

**EXHIBIT A**  
**ELECTRICAL UPGRADE POLICY**

No electrical load changes are permitted.

**EXHIBIT B**  
**INSURANCE**

Shareholder's Contractor shall provide insurance of the types and in not less than the limits set forth below with a company or companies satisfactory to the Corporation, licensed to do business in the State of New York, and all such policies shall name the Corporation, the Shareholder and the Corporation's managing agent (the "Managing Agent") as additional named insured's. No diminution of limits of insurance will be permitted.

- (i) WORKER'S COMPENSATION as required by all applicable Federal, State, or other laws including Employers Liability in accordance with the statutory requirements of the State of New York, together with Disability Benefits Insurance required by the State of New York.
- (ii) COMPREHENSIVE GENERAL LIABILITY including Contractor's Liability and Blanket Contractual Liability (oral or written), all on an occurrence basis with Personal Injury Coverage, which shall include mental anguish as well as standard conditions, and Broad Form Property Damage, without any exclusion relating to Explosion, Collapse and Underground Property Damage.

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

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

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

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

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

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

If umbrellas are written in more than one company any layers above the first one shall follow the form of the primary umbrella.

Prior to the commencement of any work hereunder, detailed certificates of insurance shall be furnished to the Corporation showing that such insurance is in full force and the premiums due there under have been paid. Such certificates shall provide that the said insurance may not be canceled, terminated or modified without ten (10) days written advance notice thereof to the Corporation. The Contractor shall promptly furnish the Corporation with copies of any endorsements subsequently issued amending insurance coverage or limits.

In the event of the failure of the Contractor to furnish and maintain such insurance, the Corporation shall have the right, at its option, at any time, (a) to revoke permission to perform the work and to deny entry into the Building of all workers, except that if such workers are escorted by a member of the Building's staff, they shall be permitted to remove their tools and supplies, or (b) to take out and maintain the said insurance for and in the Corporation's name, the Shareholder's name and the name of the Contractor and the Shareholder agrees to pay the cost thereof and to furnish all necessary information and consents to permit the Corporation to take out and maintain such insurance for the Corporation's account, the Shareholder's account and the account of Contractor. Compliance with the foregoing requirements to carry insurance and furnish certificates shall not relieve the Shareholder or the Contractor from liability assumed under any provisions of this Agreement.

The Contractor's insurance policy shall also contain in substance the following endorsement:

"This insurance shall not be invalidated should the insured waive, in writing, prior to a loss, any or all right of recovery against any party for the loss occurring to the property described herein."

Nothing in this Exhibit B shall constitute a waiver of or limitation of any other rights or remedies the Corporation may have for consequential damages or otherwise.

**EXHIBIT C**

**SAMPLE NOTICE TO NEIGHBORS**

To: [Addressed and mailed to the shareholders or residents of the apartments adjacent to, above and below the Shareholder's apartment. ALTERNATIVELY, copies of a letter may be distributed physically to each such neighbor.]

[DATE]

Dear Neighbor,

Renovations on our unit, #\_\_\_\_\_, will begin shortly and may involve some noise during the day. Also, workmen will be removing debris to the street and bringing in construction material from time to time.

Our plan is to complete the renovation by \_\_\_\_\_.

We are taking all precautions recommended by the Board to minimize the disturbance. Nevertheless, please do not hesitate to call if something seems wrong or the disruption excessive.

We anticipate that this will cause no damage to any neighboring apartments. If you are very concerned about possible damage, the board recommends that you allow me (or my representative) to view your apartment both before work starts and after any damage you may claim.

Very truly yours,

\_\_\_\_\_  
Shareholder(s)

Apartment No. \_\_\_\_\_ Home ( ) \_\_\_\_\_ Office ( ) \_\_\_\_\_

cc: Argo Real Estate LLC.  
50 West 17<sup>th</sup> Street  
New York, New York 10011  
Attn: Alterations Department

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## **EXHIBIT D**

### **CONSTRUCTION GUIDELINES**

#### **Electrical**

1. All work must be performed by licensed electricians.
2. No cutting or channeling of building structural elements is permitted for runs of electrical conduit and branch circuiting. This restriction applies to all work not only electrical. Permission to relocate electrical conduit serving others may be granted subject to a full analysis of its potential impact on the building and any other individual tenants.

