

Als Grundlage der Machbarkeitsstudie und den daraus resultierenden Scope of Work, diente die Zustandsanalyse mit Massnahmenkatalog aus dem Jahre 2020.

**Speziell ist darauf hinzuweisen, dass dieser Offerte die Option 3 zu Grunde gelegt wurde und diese entsprechend als Basis für das Angebotes dient.**





# 640 Park Avenue Renovation

Scope of Works



**INTRODUCTION:**

4	640 PARK AVE. EXT.	-	PHOTOS & BUILDING OVERVIEW
5	640 PARK AVE. EXT.	-	PHOTO CLOSE-UP
6	640 PARK AVE. EXT.	-	APARTMENT PLAN: CURRENT

**RENOVATION SCOPE OF WORKS:**

8	SCOPE OF WORKS	-	OVERVIEW
9	SCOPE OF WORKS	-	DEMOLITION OPTION_01-02
<b>10</b>	<b>SCOPE OF WORKS</b>	-	<b>OPTION_01</b>
<b>11</b>	<b>SCOPE OF WORKS</b>	-	<b>OPTION_02</b>
12	SCOPE OF WORKS	-	PAINTING WALLS & CEILINGS: OPTION_01-02
13	SCOPE OF WORKS	-	DEMOLITION OPTION_03
<b>14</b>	<b>SCOPE OF WORKS</b>	-	<b>OPTION_03</b>
15	SCOPE OF WORKS	-	PAINTING WALLS & CEILINGS: OPTION_03
<b>16</b>	<b>SCOPE OF WORKS</b>	-	<b>OPTION_01-02: MEP:HVAC</b>
<b>17</b>	<b>SCOPE OF WORKS</b>	-	<b>OPTION_03: MEP:HVAC</b>

**APPENDIX:**

18	APPENDIX_01	-	CURRENT CONDITION SURVEY & PHOTOGRAPHS
27	APPENDIX_02	-	ALTERATION AGREEMENT



# **INTRODUCTION**

---

640 PARK AVENUE, NEW YORK





#### **Building Data:**

Year Built	1914
Architect:	James E. R. Carpenter
Year Acquired:	1964
Property Type:	Co-op
Landmarks:	Façades (roadside facing)
Floor:	Top Floor
Floor area:	6675 sq. ft.

#### **Building Summary:**

The Swiss Consul General's residence is located on Park Avenue in New York on the top floor of the 12-storey pre-war apartment building at the foot of Lenox Hill at 640 Park Avenue.

The property was built in 1914 by the architect James E. R. Carpenter across from the Park Avenue Armory (1880) on the most desirable stretch on Park Avenue. The Pre-War architecture in New York is characterized by an eclectic style-mix typical of the Gilded Age. The limestone-clad building – reminiscent of an Italian palazzo – has alternating rectangular and arcade windows that puncture the face, complemented by Neo-Gothic, Greek and Beaux-Arts styles. The architecture critic Carter Horsley describes Carpenter as “the city’s foremost architect of luxury apartment buildings of his generation.”

Each apartment occupies a single storey. This is a rarity in New York and guarantees exceptional privacy and space with tremendous open views and an abundance of natural light. In the 1940s, the property was converted into a co-op. In 1981, the building was landmarked and added to the Upper East Side Historic District register. Thus, any alteration to the street-facing façades are subject to landmarks (LPC) approval.

During periodic assessments of the apartment's condition, short and long-term measures were identified with a view to either pursuing a scope where the current condition is updated or a scope where the interior undergoes a full upgrade.

Because of the historic nature of the building and the coop's regulations, it should be assumed that any alterations should take account for, and leave room for unexpected changes to the scope and timetable.



## **Building Overview**

640 PARK AVENUE





In 2017, **ro.ma.** roeoesli & maeder architects prepared a status analysis of the apartment. In the course of several visits between January to February, 2017 including discussions with the tenant and property managers, the architect completed a survey of the apartment. Feedback detailing the experiences of the recently completed kitchen conversion provided valuable user information on the condition of the technical installations, but also on the “logistical” challenges ahead.

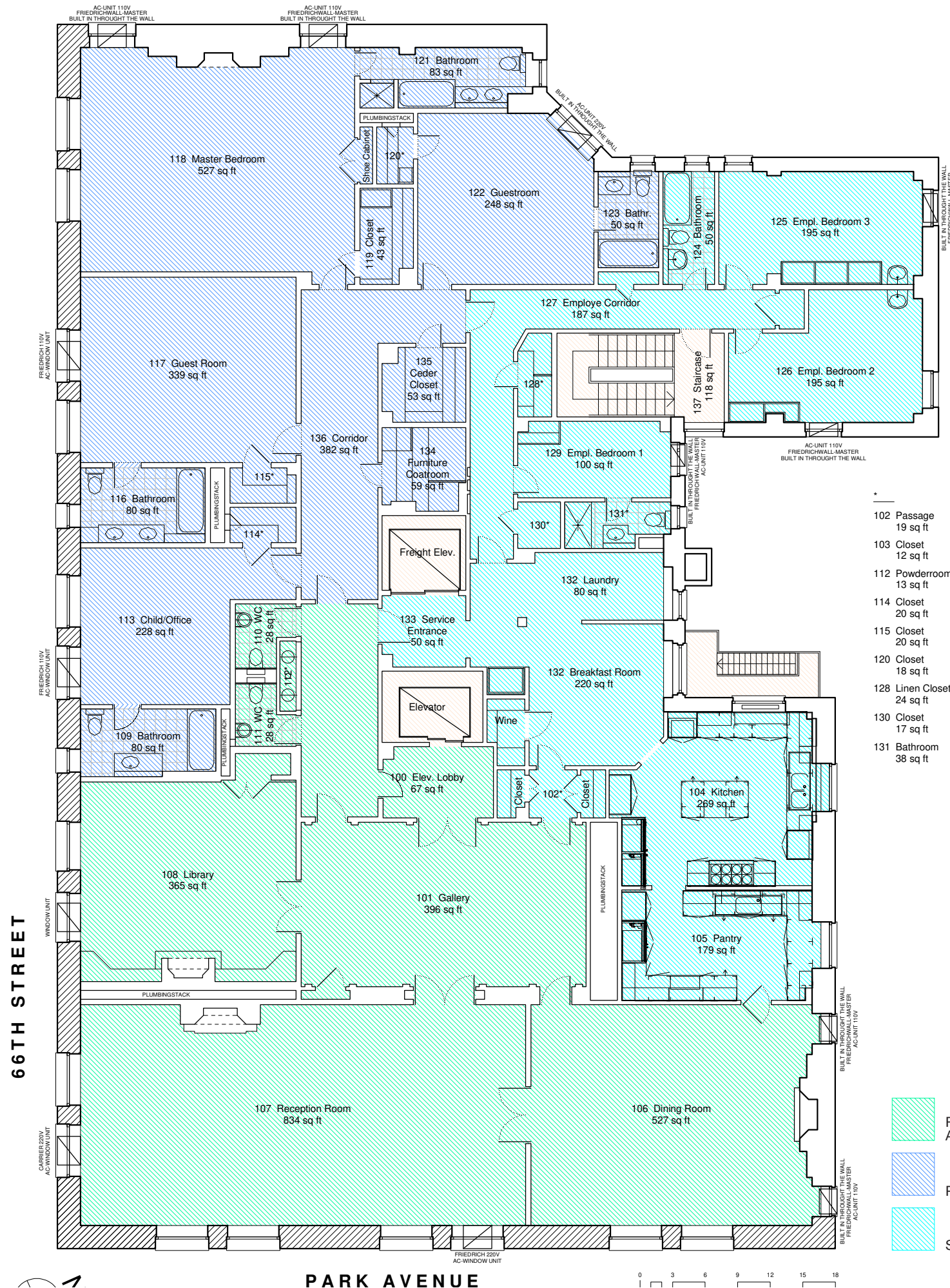
Based on this analysis, a costed catalogue of measures was drawn up. The owner would like to ascertain whether the property should be retained, refurbished or sold. To create a basis upon which to base this decision, what follows are 3 renovation options with different degrees of intervention corresponding to three cost estimates of the works. A cost accuracy of +/-15% is required. Basis for this cost estimate will be the scope of works provided by the architect who will work out the 3 scenarios in cooperation with local consultants. The options include the following criteria:

- Co-op board requirements and urgently required maintenance measures
- Co-op board requirements and renovation of the property
- Co-op board requirements and renovation with an optimized floor plan

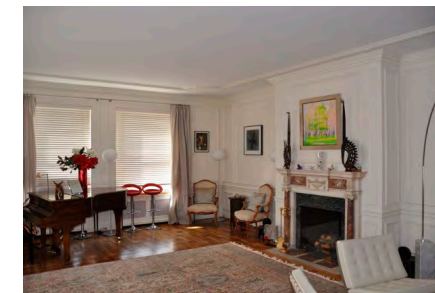
## 12th Floor Apartment - Project Description

