tape. Maintain seal until all work is completed. Take care in sealing of convector to avoid melting or burning of sheeting.
- c) Dust control enclosures (zip doors) shall be constructed at the entrance to the work area (in front of the apartment and inside the apartment door). The dust control enclosures shall have a flap opening (of at least 5' high x 3' wide) in one vertical side of the enclosure by sealing an extra layer of polyethylene sheeting with duct tape to the top side of the enclosure.
- d) Install an exhaust fan, which must develop not less than 0.125" static pressure, which shall be operated until midnight during the drying of high volatile paint or staining operations.
- e) Cover floors and any carpeting in public hall with one layer of reinforced polyethylene sheeting at least 10 mils in thickness. Place corrugated cardboard or "masonite" sheets on top of the polyethylene sheeting.
- f) Sheet Plastic: Protect surfaces on the work area with one layer of plastic sheeting on floor and walls.
- g) Cover floor of the work area with one layer of polyethylene sheeting, each at least 6 mils in thickness, turned up walls at least 12 inches. Form a sharp right angle bend at junction of floor and wall so that there is no radius which could be stepped on causing the wall attachment to be pulled loose. Duct tape all seams in floor covering. Locate seam in top layer six feet from, or a right angles to, seam in bottom layer. Install sheeting so that top layer can be removed independently of bottom layer.

- h) Cover all perimeter walls in work area with one layer of polyethylene sheeting, at least 6 mil in thickness, mechanically supported and sealed with duct tape (overlap sheets 4" - 6") in the same manner. Tape all joints including the joining with the floor covering with duct tape.
- i) At the discretion of the Corporation, foam sealant or a similar product may be required to be used in pipe chases or other slab penetrations so as to minimize traveling dust or debris.
- j) At the discretion of the Corporation, the Managing Agent or the Resident Manager additional dust containment requirements may be asked to be installed.

None of the foregoing shall limit any of the Corporation's rights under the Alteration Agreement.

EXHIBIT “K”
TO THE ALTERATION AGREEMENT
TERRACE GUIDELINES AND SUBMISSION REQUIREMENTS

In order to obtain approval for the installation of planters, decking, exterior cladding or other semi-permanent items on any of the Building terraces or roofs, the Shareholder must supply in advance the following information to the Managing Agent for review by the Board of Directors and Building Architect if required:

A drawing at minimum 1/4" = 1'-0" scale showing the terrace/roof and the proposed layout of planters and/or other items. The plan shall show the calculated weight of each planter and the location relative to existing pavers, decking sleepers or other supports that bear directly on the roof membrane.

Unless a Registered Architect or Professional Engineer (RA/PE) is engaged to design the layout of planters and other elements on the terrace, the following limitations shall apply:

PLANTERS:

1. Planter boxes shall not exceed 9 cubic feet in size. Any combination of dimensions may be used to achieve this volume unless the dimensions create a footprint that exceeds the bearing capacity of the membrane system below. The maximum weight of any planter box with soil shall be 200 lbs. Planter box "fill" shall not exceed 65 lbs. /SF gross weight for saturated soil (soil to consist of 1/3 perlite, 2/3 topsoil). Plants within planters shall be anchored with guy wires to planter box to prevent uprooting in high winds. The boxes shall be filled with Styrofoam "peanuts" for drainage, in lieu of stones. The depth of the peanuts shall be a minimum of 4".

2. Boxes shall be arranged within the terrace perimeter with the following restrictions:

a) Planters shall be placed a minimum of 1'-0" away from any wall, drain, or other roof penetration (NOTE: Importantly, no planters shall be placed over removable pavers or decking covering drain locations),

b) Planters shall not block required egress from roof or terrace,

c) Planters shall be spaced so as not to create weight in excess of 30 lbs./SF over any area of 40 SF or more,

d) Planters shall not be placed/hung on any parapet, railing, raised roofing structure, penthouse wall, or other building element,

e) Planters shall not be placed directly upon a roof membrane or gravel ballast,

f) Nor shall the total gross weight of all planters placed on the terrace exceed 5 lbs. per square foot on the total terrace area (thus a 500 SF terrace may have up to 2,500 lbs. of planters).

g) Nor shall the weight placed on the roofing system by any one support exceed 16 lbs. per square inch.

3. No plants shall be allowed to exceed 6'-0" in height. Plants that exceed this height limitation shall be tied back to the building in a manner designed by the Building Architect.