#### **Plumbing**

1. All work must be performed by licensed plumbers.
2. Check valves must be installed on all branch water lines installed or replaced.
3. Where new plumbing fixtures are installed or branch piping exposed or when replacing entire floors in kitchens and bathrooms, piping must be replaced from the fixture to the building's risers and stacks, and shut-off valves on the risers must be replaced.
4. All dishwashers require check valves.
5. All piping (including both supply and waste lines) shall, if exposed during the course of an alteration, be replaced to, and including, its point of connection with a riser. The super must inspect any riser or portion thereof which is exposed in the course of the work.
6. Moving of gas and water risers, waste stacks, vents and leaders is not permitted. Moving of steam/return risers is not permitted. The corporation will not permit relocation of any utility or piping serving the building or any other individual tenant.
7. Bathroom renovations must include lead pan replacement in the shower areas.
8. Plumbing riser diagrams may be required for review.

#### **Floors**

1. No granite, ceramic tile, marble or similar hard-surfaced flooring will be installed except in the kitchen, bath and entry foyer unless advance expressed written permission by the Corporation has been received.
2. All new flooring, and in particular ceramic or stone floors (other than in the bathrooms) or hardwood flooring, must meet the New York City code for sound transmission (INR 0 Shareholder will show evidence to Corporation that appropriate sound-abating material will be installed prior to installation of any new flooring. Shareholder acknowledges the building rules regarding floor covering (rugs or carpets) and agrees to abide by such rules notwithstanding the installation of any ceramic or stone flooring.

#### **Wet Areas (bathrooms and kitchens)**

1. All plumbing work must be performed by a licensed plumber; and any electrical work must be performed by a licensed electrician.

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2. Expansion of wet areas is permitted at the sole discretion of the board. Generally, the shareholder will not change the blueprint of the building's original design in order to move or create any "wet" areas in the apartment.
3. A waterproofing membrane must be installed beneath new flooring. The membrane must be at least 4 mil. thick and extend up the walls 6". This must be inspected by the building superintendent or the Building Architect before concealment. All new flooring must be impervious to water.
4. No Jacuzzi type therapy tubs, steam showers or saunas are permitted.
5. Toilets must be 1.6 gal. Low-flow types, as required by New York City.
6. Any niches, i.e. shampoo shelf, in the walls of the bathtub or shower must have waterproofing surrounding the recess.
7. If new wallboard is installed, it must be water-resistant type wallboard (cement board or membrane in showers).

### **Air Conditioner Sleeves and ventilation**

1. No new penetration of external masonry walls is permitted.
2. Heat pumps or similar devices may not be installed on balconies or other exterior areas.

### **Windows**

All windows are the property and responsibility of the corporation unless replaced by the shareholder. If replaced they will become the property and responsibility of the shareholder. The corporation's approval is required for any replacement and new windows must meet the requirements of the Building's Architect.

## EXHIBIT E

### ALTERATIONS COMPLETION GUIDELINES

The following documents or actions may be required:

1. A DOB Technical Report: Statement of Responsibility (TR-1) must be initialed and dated by filing architect/engineer for items originally indicated as his responsibility for inspection. When the TR-1 is submitted to the DOB a letter indicating the job is "completed" is issued. (note: a Directive 14 type filing usually indicates at least a final inspection will be performed).
2. An electrical sign—off by the Bureau of Electrical Control (BEC) if required i.e. an upgrade in service.
3. A plumbing Inspection Certificate, if applicable, must be submitted by the licensed plumber who applied for a permit.
4. An amended Certificate of Occupancy if required (i.e. joining two apartments).
5. Lien Waivers-Letters from all contractors (for which you have received license and insurance information).
6. A final inspection by the building's architect and/or superintendent.
7. Confirmation from the superintendent that there were no damages sustained during the renovation work.
8. Approval from the corporation (if required-dependending on the scope of work).
9. Current on all payments (maintenance, architect, storage etc.).

**EXHIBIT F**

**ASSUMPTION OF ALTERATION AGREEMENT \***

WHEREAS, by a certain Assignment of Proprietary Lease, dated \_\_\_\_\_, \_\_\_\_\_ ("Assignee") will acquire all of the right, title and interest of \_\_\_\_\_ ("Assignor") in and to a certain lease (the "Lease") dated \_\_\_\_\_, between 100 Overlook Towers, ("Lessor Corporation"), as lessor, and Assignor, or [her][his] predecessor in interest, as lessee, for apartment \_\_\_\_\_ ("Apartment") in premises known as 100 Overlook Terrace; and

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

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

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

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

New York, N.Y.

Date: \_\_\_\_\_, Assignee

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

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

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

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

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