640 PARK AVENUE

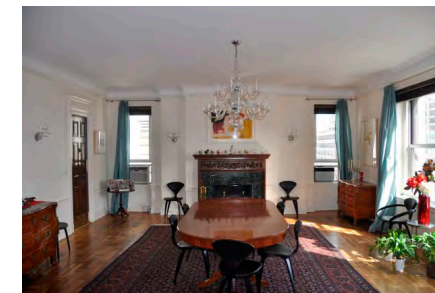




GALLERY - 101



RECEPTION ROOM - 107



DINING ROOM - 106



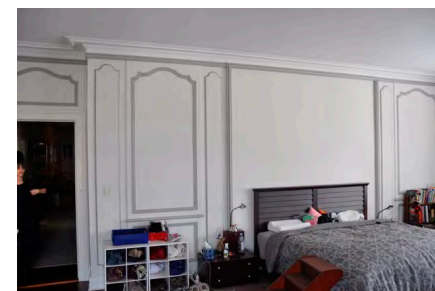
LIBRARY - 108



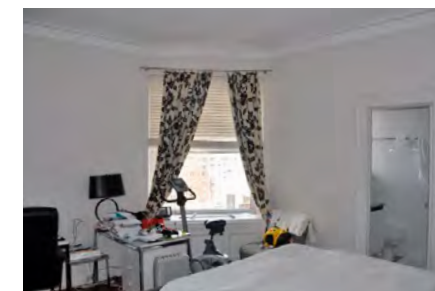
CORRIDOR - 136



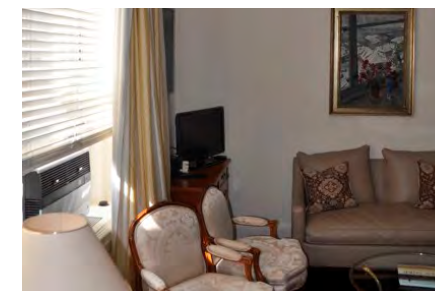
WASH BASIS & GUEST WC - 110-112



MASTER BEDROOM - 118



GUEST BEDROOM - 122



GUEST BEDROOM - 117

# Floor Plan: Current Layout

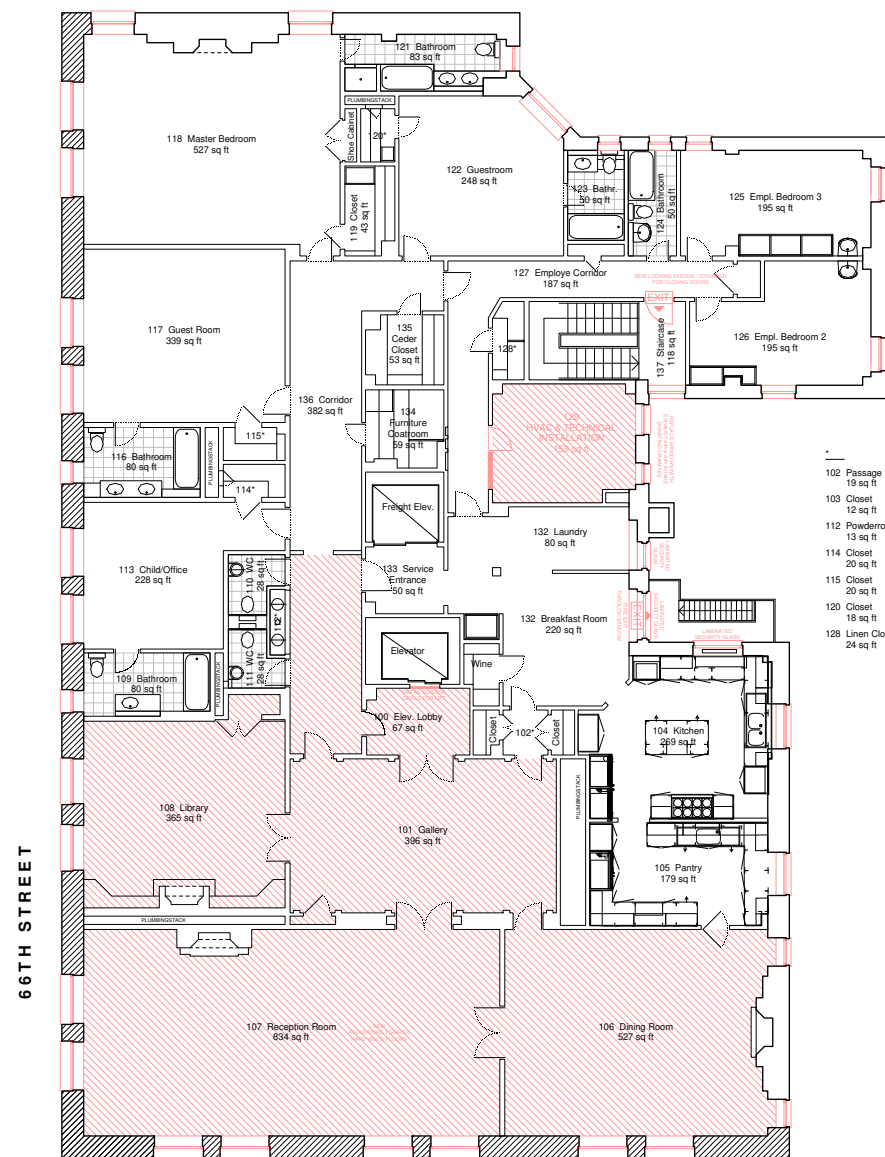
640 PARK AVENUE



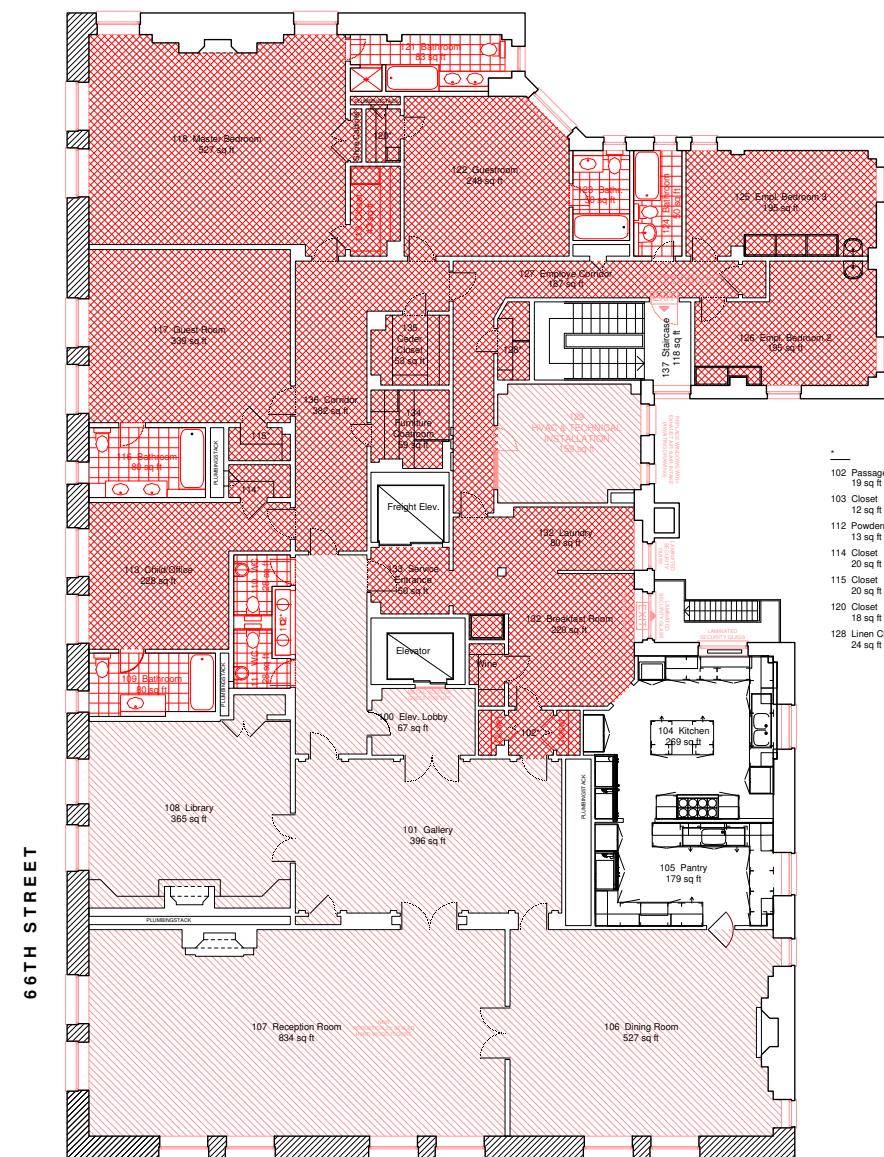
# **RENOVATION: SCOPE OF WORKS**

640 PARK AVENUE, NEW YORK

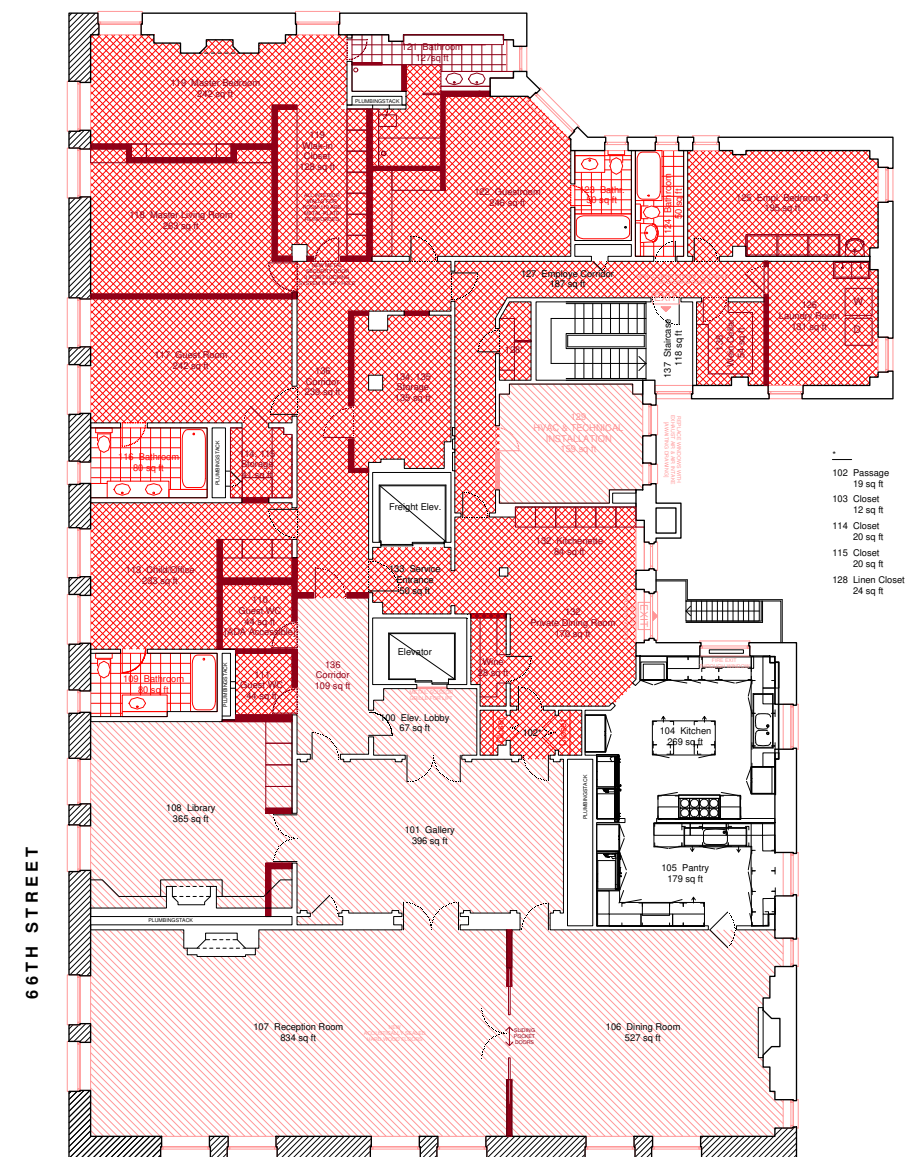




**OPTION 01:**  
**Refurbishment**



**OPTION 02:**  
**Refurbishment & Renovation**



**OPTION 03:**  
**Refurbishment, Renovation & Floor Plan Optimization**

The scope for Option\_01 concentrates on minor alterations, localised refurbishment of essential elements and maintenance of existing infrastructure and appliances. The aim of this option is to upgrade the interior in line with Coop guidelines and harmonise the existing interior finishes. Surfaces will be patched, restored, refreshed and refinished as, and where needed. Where absolutely essential, elements, mill work and infrastructure will be upgraded or replaced. A new centralized HVAC system is to be installed. All windows are to be replaced and fitted with interior blinds in line with the building's original design. Any historically sensitive elements and features are to be sensitively restored. The upgrade of representative areas is prioritised in this option. Fire protection measures are to be upgraded to meet current fire safety standards and coop guidelines.

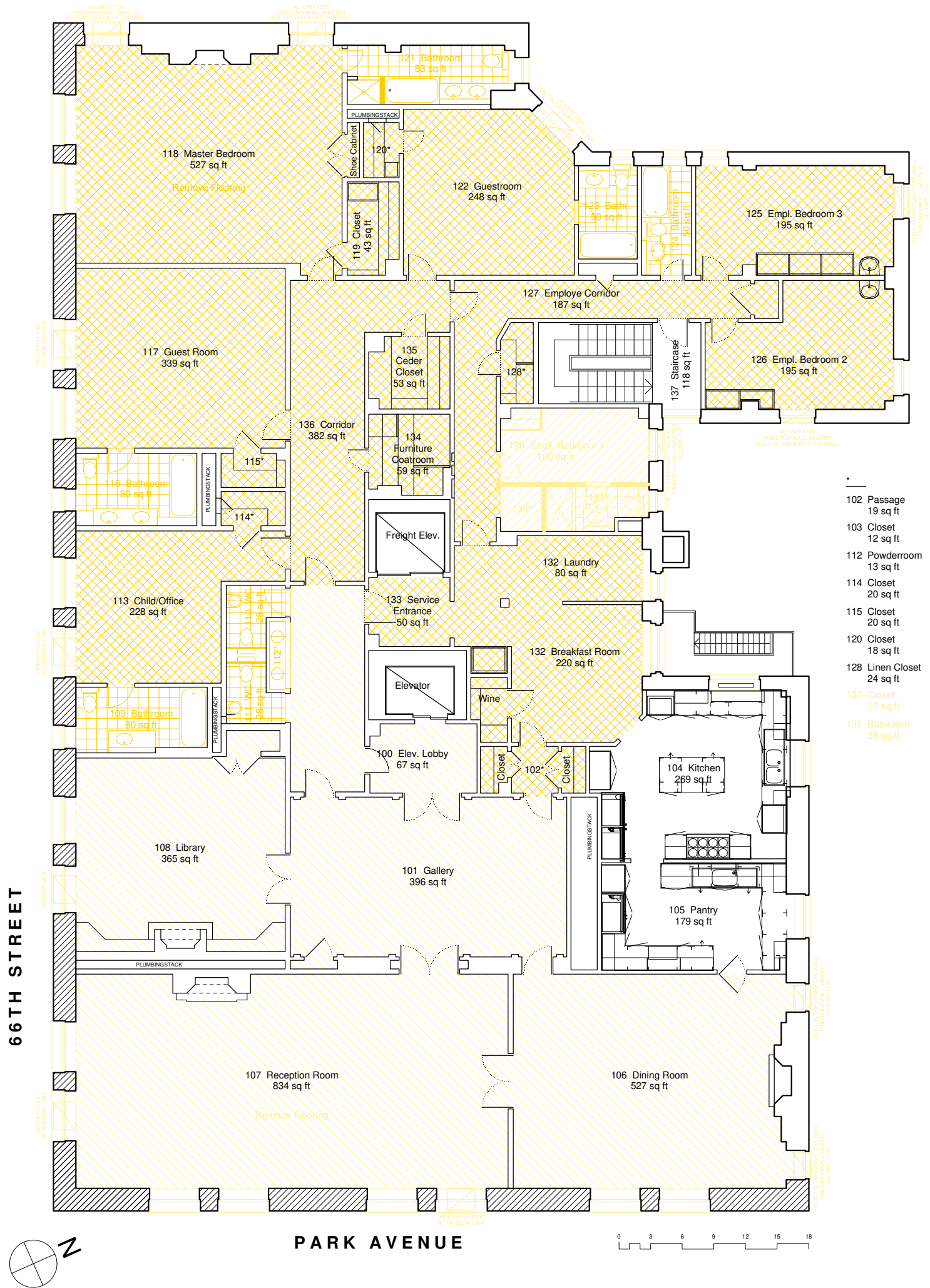
This scope builds on Option\_01. Option\_02 concentrates on a major overhaul and renovation of the entire apartment. Floors and surfaces will be upgraded and replaced. Mill work will be upgraded, replaced or re-installed. The apartment's interior is to be unified, harmonised and finished to high standard with aesthetic, climactic and acoustic considerations in mind. All bathrooms and WCs are to be replaced and installed in line with coop guidelines. A solution for coordinating the heating from the steam system with the new HVAC and air filtration system is to be considered for maximum comfort levels in the apartment.

This scope builds on Option\_01 - 02. Option\_03 envisions a complete overhaul of the apartment and an optimization of the layout combining a representative example of contemporary Swiss taste and design with a sensitive restoration of an important example of a James E. R. Carpenter Gilded Age interior. In keeping with the requirements of an apartment adjacent to the Park Avenue Armory, the interior will reflect the quiet restraint, discretion and hi-tech functionality of a Swiss representative residence in New York - a showcase for Swiss quality, craftsmanship and creativity.