4. Planter boxes shall be constructed of: a) treated or a "rot" resistant wood species, or b) plastic/resin material. No stone, concrete or clay containers are permitted due to weight considerations as well as moisture retention issues.

5. Any fasteners used are to be non-ferrous.

6. Drainage holes shall be provided at the bottom of all planters.

TRELLIS STRUCTURES:

1. No trellis is to exceed 12'-0" in height.

2. Trellis shall be open a minimum of 50% over their surface areas.

3. No trellis shall block the view of adjacent Unit Owners, unless written permission is given.

4. Trellis shall be physically attached to the building structure in a manner approved by the Building Architect. Again, any fasteners used must be non-ferrous.

5. Trellis to be constructed for easy removal, i.e. bolted connections in lieu of nailed.

FURNITURE:

1. Furniture to be stored in such manner as to prevent “blow-off” due to wind forces.

2. Canopies and umbrellas are to be physically attached to the building structure in a manner approved by the Building Architect. Note, new awnings are not likely to be approved; this rule applies to awnings already in place.

OTHER ISSUES:

In the case of some terraces additional capacity may be available due to the presence of structural beams and even columns within the field of the terrace. If these structural elements exist then larger sized plants may be allowable if placed directly on top of these points. In the case of a column point, the size of the planter can be large. Any Shareholder considering increasing the weight of planters in these areas shall submit calculations by their RA/PE showing that the capacity of these elements is not exceeded. In no case shall the planters, however, exceed the crushing capacity of the roof system, which shall be calculated as 16 lbs. per square inch including existing pavers or other traffic surfaces. As a matter of course, no element of the roofing structure or membrane may be removed or altered to accommodate a planter or item of furniture or décor.

Attachment - All methodologies of attachment of items on the terrace shall be submitted to the Building’s Architect for review. The Shareholder’s RA/PE shall submit calculations showing attachment complies with NYC Building Code Requirements. The Building’s RA/PE reserves the right to make changes to the submitted details with regards to their impact on common elements of the building, and the water tightness of the condition.

Crucially, the Shareholder is responsible for the maintenance of all plant materials and containers and shall maintain all drains to be kept clear of dirt, leaves and other debris on a continuous basis. The Shareholder is financially responsible for any and all damage to the Building, other units or any property resulting from failure to keep drains clear and flowing at ALL TIMES. Violations are subject to the maximum penalty permitted under the Cooperatives by-laws and House Rules.

Ivy - In some terraces unit owners allow ivy to grow on their brick masonry walls. This practice is detrimental to the masonry joints. Ivy roots in the mortar joints and breaks apart the mortar allowing water to enter into the Building. If unit owners desire ivy on the walls a wood trellis shall be installed.

Wood Decking - The Building Code of the City of New York limits the amount of wood decking to 20% of the roof area at that level. The Board of Directors may grant consent to a unit owner to install wood decking over a larger percentage of their terrace if other unit owners on the same level do not have wood decks on their terraces. Permission, however, will be granted on a case-by-case basis, with “revocable consent” on individual coverage that exceeds 20% of their personal area. Installation of wood decks shall be submitted with protection details for the waterproof membrane system.

Outdoor structures including greenhouses, sheds, large storage units are not permitted.

Outdoor carpeting is strictly prohibited for reasons of moisture retention.

Automatic watering systems are not permitted in any circumstance.

Outdoor cooking/barbeque equipment is strictly prohibited including gas, electric, propane, charcoal, and any other form of fuel.

The Shareholder is responsible to move, at their expense, the planters for roof inspections, replacement, and repairs, if so directed by the Board of Directors. The repair of damage to common building elements caused by the placement or moving of the planters shall be solely borne by the Shareholder.

All drawings supplied by the Shareholder with regards to the planter layout shall be maintained in a file by the Board of Directors and/or Building Managing Agent. Any elements not approved and shown on the plans shall be removed by the Shareholder within two (2) weeks of notification by the Board or it’s Representative.

None of the foregoing shall limit any of the Corporation’s rights under the Alteration Agreement.