# Scope of Works: Options Overview

640 PARK AVENUE RENOVATION

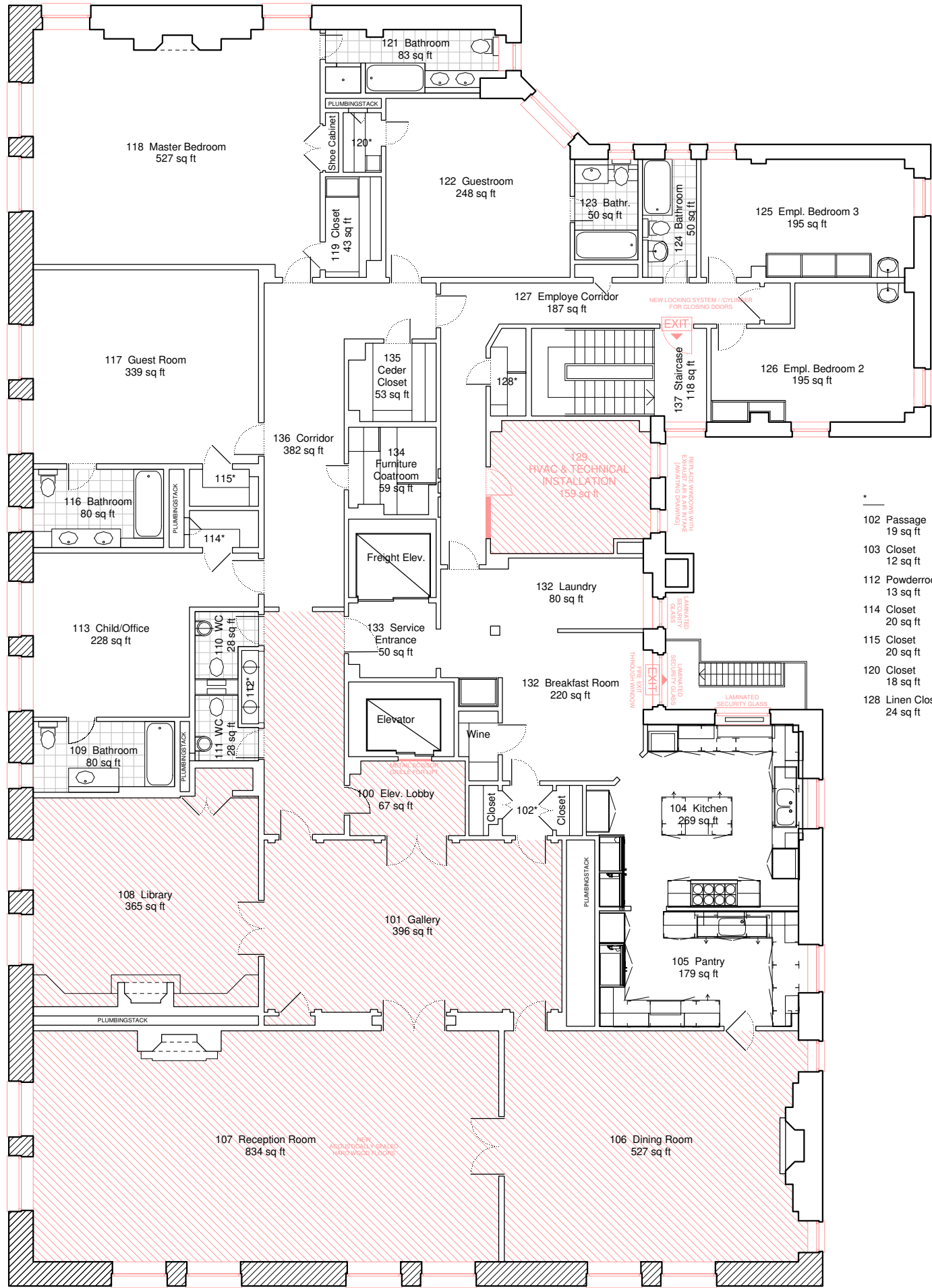




# Option\_01-02: Demolition

640 PARK AVENUE - OPTIONS





## OPTION 01 AREAS

ALL  
129  
ALL

### EXTERIOR

100, 101, 106-108, 136

ALL  
WHERE NEEDED

ALL  
113, 117, 118, 122  
ALL  
REPRESENTATIVE  
REPRESENTATIVE  
WHERE NEEDED

ALL  
ALL  
129  
ALL  
ALL  
WHERE NEEDED  
ALL  
ALL  
ALL  
ALL  
105

## OPTION 01 AREAS

REPRESENTATIVE AREAS

ALL OTHER AREAS

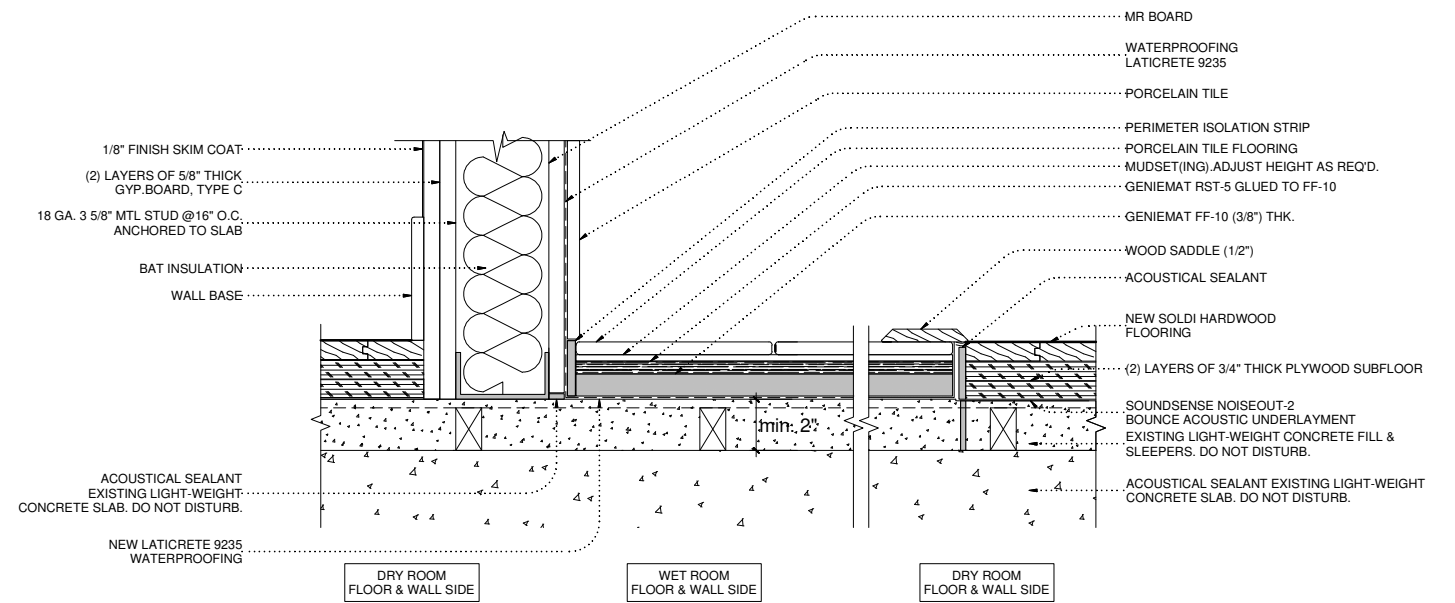
## REFURBISHMENT MEASURES

Identify original features (fireplaces, millwork, etc.....) - de-layer, fix, refurbish & refinish  
Prepare walls, floor & ceiling for installation of central HVAC & technical equipment  
Install new windows (triple glazed) per LPC / DOB / Coop guidelines/regulations to match exterior  
Windows to be installed and set within exterior walls maximising sound & heat insulation  
Add interior window blinds to regulate light if exterior blinds if exterior not possible  
Where wall units were removed, close exterior walls to match exterior facade  
Conduct any necessary masonry work to unify the exterior wall surfaces  
Create any necessary openings and seal any obsolete openings  
Installation of new floors with acoustic sound insulating measures as per DOB / Coop (see below)  
Strip, refurbish & repaint floor sidings  
Patch & paint walls & ceilings where needed  
Upgrade fire protection measures in line with Coop guidelines incl. doors, alarms, sprinklers, etc.  
Maintain fixtures & fittings generally  
Patch, repair & reseal floors in private areas where needed  
Maintain walls & ceilings generally  
Repair & paint walls & ceilings - restoration of original features  
Replace electrical wiring, conduits & outlets to meet current code requirements  
Replace electrical system to account for higher electrical loads. For example: new HVAC system  
Upgrade / replace fuse box in line with current code requirements  
Patch, clean & repair all bathrooms & WCs (pipes, joints, tiles fixtures, fittings & appliances)  
Maintain all heating fixtures & radiator covers  
Install central HVAC & technical equipment  
Implement safety measures  
Adapt cable lines & conduits in the walls & ceilings  
Upgrade electrical lines as per DOB code based on assessment of need/requirement  
Install thermostatic valves on radiators  
Check & upgrade (if necessary) all pipework & connections to radiators  
Full IT systems upgrade including any wiring & millwork  
Any technical upgrades to be undertaken where necessary including wiring & millwork  
Reallocate lost cabinet space within the floorplan due to area lost from lowered ceiling (See MEP notes p. 16 & 17) This will require intervention in the existing cabinets.  
Intervention to match existing millwork quality and aesthetic

## FLOORS MEASURES

Installation of new floors with acoustic sound insulating measures as per DOB / Coop  
Original floors made of Brazilian hardwood - match original parquet pattern  
Use suitably sustainable wood substitute for new floors  
See sample build-up below: - (See Appendix for reference images)  
Patch, repair & reseal floors

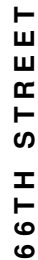
(see following page for images of current condition of floors)



# Option\_01-02: New Construction

640 PARK AVENUE - OPTIONS





## REFURBISHMENT & RENOVATION MEASURES

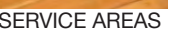
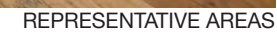
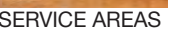
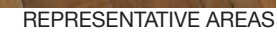
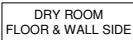
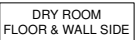
All relevant actions from Option\_01  
Adapt WC to make it ADA accessible  
Install new floors with acoustic measures as per DOB / Coop (see below)  
Strip, refurbish & repaint floor sidings  
Replace all bathrooms / WCs with high-spec finish in representative & private areas  
All WCs & bathrooms must be waterproofed to a room height of 4 ft. as per Coop guidelines  
Repair & paint walls & ceilings - restoration of original features  
Remove & replace previous electric installations, conduits & connections  
Full upgrade of electric wiring, conduits & connections throughout including 110V & 220V

Replace all bathrooms / WCs with high-spec finish in representative & private areas  
All WCs & bathrooms must be waterproofed to a room height of 4 ft. as per Coop guidelines  
Repair & paint walls & ceilings - restoration of original features  
Remove & replace previous electric installations, conduits & connections  
Full upgrade of electric wiring, conduits & connections throughout including 110V & 220V

Remove & replace previous electric installations, conduits & connections  
Full upgrade of electric wiring, conduits & connections throughout including 110V & 220V

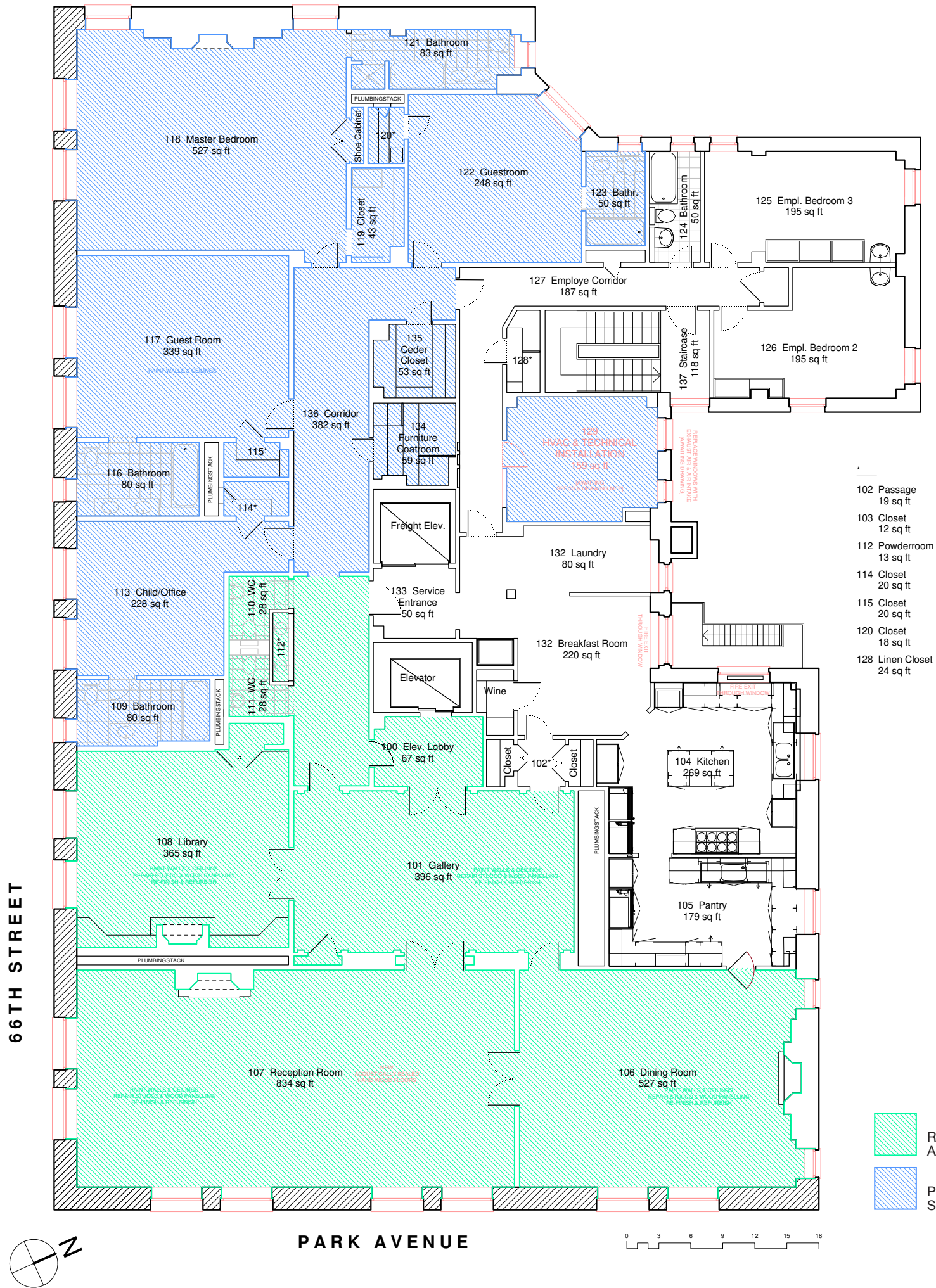
## FLOORS MEASURES

All relevant actions from Option\_01  
Installation of new floors with acoustic sound insulating measures as per DOB / Coop  
Match original parquet pattern  
Use suitably sustainable wood substitute for new floors