EXHIBIT "L"
TO THE ALTERATION AGREEMENT
LEAD CONTAINMENT AND REMOVAL PROCEDURE

All Work that disturbs lead based paint shall be performed by persons who are knowledgeable, qualified, and trained in the removal, treatment, handling and disposal of materials containing or contaminated with lead, and the subsequent cleaning of the affected environment. All such Work shall be conducted in accordance with all requirements, guidelines and recommendations of public authorities having jurisdiction in New York City relating to the conduct of alterations or renovations in the presence of lead-based materials, regardless of whether the same are legally binding, including, but not limited to:

1. OSHA Lead in Construction Regulations (29 CFR 1926.62);
2. USEPA RCRA Hazardous Waste Regulations (40 CFR Parts 260 through 271);
3. *Guide to Local Law #1 of 2004 Safe Work Practices* (New York City Department of Housing Preservation and Development) (portions pertaining to licensing and training, work methods, prohibited methods and occupant protection); and
4. *HUD Technical Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing* (issued pursuant to Section 1017 of the Residential Lead-Based Paint Hazard Reduction Act of 1992).

Without limiting the foregoing,

1. The following methods must not be used while performing Work that disturbs lead-based paint or paint of unknown lead content:
 - a) Open flame burning or torching;
 - b) Machine sanding or grinding without HEPA (high efficiency particulate air filter) local exhaust control;
 - c) Abrasive blasting or sandblasting without HEPA local exhaust control;
 - d) Heat guns operating above 700 degrees Fahrenheit or charring the paint;
 - e) Dry sanding or dry scraping;
 - f) Use of methylene chloride or paint stripping in a poorly ventilated space using a volatile stripper that is a hazardous substance in accordance with regulations of the United States Consumer Product Safety Commission at 16 CFR §1500.3, and/or a hazardous chemical in accordance with the United States Occupational Safety and Health Administration regulations at 29 CFR §§1910.1200 or 1926.59, as applicable to the Work; or
 - g) Use of compressed air.
2. The following general work practices must be followed:
 - a) Wet sanding, wet scraping, removal, enclosure, encapsulation, replacement, abatement and other maintenance and repair activities must be performed using standard construction and treatment methods, and in accordance with manufacturer's instructions, where applicable.
 - b) All surfaces where lead-based paint or paint of unknown lead content has been disturbed must be sealed and finished with appropriate materials. Underlying surface substrates must be dry and protected from future moisture before applying a new protective coating or paint, and all paints and coatings must be applied in accordance with the manufacturer's recommendations.
3. Demolition of materials containing lead based paint shall be performed in accordance with the following special requirements:
 - a) Demolish in a manner which minimizes the spread of lead contamination and generation of lead dust.

- b) Implement dust suppression controls, such as misters, local exhausts ventilation, etc. to minimize the generation of airborne lead dust.
 - c) Segregate work areas from non-work areas through the use of barrier tape, poly sheeting, etc., including adhering to the requirements of Exhibit 9(e) to the Alteration Agreement involving dust containment procedures.
 - d) Clean up immediately after demolition has been completed
4. In addition to proper containment methods and engineering controls respecting lead emissions and contamination, the following clean-up activities shall be required:
- a) All lead waste material and visible accumulations of debris, paint chips and associated items shall be removed and containerized.
 - b) During clean-up, rags and sponges wetted with lead-specific detergent and water shall be utilized throughout. HEPA filtered vacuum equipment shall be employed to minimize dust exposure levels. All mop heads, waste water, broom heads, rags, and sponges used in the clean-up activity shall be disposed of as lead contaminated waste.

None of the foregoing shall limit any of the Corporation's rights under the Alteration Agreement.

EXHIBIT "M"
TO THE ALTERATION AGREEMENT
PURCHASER'S ASSUMPTION OF ALTERATION AGREEMENT¹

WHEREAS, by a certain instrument of assignment, dated _____, _____ (collectively, "Assignee") will acquire all of the right, title and interest of _____ (collectively, "Assignor") in and to a certain lease (the "Lease"), dated _____, between 300 West 23rd Street Owners Corp. ("Lessor Corporation"), as lessor, and Assignor, or Assignor's predecessor in interest, as lessee, for Apartment ____ ("Apartment") in premises known as 300 West 23rd Street, New York, New York 10011; and

WHEREAS, the Assignee will assume all of the obligations of Assignor as Lessee under the Lease, and is about to become the lessee of the Apartment by virtue of the execution of a new lease; this includes any alterations or additions to the structure, systems, appliances, finishes or fixtures of the Apartment (collectively, "Alterations");