## 640 PARK AVENUE - OPTIONS





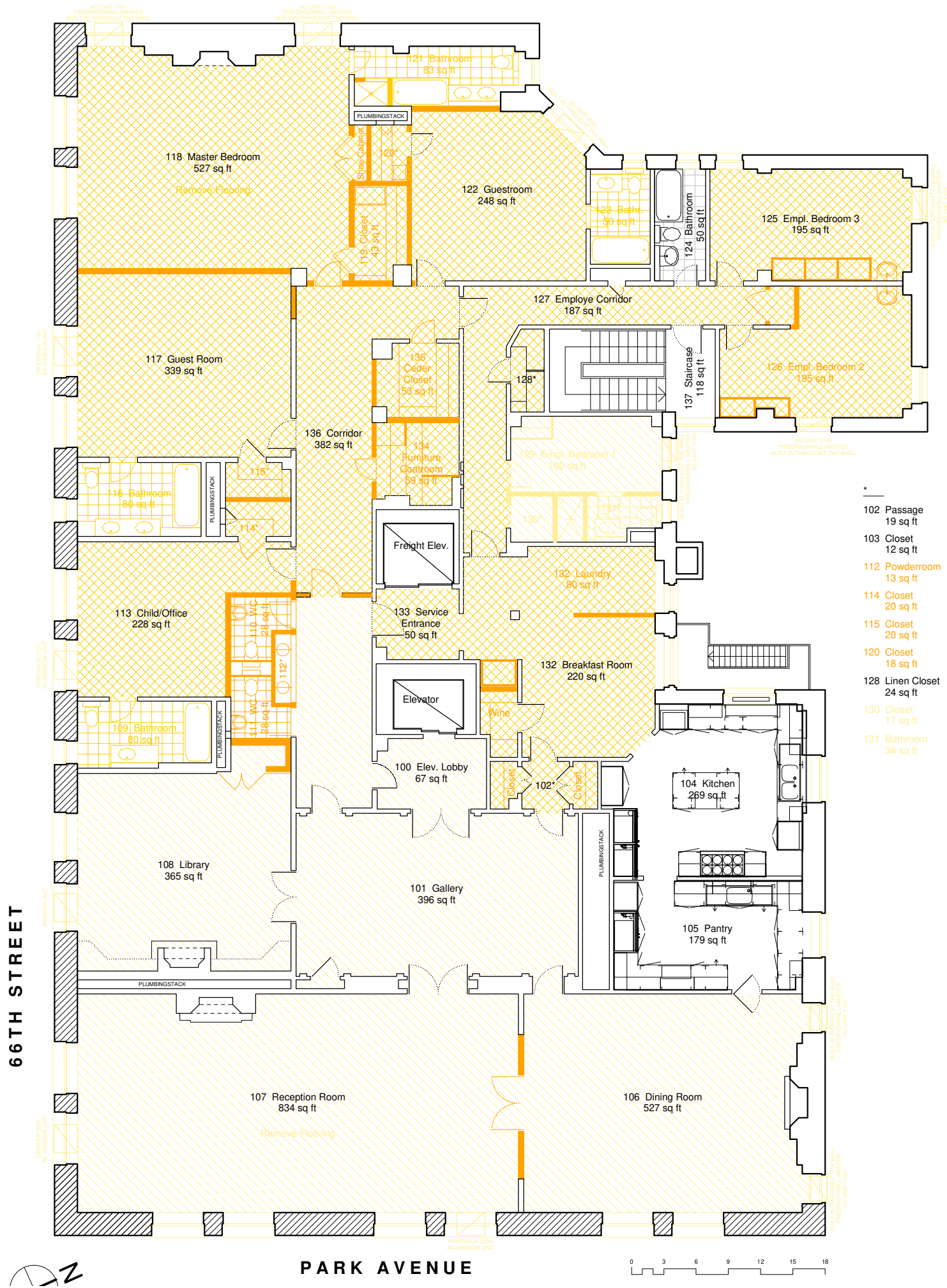
OPTION 01 AREAS	PAINTING MEASURES
REPRESENTATIVE AREAS	De-layer, refurbish, re-point where needed & paint marked areas
REPRESENTATIVE AREAS	Repair and refinish wall and ceiling details as needed
PRIVATE AREAS	Refurbish, re-point where needed & paint where needed to unify surfaces
ALL	Refurbish, re-point where needed & paint where needed to unify surfaces

OPTION 02 AREAS	PAINTING MEASURES
	All relevant actions from Option_01

- 102 Passage 19 sq ft
- 103 Closet 12 sq ft
- 112 Powderroom 13 sq ft
- 114 Closet 20 sq ft
- 115 Closet 20 sq ft
- 120 Closet 18 sq ft
- 128 Linen Closet 24 sq ft

- REPRESENTATIVE AREAS
- PRIVATE & SERVICE AREAS



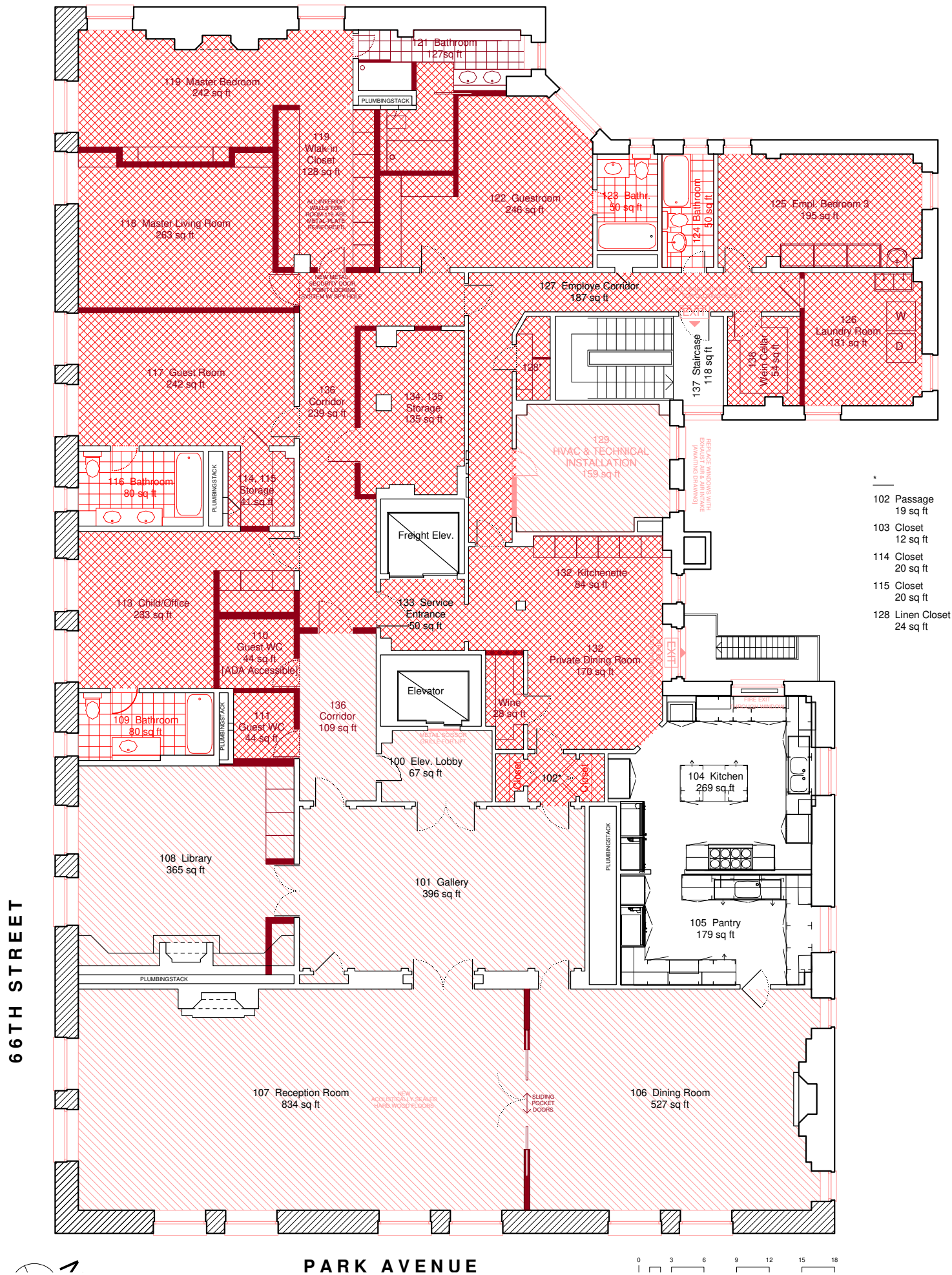


## OPTION 03 AREAS

106, 107  
117-118, 121  
110-112, 114, 115, 119, 120  
126  
127  
132  
134, 135

## DEMOLITION MEASURES





## OPTION 03 AREAS

110, 111, 114, 115, 117-119,  
122, 134-136, 138  
106, 107  
108  
118-119  
  
132  
126  
139  
118, 119  
125  
126  
136  
113-115, 134, 135, 132, 138  
ALL  
110, 111  
ANY WET ROOM

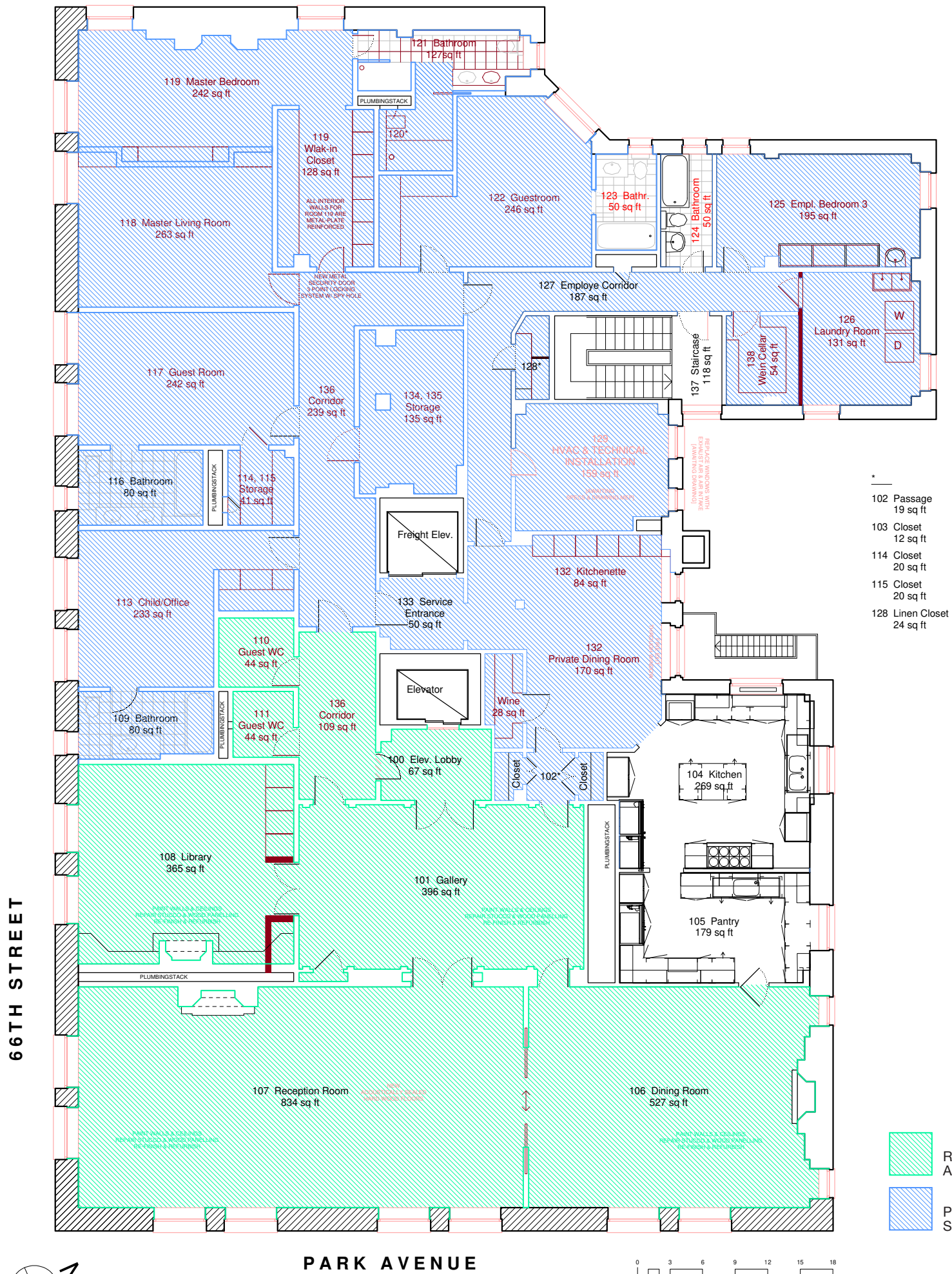
## REFURB., RENOVATION & FLOOR PLAN OPTIMIZATION MEASURES

All relevant actions from Option\_01  
All relevant actions from Option\_02  
Construct new walls as per new layout  
Construct new walls as per new layout  
Replace doors with sliding pocket doors  
Repair, refurbish & reseal wood panelling, cornices - seal surfaces  
New private living room adjacent to bedroom divided by a new wall with in-built shelving  
Walls are to be armor-plated to create a secure zone within the apartment  
Install Kitchenette - refinish relevant walls, floors & surfaces  
New Laundry room with connections to water, drier & sink  
New wine cellar with electrical outlets and thermostat cooling & humidity regulation  
Security door (metal, 3-point locking, spy hole)  
New millwork, fixtures & fittings  
New sink, plumbing connections & air exhaust for washer / dryer - suitable flooring for wet room  
Adapt corridor geometry  
Reconfigure / adapt storage areas including new millwork  
Strip and refinish doors  
New Layout WCs / bathrooms - hi-spec fixtures & fittings  
All WCs & bathrooms must be waterproofed to a room height of 4 ft.