NOW, THEREFORE, in consideration of the premises and the consent of Lessor Corporation or its directors to the assignment of the Lease to Assignee and to the transfer to Assignee of the shares of Lessor Corporation which accompany the Lease, Assignee hereby ASSUMES AND AGREES TO PERFORM AND COMPLY, at Assignee's sole cost and expense, all obligations: (i) pertaining to maintenance, repair, removal or restoration of the Alterations and all structures, fixtures, appliances or other items installed or built in connection therewith, including but not limited to, any of the same that may be required to facilitate any building repairs or renovations or compliance with applicable legal requirements, and (ii) pertaining to liability to the Lessor Corporation and third parties, including, but not limited to liability to other shareholders, resulting from failure of or defect in the Alterations, and failure by Assignee to fulfill its obligations hereunder, and any impact on the Building or other shareholders deriving therefrom.

Any dispute as to whether a structure, fixture, finish or other improvement was installed by the Assignor, or a predecessor lessee, and thus falls within the scope of this Assumption Agreement, shall be submitted for a binding determination to an architect or engineer licensed in the State of New York, designated by, but unaffiliated with, the architect for the Lessor Corporation, whose fees shall be divided equally between the Lessor Corporation and Assignee.

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

Where the Assignee is more than one person, all obligations under this Assumption Agreement shall be joint and several. This Assumption Agreement and all of its provisions shall be binding on Assignee and Assignee's estate, heirs, executors, administrators, personal representatives, successors and assigns.

New York, New York

Date: _____

Apartment: _____

Signed:

_____, Assignee

Name(s):

_____, Assignee

Name(s):

State of New York }

}

County of New York }

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

Notary Public

ATTACHMENT "A"

TO THE ALTERATION AGREEMENT CONTRACTOR'S INDEMNIFICATION & INSURANCE AGREEMENT

Whereas _____ ("Contractor") is and will be performing certain work for _____ ("Shareholder") at 300 West 23rd Street Owners Corp. ("Corporation") located at _____ pursuant to oral and/or written agreements and/or Purchase Orders. As to all such work, Corporation, Shareholder and Contractor agree as follows:

INDEMNIFICATION AGREEMENT

To the fullest extent permitted by law, Contractor agrees to indemnify, defend and hold harmless, Corporation, 300 West 23rd Street Condominium, managing agent, architect and Shareholder from any and all claims, suits, damages, liabilities, professional fees, including attorneys' fees, costs, court costs, expenses and disbursements related to death, personal injuries or property damage (including loss of use thereof) arising out of or in connection with the performance of the work of the Contractor, its agents, servants, subcontractors or employees, or the use by Contractor, its agents, servants, subcontractors or employees, of facilities owned by Corporation. This agreement to indemnify specifically contemplates full indemnity in the event of liability imposed against the Corporation, 300 West 23rd Street Condominium, managing agent, architect and Shareholder 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 Corporation, 300 West 23rd Street Condominium, managing agent, architect and Shareholder 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 Contractor 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 Corporation, 300 West 23rd Street Condominium, managing agent, architect and Shareholder, and their respective insurers, which would have otherwise been paid by the Contractor's required insurance.

INSURANCE PROCUREMENT

Contractor shall obtain and maintain at all times while performing work for or at the request of the Shareholder, at its sole cost and expense, the following insurance (a) workers compensation insurance with statutory limits and employer's liability coverage of not less than \$500,000; (b) commercial general liability insurance with a minimum limit of \$1,000,000 per occurrence and \$2,000,000 in the aggregate, which insurance shall cover the following: premises and operations liability, products/completed operations, broad form property damage, broad form contractual liability, personal injury and independent contractor's liability; (c) automobile liability insurance covering owned, hired and non-owned vehicles, with a minimum limit of liability of \$1,000,000; and (d) umbrella liability insurance with a limit of \$5,000,000 per occurrence and a general aggregate of \$5,000,000. Contractor shall, by specific endorsements to its primary and umbrella/excess liability policy, cause Corporation, 300 West 23rd Street Condominium, managing agent, architect, and Shareholder to be named as additional insureds. Contractor shall, by specific endorsement to its primary liability policy, cause the coverage afforded to the additional insureds thereunder to be primary to and not concurrent with other valid and collectible insurance available to the additional insureds. Contractor shall, by specific endorsement to its umbrella/excess liability policy, cause the coverage afforded to the additional insureds hereunder to be first tier umbrella/excess coverage above the primary coverage afforded to the additional insureds and not concurrent with or excess to other valid and collectible insurance available to the additional insured.

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

Contractor
Signature: _____

Corporation
Signature: _____

Shareholder
Signature: _____

Name:

Name:

Name:

Date:

Date:

Date:

ATTACHMENT "B"
TO THE ALTERATION AGREEMENT
CONTRACTORS AND SHAREHOLDERS AGREEMENT

Subject: **300 West 23rd Street, Apt.** _____
New York, NY 10011

Renovation work must comply with building policies pertaining to periodical inspections. Periodical inspections must be scheduled with the Resident Manager during demolition, roughing, and finish. Failure to adhere to these inspections will result in non-refunded deposits.

These inspections must take place during the following times:

a) **Before & after demolition:**

Sign off _____ Date: _____

b) **When roughing has been completed** (the rough is when the walls are still open and any plumbing and electrical work carried out in the walls is visible for inspection prior to concealment):

Sign off _____ Date: _____

c) **On finish** (prior to owners punch list completion):

Sign off _____ Date: _____

d) **On completion:**

Sign off _____ Date: _____

Please be advised this Agreement does not hold the Board of Directors and Officers of 300 West 23rd Street Owners Corp. and 300 West 23rd Street Condominium, Resident Manager & Employees, Reviewing Professionals for the Cooperative and Douglas Elliman Property Management and/ or any other third party of 300 West 23rd Street Owners Corp. and 300 West 23rd Street Condominium liable or responsible for any present or future incidents that may occur due to ill workmanship other than the contractor and / or the shareholder(s) (refer to the Alteration Agreement).

Violation of the rules will lead to access denial to the building and job/work shut-down.

I understand and agree fully:

Print Company Name of Contractor

Print Name of Shareholder

**Name and Title of Authorized Representative
of the Contracting Co.**

Signature of the Shareholder

**Signature of the Authorized Representative
of the Contracting Co.**

Date: _____ **Contact #:** _____

Date: _____ **Contact #:** _____

Give Form to the requester. Do not send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
<input type="checkbox"/> Individual/sole proprietor or single-member LLC	Exempt payee code (if any) _____
<input type="checkbox"/> C Corporation	Exemption from FATCA reporting code (if any) _____
<input type="checkbox"/> S Corporation	(Applies to accounts maintained outside the U.S.)
<input type="checkbox"/> Partnership	
<input type="checkbox"/> Trust/estate	
<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____	
Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.	
<input type="checkbox"/> Other (see instructions) ►	
5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code	
7 List account number(s) here (optional)	

Employer identification number

		-							
--	--	---	--	--	--	--	--	--	--

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Date ▶

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

ATTACHMENT "D"

TO THE ALTERATION AGREEMENT

BUREAU OF ELECTRIC INFORMATION

Checklist

- ☒ If you are not sure if the work you intend to do requires an electrical permit, call the Electrical Division at 212-566-3812.
- ☒ Hire a New York City licensed electrician for work that requires an electrical work permit.
To find a licensed electrician, contact the New York Electrical Contractors Association at 212-481-0530. Also, you may log on to NYC.gov/buildings to see if an electrician is licensed.
- ☒ Have your licensed electrician complete and submit to the Department an application for a Certificate of Electrical Inspection.
The licensed electrician performing the work must sign all electrical applications. In addition to the licensee's signature any electrical application which is filed for work that is relative to a new or amended Certificate of Occupancy (CO), the owner or the owner's authorized representative must sign. Also, any application which requires an electric meter or an outage or requests to energize a service, requires the signature of the owner.
- ☒ Upon proper completion, the application will be entered into the Department's central computer database, and given a control number. A permit will then be mailed to the licensed electrician.
If the application is not completed properly, it will be returned by mail to the electrician with an attached form itemizing the errors.
- ☒ When the electrical work is completed, the electrician must contact the Department's Electrical Division and schedule an appointment for an inspection.
If the work complies with the NYC Electrical Code, the inspector will approve the application. Once the property owner pays all applicable fees, a Certificate of Electrical Inspection is mailed to the licensed electrician.
To ensure that the work was completed properly and inspected by the Department, ask your licensed electrician for a copy of the Certificate of Electrical Inspection.