# Option\_03: New Construction

640 PARK AVENUE - OPTIONS



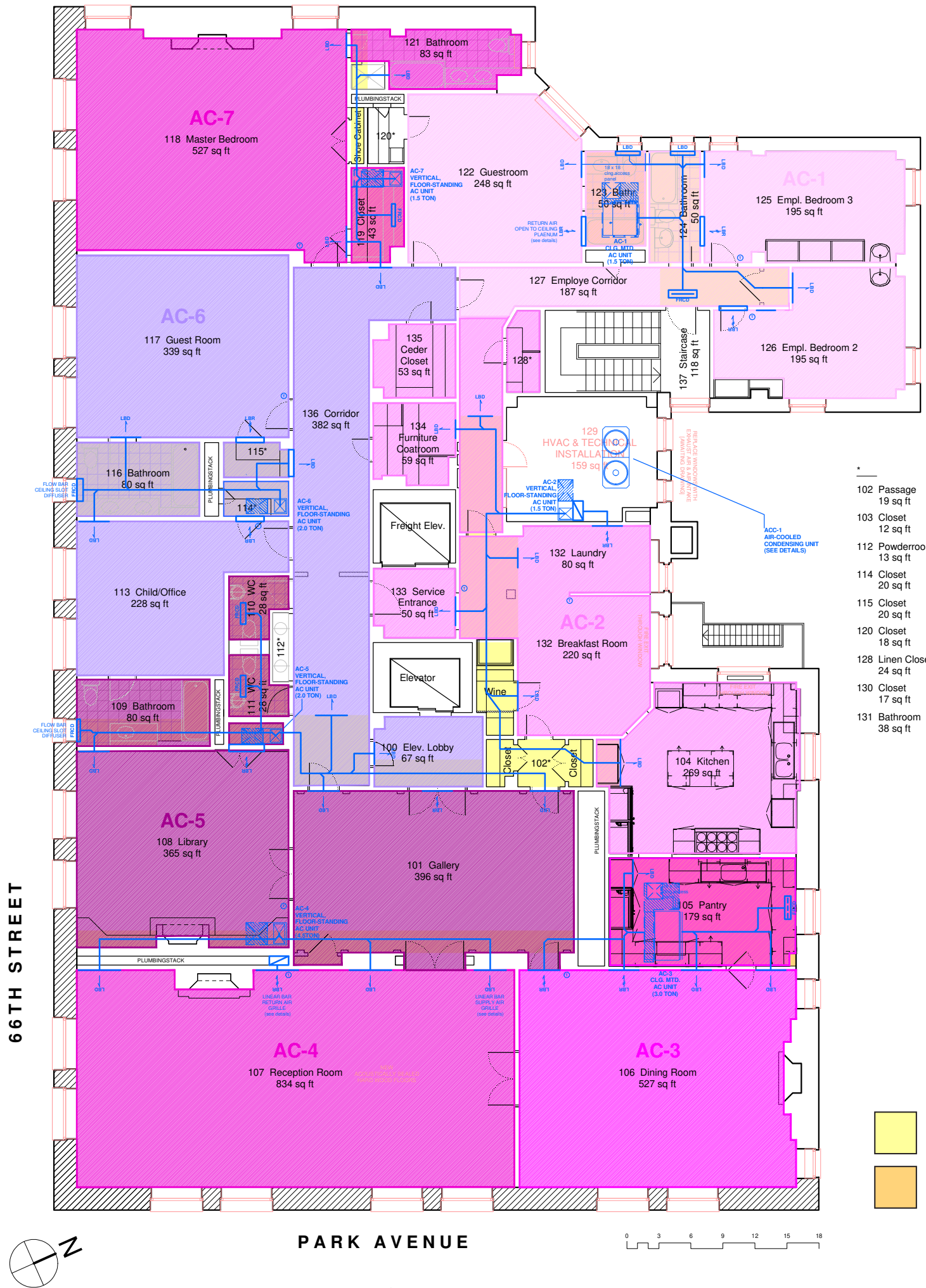


OPTION 03 AREAS	PAINTING MEASURES
REPRESENTATIVE AREAS	All relevant actions from Option_01 & 02 De-layer, refurbish, re-point where needed & paint marked areas
PRIVATE AREAS	De-layer, refurbish, re-point where needed & paint marked areas
SERVICE AREAS	De-layer, refurbish, re-point where needed & paint marked areas
ALL	Refurbish, re-point where

# Option\_03: Surfaces: Walls & Ceilings

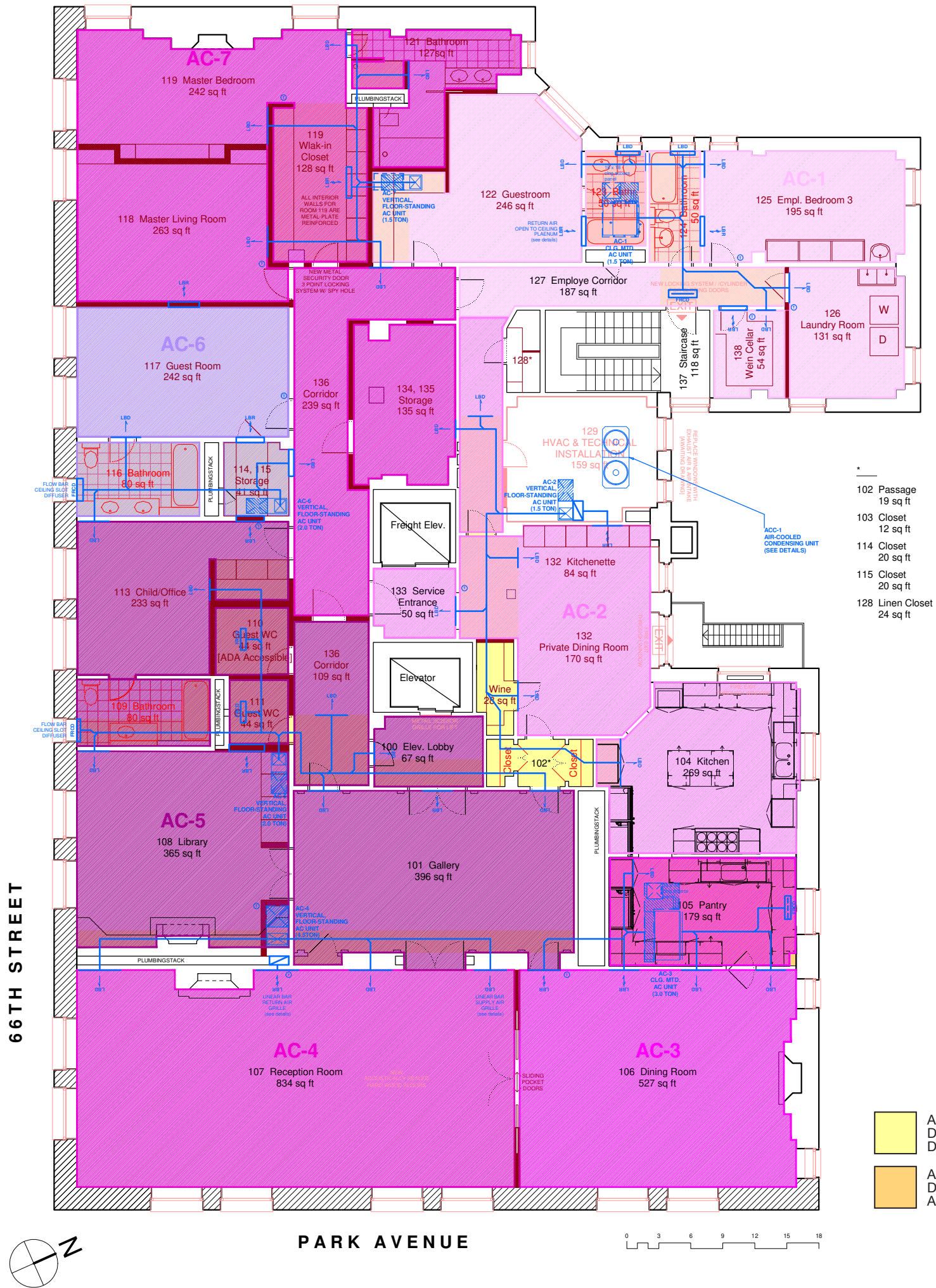
640 PARK AVENUE - OPTIONS





OPTION 1-2 AREAS	HVAC-Related Construction MEASURES
MARKED AREAS	Lower ceiling to accommodate AC units and air vents for internal circulation of exhaust & intake air Install any necessary acces hatches
GENERAL	HVAC & MEP-related infrastructure should be hidden from view and disguised as much as possible. All exposed elements should be stylistically integrated into the proposed / current design
REPRESENTATIVE AREAS & AREAS / ELEMENTS WITH ORIGINAL FEATURES	Especial care is to be taken in representative areas and with any original or noteworthy elements. This will require custom solutions to be devised for each intervention to disguise and "hide" as far as possible any required infrastructure. This includes, but is not limited to to custom grilles and vents as well as ornamental room details.
	(See following appendix for further information and details)





### OPTION 3 AREAS

MARKED AREAS

GENERAL

REPRESENTATIVE AREAS &  
AREAS / ELEMENTS WITH  
ORIGINAL FEATURES

### HVAC-Related Construction MEASURES

Lower ceiling to accommodate AC units and air vents for internal circulation of exhaust & intake air

HVAC & MEP-related infrastructure should be hidden from view and disguised as much as possible. All exposed elements should be stylistically integrated into the proposed / current design

Especial care is to be taken in representative areas and with any original or noteworthy elements. This will require custom solutions to be devised for each intervention to disguise and "hide" as far as possible any required infrastructure. This includes, but is not limited to custom grilles and vents as well as ornamental room details.

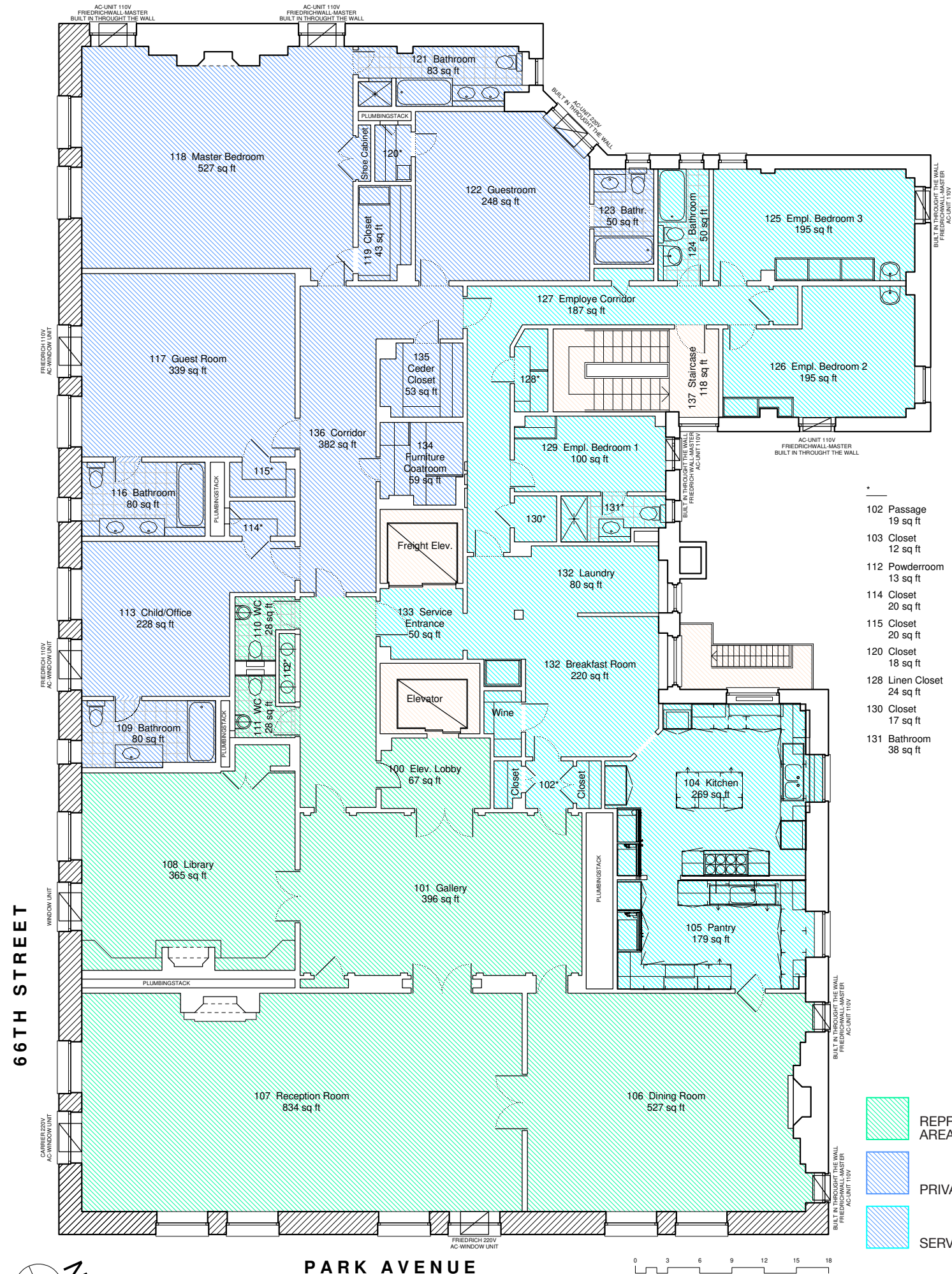
(See following appendix for further information and details)



# **CURRENT SITE CONDITION**

APPENDIX - SCOPE OF WORKS





- REPRESENTATIVE AREAS
- PRIVATE AREAS
- SERVICE AREAS

ROOM	ELEMENT	LAST KNOWN INTERVENTIO	CONDITION
ALL: street-facing rooms (Park Ave. & E. 66 <sup>th</sup> St)			
	Metal sash windows	none known – age 30+ years	typical wear & tear as well as age-related system defects – some windows are blocked or have defective mechanisms, seals or no longer good, accommodation of window-mounted AC-units sub-standard, sloppy seals with plexi-glass, trace marks resulting from faulty seals
ALL: rear- / courtyard-facing windows			
	Metal casement windows	none known – age 25+ years	typical wear & tear as well as age-related system defects – some windows have defective mechanisms, seals or no longer good, sloppy seals with plexi-glass panes, trace marks resulting from faulty seals
ALL			
	AC-units (5x window-mounted, 10x wall-mounted)	2006: new units installed in June	11-year old units beginning to show signs of fatigue – less efficient, high electricity consumption & noisy when operating  The AC-units are the cause of many problems with acoustic & climate insulation problems
ALL			
	Heating	none known – age 50+ years	Radiators are typical steam heated NYC source of heating. They are functional for the most part albeit noisy and inconsistent in producing heat, often requiring windows to be opened They only have one on setting.
ALL			
	Electric	2007: 1x new telephone installation 2007: 5x new light switches 2007: 2x wardrobe lighting installed  2002: new outlets in: dining, reception, library, master BR  1995: upgrade of the cabling, switches, outlets & light fixtures in the private quarters, employee's quarters & associated closets. 1995: fuse box modification for new electrical installation	Functions – no visible problems or defects. The circuit no longer conforms to current norms & regs. Much of the cabling is of poor workmanship & technically sub-standard. (this became apparent during the kitchen renovation  Many of the outlets are located in the baseboard. They are therefor too low and may not conform to ADA- Norms. Potential for interference from liquids.  TV / Telephone / Wifi / Internet installed in an improvised & disorganised manner. Would need replacing with an orderly installation.  Lighting in most of the rooms is achieved through standing light fixtures. (No inlets in the concrete slabs permitted.) In some of the rooms, such as the entrance, light levels are too low.
ALL			
	Fire / smoke, CO - Detectors	-	Functions – do not conform to present norms & regs as most are battery powered. Require upgrading to conform to norms.