New York City Department of Buildings

Executive Offices / 212-566-5000
280 Broadway, New York, NY 10007

Manhattan Borough Office / 212-566-0042
280 Broadway, New York, NY 10007

Bronx Borough Office / 718-579-6920
1932 Arthur Avenue, Bronx, NY 10457

Brooklyn Borough Office / 718-802-3675
210 Joralemon Street, Brooklyn, NY 11202

Queens Borough Office / 718-286-0600
120-55 Queens Boulevard, Kew Gardens, NY 11424

Staten Island Borough Office / 718-816-2300
10 Richmond Terrace, Borough Hall, Staten Island, NY 10301

Department of Investigation / 212-825-3831
80 Maiden Lane, New York, NY 10038

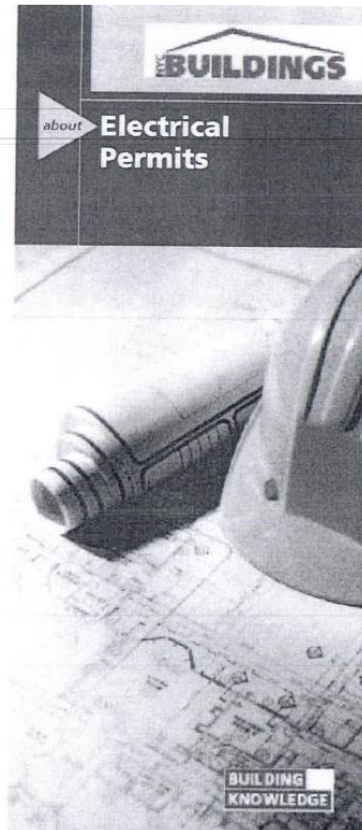
Call 311 for non-emergency complaints or information for Building Department services.
Use 911 only for life threatening emergencies.

Visit NYC.gov/buildings to:

- Access comprehensive information about the Department
- Check the status of a filing on the Building Information System (BIS)
- Download plan/work approval forms and the Building Code

Mission
The NYC Department of Buildings ensures the safe and lawful use of buildings and properties by enforcing the Building Code and Zoning Resolution. We facilitate development with integrity, efficiency and professionalism.

Michael R. Bloomberg, MAYOR
Patricia J. Lancaster, FAIA, COMMISSIONER



Electrical work is defined by the NYC Electrical Code as "the installation, alteration, maintenance or repair of any electric wires and wiring apparatus and other appliances used or to be used for the transmission of electricity for light, heat, power, signaling, communication, alarm or data transmission." For example, changing a lightbulb is not considered electrical work, but changing the light switch or fixture is. The Electrical Code was enacted to establish standards to protect both the public and property in the City of New York.

▶ Electrical license and permit requirements

Electricians must be licensed by the Department of Buildings in order to perform electrical work in New York City.

An electrical permit is required for most electrical work, including handling of electrical wires that is performed in a residential home or business.

The Department of Buildings' Electrical Division issues electrical permits. Upon receipt of a properly completed application, permits are typically issued within five business days.

▶ To verify an electrician's license

To verify that the electrician you are planning to hire is licensed, call the Department's Licensing Division at 212-566-4100 or log on to the Department's website at NYC.gov/buildings.

▶ Application and permit fees

Application fees are subject to change. Contact the Electrical Division at 212-566-5149 for information regarding current application fees, or log on to NYC.gov/buildings.

Permit fees are based on the scope of the proposed work. Refer to the fee schedule printed on the back of the permit application.

▶ Consequences of working without a permit

If electrical work is performed without a permit, the owner of the building, as well as the individual who performed the illegal work, may be subject to violations, summonses, court appearances and fines. Furthermore, an unlicensed electrical contractor who performed the work may be fined for working without a license.

To resolve electrical violations, you must hire a licensed electrician to file an application with the Department and correct the violation.

To report work that is performed without a permit, call 311.

To report unprofessional conduct by a licensed electrician, call our Investigations Unit at 212-825-3631.

▶ NYC Adopts National Electrical Code

In 2003, the City adopted the 2002 National Electric Code (NEC)—a recognized industry standard with local amendments that adapt it to the unique conditions found in New York City.

The new electrical code incorporates technological advances that have occurred since the 1960s, including low voltage systems, fiber optics, digital control systems, and solar and fuel cell technologies. These will enhance efficiency and speed to the approval process for jobs involving these systems. The new code is updated on a tri-annual basis.

This brochure provides general guidelines. If you have specific questions, call the Department of Buildings' Electrical Division at 212-566-4988 or your licensed electrician.

ATTACHMENT "E"
TO THE ALTERATION AGREEMENT
DOB LETTER RE: NEW MASONRY OPENING

July 24, 2006

RE: Department of Buildings Filing requirements
for Through Wall Air Conditioner installations

Attached please find a copy of a letter issued by The Department of Buildings regarding new through wall air conditioning installations.

The Department of Buildings has changed their position regarding filing for through wall air conditioners. The DOB now requires the following:

1. A licensed Engineer or Architect must file an Alteration Type II with the Department of Buildings,
2. A contractor must obtain a Work Permit
3. The application must be signed off at the jobs completion.

Please note that filing with the Landmarks Preservation Commission (where applicable), is in addition to filing with the Department of Buildings.

If you have any questions please contact our office.



Patricia J. Lancaster, FAIA, Commissioner

July 17, 2006

James P. Colgate, R.A., Esq.
Executive Architect
Office of Technical Affairs
Phone: (212) 596-3204
Fax: (212) 596-3796
jamescol@buildings.nyc.gov

Re: Through-wall Air Conditioning Units

Please be advised that any work cutting through an exterior wall, such as for a new window opening or for a new through the wall air conditioner, is defined as "work not constituting minor alteration or ordinary repairs" pursuant to Building Code § 27-126(a). Therefore, if a new opening in an exterior wall is proposed to accommodate an air conditioner, a work permit is required pursuant to § 27-147.

Such an alteration is distinguished from an ordinary repair, such as removal and replacement of up to 10 square feet of one wythe of brick as outlined in TFPN 1/99. The reason is that in an ordinary repair, the replacements are "equivalent materials or equipment parts that are made in the ordinary course of maintenance," and such repairs "do not in any way affect health or the fire or structural safety of the building," as per § 27-125. A new opening in the exterior wall, on the other hand, is a change in a building -- one that requires an architect or engineer to make a determination as to whether the alteration would have structural implications, would create noncompliances with regard to Building Code Table 3-4, and that the installation is completed in accordance with the requirements of the code.

Please also be advised that an electrical permit may be required if a dedicated receptacle of the required amperage is not located at the new air conditioner location. Additionally, an equipment work-permit and equipment use permit may be required, such as where a new air conditioner is to be located on a protected opening on a lot line, or is more than 3 tons rated capacity, etc., per §§ 27-180, 27-184. Lastly, if the building is Landmarked or in an historic district, permission may be required by the Landmarks Preservation Commission.

If you have any further questions, please do not hesitate to write.

Sincerely,

James P. Colgate

Cc: Patricia J. Lancaster, FAIA, Commissioner
Fatma M. Amer, PE, Deputy Commissioner
Leslie Torres, Assistant Commissioner
Ronald K. McCain, RA, Director
William Nesley, Landmarks Preservation Commission

NYC.gov/buildings

#34250

ATTACHMENT "F"
TO THE ALTERATION AGREEMENT
SHAREHOLDER'S INDEMNIFICATION & INSURANCE AGREEMENT

Whereas _____ ("Shareholder") is and will be performing renovation work in apartment No. _____ in 300 West 23rd Street Owners Corp ("Corporation") located at 300 West 23rd Street, New York, NY 10011 pursuant to decoration or alteration agreements. As to all such work, the Shareholder and Corporation hereby agree:

INDEMNIFICATION AGREEMENT

To the fullest extent permitted by law, Shareholder agrees to indemnify, defend and hold harmless Corporation, 300 West 23rd Street Condominium, managing agent and architect 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 Shareholder, its agents, servants, contractors, subcontractors or employees. This agreement to indemnify specifically contemplates full indemnity in the event of liability imposed against the Corporation, managing agent and/or architect 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 Corporation, 300 West 23rd Street Condominium, managing agent and/or architect 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 Shareholder 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 Corporation, 300 West 23rd Street Condominium, managing agent and architect and their respective insurers, which would have otherwise been paid by the Shareholders required insurance.

INSURANCE PROCUREMENT

Shareholder 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 \$5,000,000 (with contractual liability) Shareholder shall, by specific endorsements cause Corporation, 300 West 23rd Street Condominium, managing agent and architect to be named as additional insureds. Shareholder 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.

Corporation:

Shareholder:

Signature: _____

Signature: _____

Name: _____

Name: _____

Date: _____

Date: _____

Shareholder:

Signature: _____

Name: _____

Date: _____

End