ROOM	ELEMENT	LAST KNOWN INTERVENTIO	CONDITION
Representative Rooms: 101, 106, 107			
	Parquet	2007: refinished & polished	Defective areas (some containing holes), several defective / broken / crumbling boards, many open joints, patchwork of previous repairs & maintenance.  Some of the repairs are of poor quality & require re-doing.  Considerable wear & tear as well as water damage & UV-light damage. More than half of the floor area is covered in rugs or carpet.
Private Rooms: 113, 117, 118, 122, 136			
	Parquet		good condition with the usual signs of ageing as well as wear & tear.  More than 50% of the floor covered in carpet.
Employee Rooms: 113, 117, 118, 122, 136			
	Parquet	2007: Removal of carpet in the service corridor (Room 127) – parquet sanded & re-finished	Parquet: showing signs of ageing, wear & tear as well as places of defects and damage. Broken joints and warping near the washer / dryer units. Water damage in other areas.
	Carpet	2002: new carpets installed on top of parquet floors	Carpets: showing signs of ageing, wear & tear as well as places of defects and damage.
Bathrooms / WC: 109, 116, 121, 123, 124, 131			
			Good – design no longer contemporary – grout is dirty and damaged in places. Bathtubs are yellowing. Anti-skip measures dirty. Some of the units are blocked often or too easily.  Lighting requires updating & replacing as part of the electric scope.

# Current Condition Survey: General Notes

640 PARK AVENUE



Room No.	Element	Material Description	Condition
100			
Elevator Lobby	Floor	Marble Tiles	good
	Walls	Plaster painted w/ marble baseboard	good
	Ceiling	Plaster painted w/ stucco frieze	good
	Windows	-	-
	Doors	Wood (lacquered & painted)	good - some damage to the door leading to 101
	Built-in Units	-	-
	Electrical	Ceiling fixture, switches & outlets	functions (see general electrical notes)
	AC	-	-
	Heating	-	-
	Ventilation	-	-
101			
Gallery	Floor	Parquet	good - some wear and tear & water damage to surface
	Walls	Painted plaster, stucco pilasters, wood profiles & painted wall murals	good
	Ceiling	Painted plaster, stucco frieze	good
	Windows	-	-
	Doors	Wood painted, wood lacquered	good
	Built-in Units	-	-
	Electrical	base channel with outlets, light switches & free-standing light fixtures	functioning: light levels a little dim - see General Electric Scope
	AC	-	-
	Heating	-	-
	Ventilation	-	-
106			
Dining Room	Floor	Parquet	much wear & ear (water damage, UV damage, loose floor boards, defective ares (holes), gaping & damaged floor joints, previous patchwork, border of lower (older) quality
	Walls	Painted plaster, stucco frieze, painted stucco pilasters	Good – isolated cracks in the paintwork around the wall / ceiling frieze
	Ceiling	Painted plaster, stucco frieze	Good – isolated cracks in the paintwork around the wall / ceiling frieze
	Windows	metal sash windows	typical wear & tear through ageing – sash mechanisms are defective / blocked, seals are bad / defective – condition of window is the cause of climactic and acoustic problems
	Doors	Painted wood	good
	Built-in Units	fire place	Good – not in use
	Appliances	-	-
	Electrical	Ceiling fixture, outlets in base boards, wall switches	functioning: (see General Electric Scope)
	AC	2x wall units	functioning: older models with corresponding noise, electricity consumption & effectivity. Very loud when in use – units are not sealed or insulated to outside climate or noise
	Heating	steam radiators	functioning: heat output cannot be regulated (see general heating notes)
	Ventilation	-	-
	Plumbing	-	-

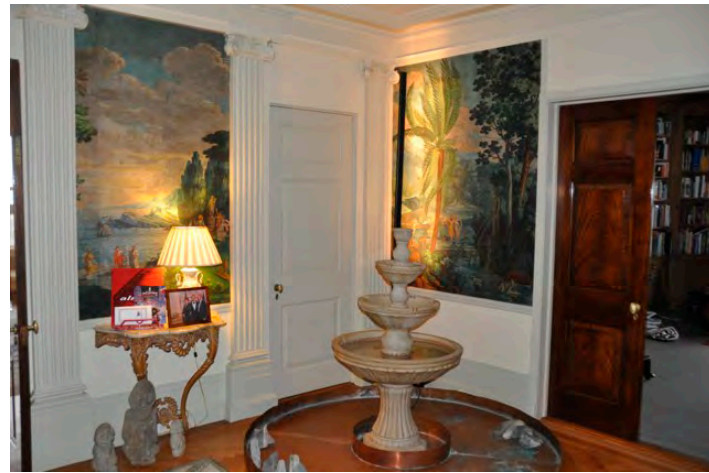
Room No.	Element	Material Description	Condition
107			
Reception Room	Floor	Parquet	large amount of wear & tear (water & UV damage, inconsistent joints, damaged surface treatment) – defective areas (holes, gaping joints, patchwork repairs) – room border older and worn
	Walls	Painted plaster, stucco frieze, painted wood baseboards, stucco pilasters painted	Good – isolated cracks in the paintwork around the wall / ceiling frieze
	Ceiling	Painted plaster, stucco frieze	good
	Windows	metal sash windows	typical wear & tear through ageing – sash mechanisms are defective / blocked, seals are bad / defective – condition of window is the cause of climactic and acoustic problems
	Doors	Painted wood	good
	Built-in Units	fire place	Good – not in use
	Appliances	-	-
	Electrical	outlets in base boards, wall switches	functioning: (see General Electric Scope)
	AC	2x wall units	functioning: older models with corresponding noise, electricity consumption & effectivity. Very loud when in use – units are not sealed or insulated to outside climate or noise
	Heating	steam radiators	functioning: heat output cannot be regulated (see general heating notes)
	Ventilation	-	-
	Plumbing	-	-
108			
Library	Floor	Carpet	Good – spots of wear & tear
	Walls	wood panelling with integrated wood shelving	Wear & tear around the fire place – water damage in places
	Ceiling	Painted plaster, stucco frieze	good
	Windows	metal sash windows	typical wear & tear through ageing – sash mechanisms are defective / blocked, seals are bad / defective – condition of window is the cause of climactic and acoustic problems
	Doors	lacquered Wood	-
	Built-in Units	fire place – Bar in lacquered wood	fire place in good condition – not in use – showing signs of ageing as well as wear & tear and partially defective surfaces
	Appliances	-	-
	Electrical	outlets in base boards, wall switches & ceiling spots	-
	AC	1x window unit	functioning: older models with corresponding noise, electricity consumption & effectivity. Very loud when in use – units are not sealed or insulated to outside climate or noise
	Heating	steam radiators	functioning: heat output cannot be regulated (see general heating notes)
	Ventilation	-	-
	Plumbing	Bar & small sink	functions

Room No.	Element	Material Description	Condition
136			
Corridor	Floor	Parquet (with rug)	Good – some wear & tear
	Walls	Painted plaster with painted wood wainscot	good
	Ceiling	Painted plaster	good
	Windows	-	-
	Doors	Painted wood	good
	Built-in Units	-	-
	Appliances	-	-
	Electrical	Track-mounted ceiling spot lights, baseboard outlets, light switches	Functions – (refer to general electrical notes)
	AC	-	-
	Heating	-	-
	Ventilation	-	-
	Plumbing	-	-





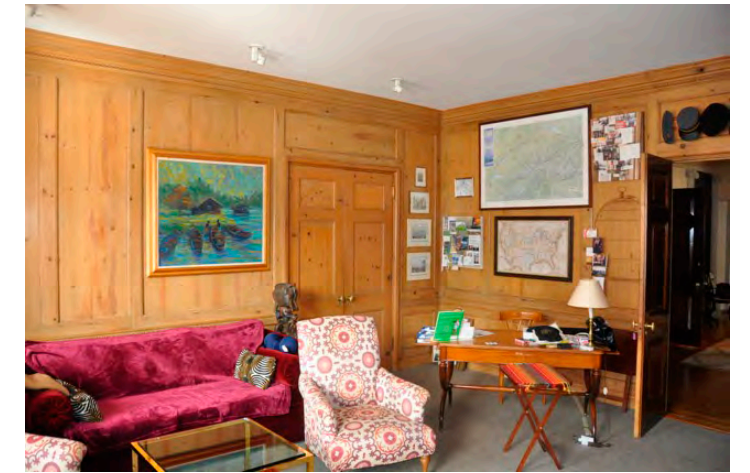
GALLERY - 101



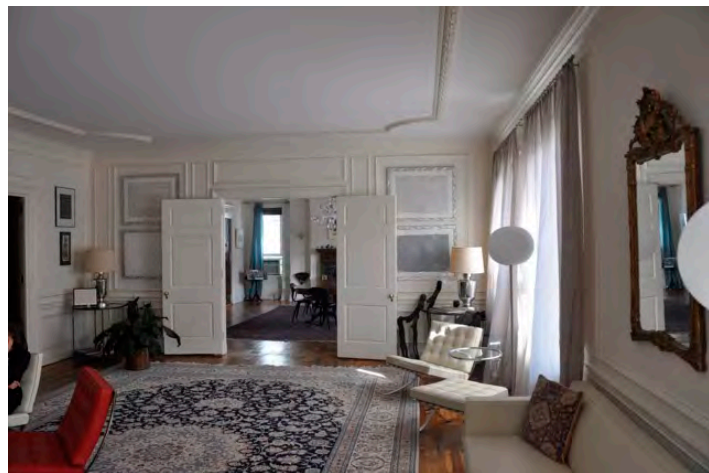
GALLERY - 101



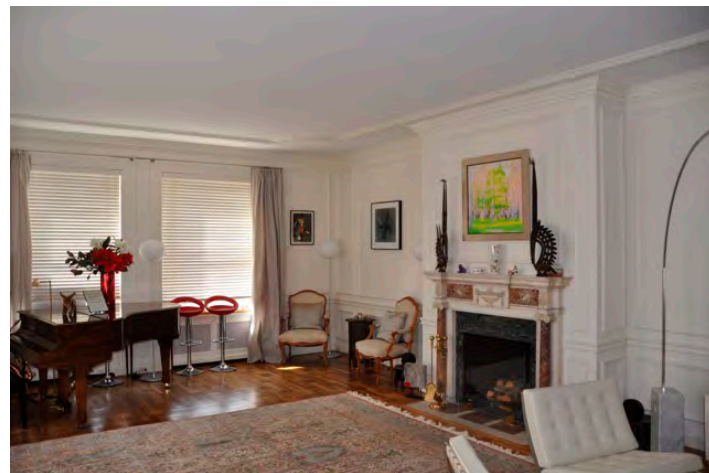
LIBRARY - 113



LIBRARY - 113



RECEPTION ROOM - 107



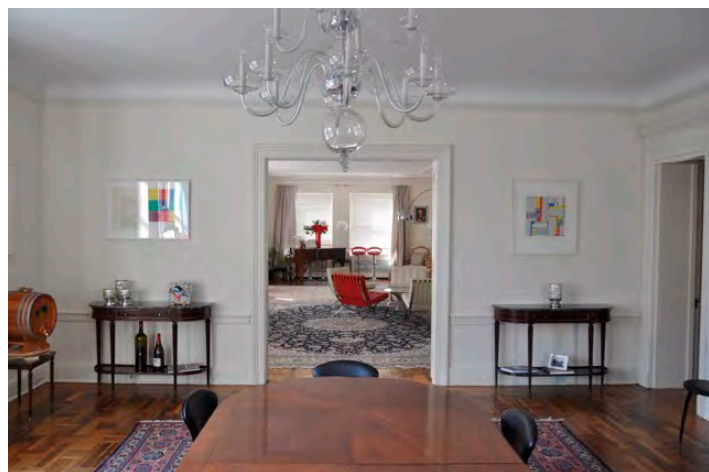
RECEPTION ROOM - 107



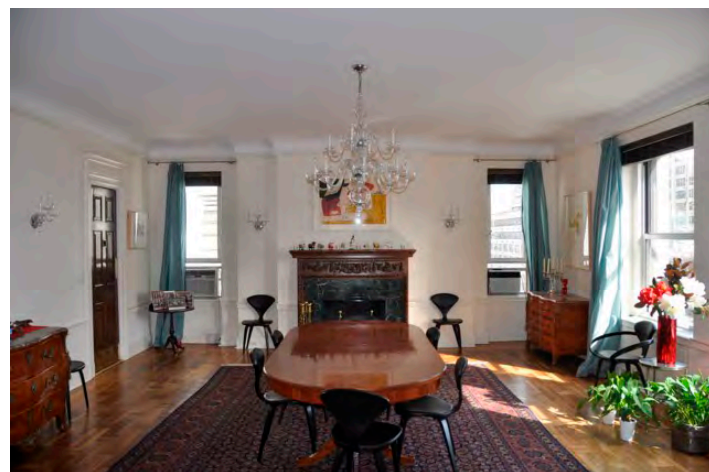
CORRIDOR - 136



CORRIDOR - 112 & WC 110, 111



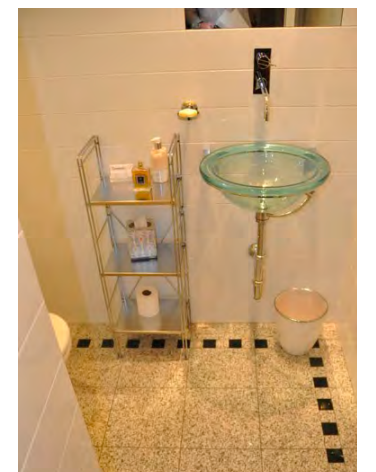
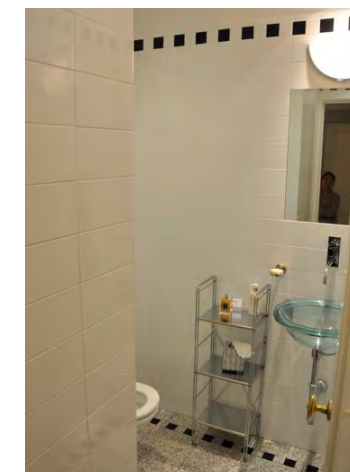
DINING ROOM - 106



DINING ROOM - 106



ELEVATOR LOBBY - 100



WC - 110 - 111

# Current Condition Survey: Representative Areas

640 PARK AVENUE

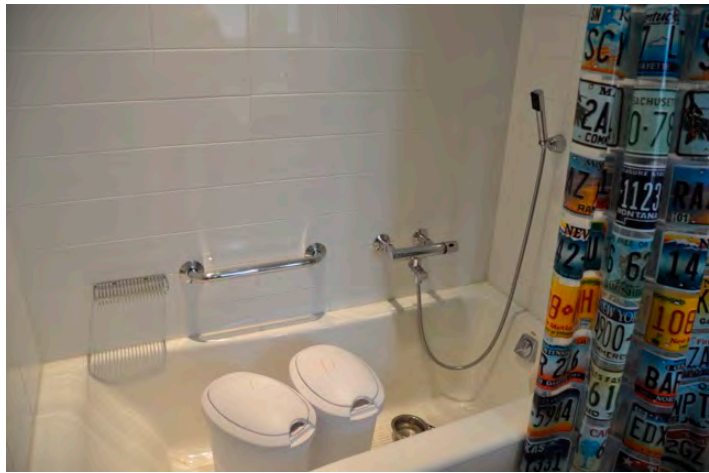


Room No.	Element	Material Description	Condition	Room No.	Element	Material Description	Condition	Room No.	Element	Material Description	Condition
109	Bathroom			117	Guest Room			121	Master Bedroom Bathroom		
	Floor	Tiles	Good – design no longer contemporary – grout is dirty and damaged in places		Floor	Parquet	Good – some wear & tear		Floor	Tiles	Good – design no longer contemporary – grout is dirty and damaged in places
	Walls	Tiles	Good – design no longer contemporary – grout is dirty and damaged in places		Walls	Painted plaster	Good – some defects in the paint surface		Walls	Tiles	Good – design no longer contemporary – grout is dirty and damaged in places
	Ceiling	suspended painted gypsum ceiling with integrated downlights	Good		Ceiling	Painted plaster, stucco frieze	Good – some defects in the paint surface & frieze		Ceiling	suspended painted gypsum ceiling with integrated downlights	Good
	Windows	metal sash windows	typical wear & tear through ageing – sash mechanisms are defective / blocked, seals are bad / defective – condition of window is the cause of climactic and acoustic problems		Windows	metal sash windows	Good – window locked in place – seals and insulation in bad condition – leads to bad acoustic & climate insulation		Windows	casement window in metal	typical wear & tear through ageing – sash mechanisms are defective / blocked, seals are bad / defective – condition of window is the cause of climactic and acoustic problems
	Doors	Painted wood	Good		Doors	Painted wood	Good		Doors	Painted wood	Good
	Built-in Units	Sink vanity with granite top and mirror	Good – design no longer contemporary		Built-in Units	-	-		Built-in Units	Sink vanity with granite top and mirror	Good – design no longer contemporary
	Appliances	-	-		Appliances	-	-		Appliances	-	-
	Electrical	ceiling spot lights, light switches & outlets	-		Electrical	Channels in the baseboard with outlets, light switches	Functions – (see electric notes)		Electrical	ceiling spot lights, light switches & outlets	-
	AC	-	-		AC	Window Unit (1.5x)	functioning: older models with corresponding noise, electricity consumption & effectivity. Very loud when in use – units are not sealed or insulated to outside climate or noise		AC	-	-
	Heating	steam radiators	functioning: heat output cannot be regulated (see general heating notes)		Heating	steam radiators	functioning: heat output cannot be regulated (see general heating notes)		Heating	steam radiators	functioning: heat output cannot be regulated (see general heating notes)
	Ventilation	-	-		Ventilation	-	-		Ventilation	-	-
	Plumbing	double sink vanity, bathtub, toilet mirror	Functions – sinks, fixtures & fittings no longer contemporary – toilet drain periodically blocked, wear & tear on the bath		Plumbing	-	-		Plumbing	double sink vanity, bathtub, toilet mirror	Functions – sinks, fixtures & fittings no longer contemporary – toilet drain periodically blocked, wear & tear on the bath
114	Closet (Child / Office)			118	Master BR			122	Guest Room		
	Floor	Carpet	Good – some wear & tear		Floor	Parquet	Good – wear & tear in places		Floor	Parquet	Good
	Walls	plaster painted	good		Walls	Painted wood panels, wallpaper & painted dry wall	Good – wallpaper damaged in places		Walls	Painted plaster, stucco frieze	Good – some cracks in the frieze
	Ceiling	plaster painted	good		Ceiling	Painted plaster, stucco frieze	Good – some cracks in the frieze		Ceiling	Painted plaster, stucco frieze	Good – some cracks in the frieze
	Windows	-	-		Windows	metal sash windows	Good – window locked in place – seals and insulation in bad condition – leads to bad acoustic & climate insulation		Windows	metal sash windows	typical wear & tear through ageing – sash mechanisms are defective / blocked, seals are bad / defective – condition of window is the cause of climactic and acoustic problems
	Doors	Painted wood	good		Doors	Painted wood	Good		Doors	wood painted	Good
	Built-in Units	Table – painted	good		Built-in Units	Shoe cabinets – Painted wood	Good		Built-in Units	-	-
	Appliances	-	-		Appliances	-	-		Appliances	-	-
	Electrical	wall mounted light	functions (see general electrical notes)		Electrical	Channels in the baseboard with outlets, light switches	Functions – (see electric notes)		Electrical	AC	functioning: older models with corresponding noise, electricity consumption & effectivity. Very loud when in use – units are not sealed or insulated to outside climate or noise
	AC	-	-		AC	Wall-mounted unit (2.5x)	functioning: older models with corresponding noise, electricity consumption & effectivity. Very loud when in use – units are not sealed or insulated to outside climate or noise		Heating	HAVC Wall unit (1.5x)	functioning: heat output cannot be regulated (see general heating notes)
	Heating	-	-		Heating	steam radiators	functioning: heat output cannot be regulated (see general heating notes)		Heating	HAVC Wall unit (1.5x)	functioning: heat output cannot be regulated (see general heating notes)
	Ventilation	-	-		Ventilation	-	-		Ventilation	-	-
	Plumbing	-	-		Plumbing	-	-		Plumbing	-	-
115	Closet (Guest Room)			119	Master BR closet			123	Guest Room Bathroom		
	Floor	Carpet	Good – some wear & tear		Floor	Carpet	Good		Floor	Tiles	Good – design no longer contemporary – grout is dirty and damaged in places
	Walls	plaster painted	good		Walls	Painted dry wall	Good		Walls	Tiles	Good – design no longer contemporary – grout is dirty and damaged in places
	Ceiling	plaster painted	good		Ceiling	Painted dry wall	Good		Ceiling	suspended painted gypsum ceiling with integrated downlights	Good – design no longer contemporary – grout is dirty and damaged in places
	Windows	-	-		Windows	-	-		Windows	casement window in metal	Good
	Doors	Painted wood	good		Doors	Painted wood	Good		Doors	Painted wood	typical wear & tear through ageing – sash mechanisms are defective / blocked, seals are bad / defective – condition of window is the cause of climactic and acoustic problems
	Built-in Units	Table – painted	good		Built-in Units	wood shelves	Good		Built-in Units	Sink vanity with granite top and mirror	Good – design no longer contemporary
	Appliances	-	-		Appliances	-	-		Appliances	-	-
	Electrical	wall mounted light (Coax installation)	Functions – loose Coax installation (see general electrical notes)		Electrical	Wall-mounted light	Functions – (refer to general electrical notes)		Electrical	ceiling spot lights, light switches & outlets	-
	AC	-	-		AC	-	-		AC	-	-
	Heating	-	-		Heating	-	-		Heating	steam radiators	functioning: heat output cannot be regulated (see general heating notes)
	Ventilation	-	-		Ventilation	-	-		Ventilation	-	-
	Plumbing	-	-		Plumbing	-	-		Plumbing	double sink vanity, bathtub, toilet mirror	Functions – sinks, fixtures & fittings no longer contemporary – toilet drain periodically blocked, wear & tear on the bath
116	Bathroom (Guest Room)			120	Closet Guest Rm.						
	Floor	Tiles	Good – design no longer contemporary – grout is dirty and damaged in places		Floor	Carpet	Good				
	Walls	Tiles	Good – design no longer contemporary – grout is dirty and damaged in places		Walls	Painted dry wall	Good				
	Ceiling	suspended painted gypsum ceiling with integrated downlights	Good		Ceiling	Painted dry wall	Good				
	Windows	metal sash windows	typical wear & tear through ageing – sash mechanisms are defective / blocked, seals are bad / defective – condition of window is the cause of climactic and acoustic problems		Windows	-	-				
	Doors	Painted wood	Good		Doors	Painted wood	Good				
	Built-in Units	Sink vanity with granite top and mirror	Good – design no longer contemporary		Built-in Units	wood shelves	Good				
	Appliances	-	-		Appliances	-	-				
	Electrical	ceiling spot lights, light switches & outlets	-		Electrical	Wall-mounted light	Functions – (refer to general electrical notes)				
	AC	-	-		AC	-	-				
	Heating	steam radiators	functioning: heat output cannot be regulated (see general heating notes)		Heating	-	-				
	Ventilation	-	-		Ventilation	-	-				
	Plumbing	double sink vanity, bathtub, toilet mirror	Functions – sinks, fixtures & fittings no longer contemporary – toilet drain periodically blocked, wear & tear on the bath		Plumbing	-	-				

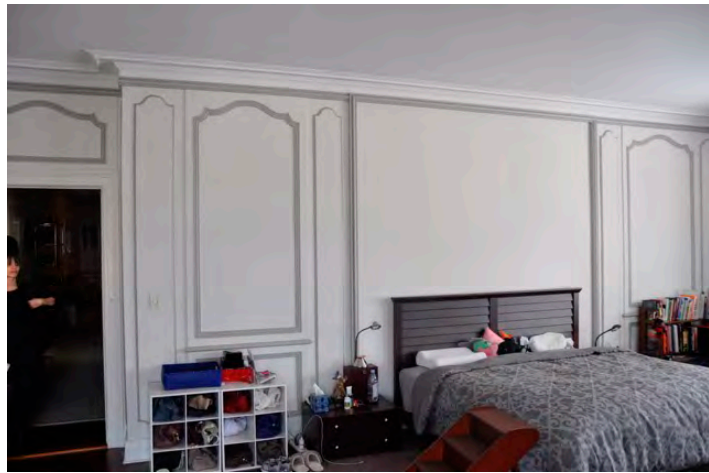




GUEST BATHROOM - 109



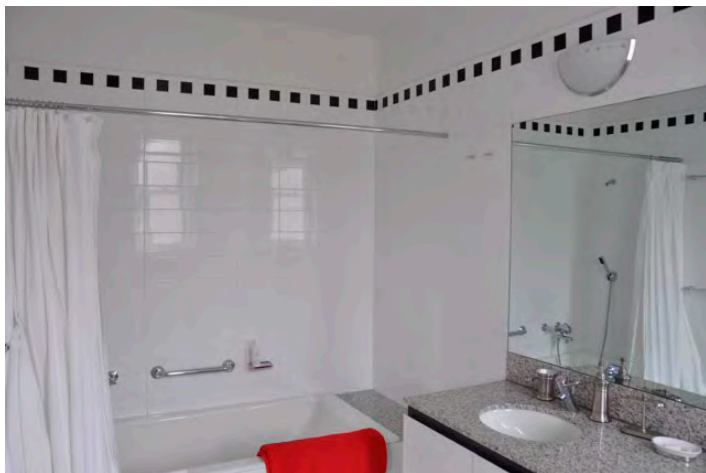
GUEST BATHROOM - 109



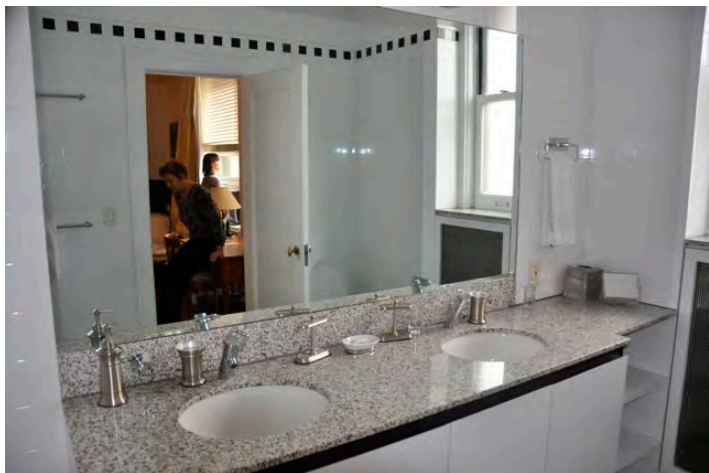
MASTER BEDROOM - 118



MASTER BEDROOM - 118



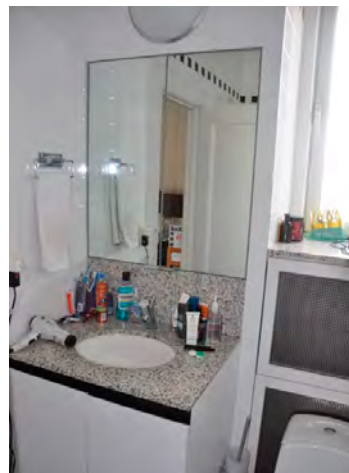
GUEST BATHROOM - 116



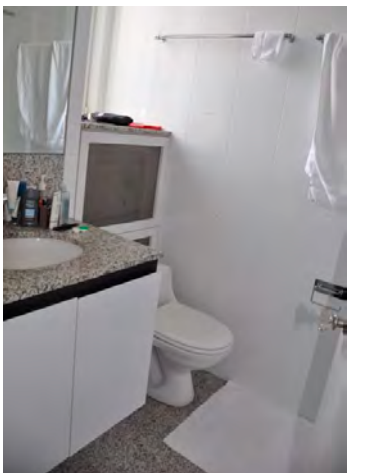
GUEST BATHROOM - 116



MASTER BATHROOM - 121



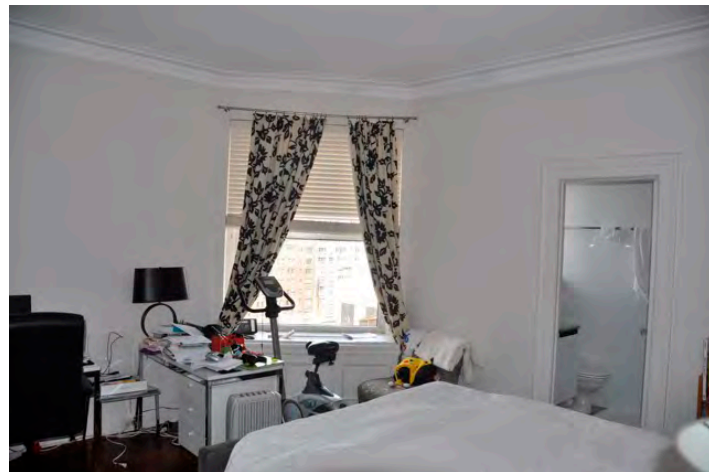
GUEST BATHROOM - 123



GUEST BEDROOM - 117



MASTER BEDROOM - 118



GUEST BEDROOM - 122



GUEST BEDROOM - 122

# Current Condition Survey: Private Areas

640 PARK AVENUE

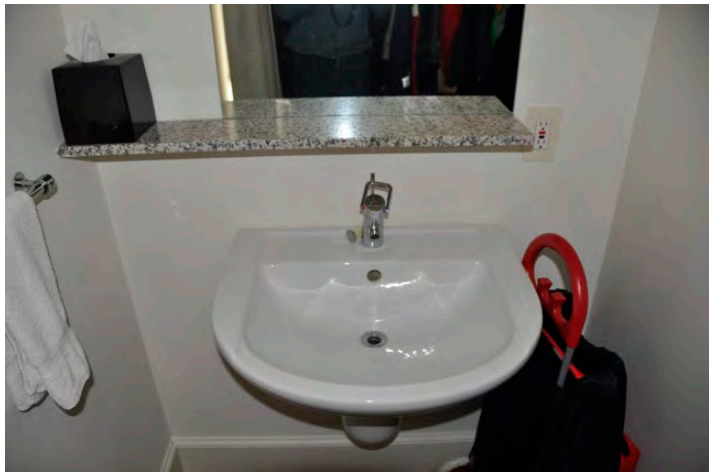


Room No.	Element	Material Description	Condition	Room No.	Element	Material Description	Condition	Room No.	Element	Material Description	Condition
102	Connecting Room			127	Employee Corridor			131	Bathroom (Empl. BR_01)		
	Floor	parquet	good - some wear & tear		Floor	Parquet	much wear & tear, loose floor boards, defective ares (holes), gaping & damaged floor joints, previous patchwork		Floor	Tiles	Good – design no longer contemporary – grout is dirty and damaged in places
	Walls	painted plaster	good		Walls	Painted plaster	good		Walls	Tiles	Good – design no longer contemporary – grout is dirty and damaged in places
	Ceiling	painted plaster, stucco frieze	good		Ceiling	suspended dry-wall ceiling – painted	ok		Ceiling	suspended painted gypsum ceiling with integrated downlights	typical wear & tear through ageing – sash mechanisms are defective / blocked, seals are bad / defective – condition of window is the cause of climactic and acoustic problems
	Windows	-	-		Windows	-	-		Windows	casement window in metal	good
	Doors	Wood - painted	good		Doors	painted wood	good		Doors	painted wood	Good – design no longer contemporary
	Built-in Units	Wood - wardrobe painted	good		Built-in Units	Painted wood – Built-in wardrobe with shelving	good		Built-in Units	Sink vanity with granite top and mirror	Good – design no longer contemporary
	Electrical	ceiling-mounted fixture, light switch	functioning: (see General Electric Scope)		Appliances	-	-		Appliances	-	-
	AC	-	-		Electrical	Ceiling lights, HV-electrical outlets, fuse box	HV not installed to meet current code requirements – very old wiring – built-in shelving not to code – (refer to general electric notes)		Electrical	-	-
	Heating	-	-						AC	-	-
	Ventilation	-	-						Heating	steam radiators	functioning: heat output cannot be regulated (see general heating notes)
124	Bathroom-Employee Floor			128	Closet (Empl. Corr.)			132	Laundry / Breakfast Room		
		Tiles	Good – design no longer contemporary – grout is dirty and damaged in places		Floor	Laminate Wood Floor	Good – some wear & tear		Floor	Parquet	Ok – water damage around washing machine – partially warped
	Walls	Tiles	Good – design no longer contemporary – grout is dirty and damaged in places		Walls	Painted plaster	good		Walls	Painted plaster	Good - some damage around washing machine
	Ceiling	suspended painted gypsum ceiling with integrated downlights	good		Ceiling	Painted plaster	good		Ceiling	Painted plaster	Good – some cracks
	Windows	casement window in metal	typical wear & tear through ageing – sash mechanisms are defective / blocked, seals are bad / defective – condition of window is the cause of climactic and acoustic problems		Windows	-	-		Windows	casement window in metal & fixed glass pane @ washing machine	typical wear & tear through ageing – sash mechanisms are defective / blocked, seals are bad / defective – condition of window is the cause of climactic and acoustic problems
	Doors	painted wood	good		Doors	painted wood	good		Doors	painted wood	good
	Built-in Units	Built-in vanity with mirror cabinet	Functions – design no longer contemporary		Built-in Units	Built-in shelving	good		Built-in Units	Half-round bench – lacquered wood	Bench – good
	Appliances	-	-		Appliances	-	-		Appliances	Wine storage / cooler	Wine storage / cooler – exhaust from cooler trapped through placement machine too small, given demand for its workload
	Electrical	ceiling spot lights, light switches & outlets	Functions – (refer to general electrical notes)		Electrical	wall mounted light – WIFI router	Good – messy cable installation (refer to general electric notes)		Appliances	Washing Machine & tumble dryer	
	AC	-	-		AC	-	-		Electrical	ceiling fixture, outlets, wall switches & telephone connection	Functions – telephone located in wine storage area with unconcealed cables (refer to general electrical notes)
	Heating	steam radiators	functioning: heat output cannot be regulated (see general heating notes)		Heating	-	-		AC	Wall Unit (1x) (location obstructs passage)	functioning: older models with corresponding noise, electricity consumption & effectivity. Very loud when in use – units are not sealed or insulated to outside climate or noise
	Ventilation	-	-	129	Bedroom Employee_01				Heating	steam radiators	functioning: heat output cannot be regulated (see general heating notes)
	Plumbing	double sink vanity, bathtub, toilet mirror	Functions – sinks, fixtures & fittings no longer contemporary – toilet drain periodically blocked, wear & tear on the bath		Floor	Carpet on wood floor	much wear & tear		Ventilation	-	-
125	BD-Employee_03				Walls	painted plaster	Good – some cracks		Plumbing	double sink vanity, bathtub, toilet mirror	Functions – sinks, fixtures & fittings no longer contemporary – toilet drain periodically blocked, wear & tear on the bath
	Floor	Carpet on wood floor	much wear & tear		Ceiling	Painted plaster	Good – some cracks				
	Walls	painted plaster	good		Windows	casement window in metal	functions - leaky seals & acoustic & climate control not optimal – (better than sash windows)				
	Ceiling	Painted plaster	Good – some cracks		Doors	painted wood	good				
	Windows	casement window in metal	functions - leaky seals & acoustic & climate control not optimal – (better than sash windows)		Built-in Units	-	-				
	Doors	painted wood	good		Appliances	-	-				
	Built-in Units	-	-		Electrical	light switches, baseboard outlets	Functions – (refer to general electrical notes) functioning: older models with corresponding noise, electricity consumption & effectivity. Very loud when in use – units are not sealed or insulated to outside climate or noise				
	Appliances	-	-		AC	Wall Unit (1x)	functioning: older models with corresponding noise, electricity consumption & effectivity. Very loud when in use – units are not sealed or insulated to outside climate or noise				
	Electrical	light switches, baseboard outlets	Functions – (refer to general electrical notes) functioning: older models with corresponding noise, electricity consumption & effectivity. Very loud when in use – units are not sealed or insulated to outside climate or noise		Heating	steam radiators	functioning: heat output cannot be regulated (see general heating notes)				
	AC	Wall Unit (1x)	functioning: older models with corresponding noise, electricity consumption & effectivity. Very loud when in use – units are not sealed or insulated to outside climate or noise		Ventilation	-	-				
	Heating	steam radiators	functioning: heat output cannot be regulated (see general heating notes)		Plumbing	Mirror & sink	Good – sink is often blocked				
	Ventilation	-	-	130	Closet (Empl. Corr.)			133	Service Entrance		
	Plumbing	Mirror & sink	Good – sink is often blocked		Floor	Carpet on wood floor	significant wear & tear		Floor	Parquet	Ok – visible wear & tear
126	BD-Employee_02				Walls	Painted plaster	good		Walls	Painted plaster	good
	Floor	Carpet on wood floor	much wear & tear		Ceiling	Painted plaster	good		Ceiling	Painted plaster	Good – some cracks
	Walls	painted plaster	good		Windows	-	-		Windows	-	-
	Ceiling	Painted plaster	Good – some cracks		Doors	painted wood	good		Doors	painted wood	good
	Windows	casement window in metal	functions - leaky seals & acoustic & climate control not optimal – (better than sash windows)		Built-in Units	Built-in shelving	good		Built-in Units	-	good
	Doors	painted wood	good		Appliances	-	-		Appliances	-	good
	Built-in Units	-	-		Electrical	wall mounted light – WIFI router	Good – messy cable installation (refer to general electric notes)		Electrical	-	Functions – (refer to general electrical notes)
	Appliances	-	-		AC	-	-		AC	-	-
	Electrical	light switches, baseboard outlets	Functions – (refer to general electrical notes) functioning: older models with corresponding noise, electricity consumption & effectivity. Very loud when in use – units are not sealed or insulated to outside climate or noise		Heating	-	-		Heating	-	-
	AC	Wall Unit (1x)	functioning: older models with corresponding noise, electricity consumption & effectivity. Very loud when in use – units are not sealed or insulated to outside climate or noise		Ventilation	-	-		Ventilation	-	-
	Heating	steam radiators	functioning: heat output cannot be regulated (see general heating notes)		Plumbing	-	-		Plumbing	Internal standpipe for extinguisher	-
	Ventilation	-	-	134	Closet (furniture)			134	Closet (furniture)		
	Plumbing	Mirror & sink	Good – sink is often blocked		Floor	Carpet	Good – some wear & tear		Floor	Carpet	Good – some wear & tear

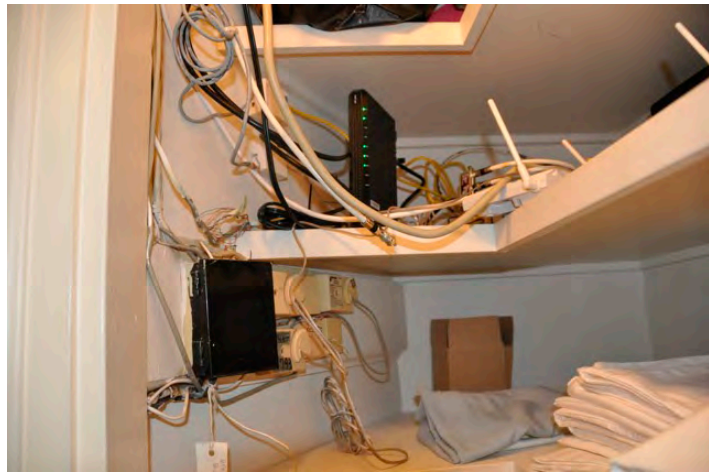




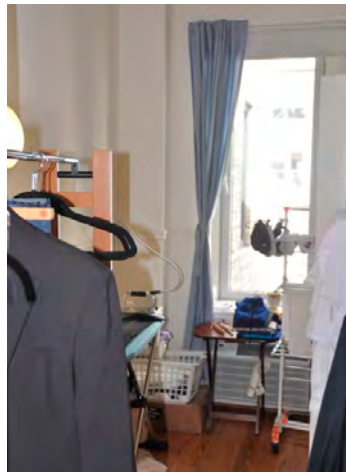
EMPLOYEE BATHROOM - 124



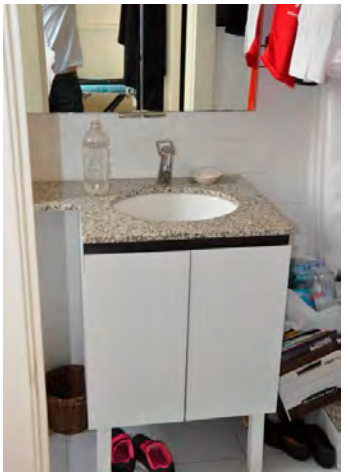
EMPLOYEE BEDROOM\_03 - 125



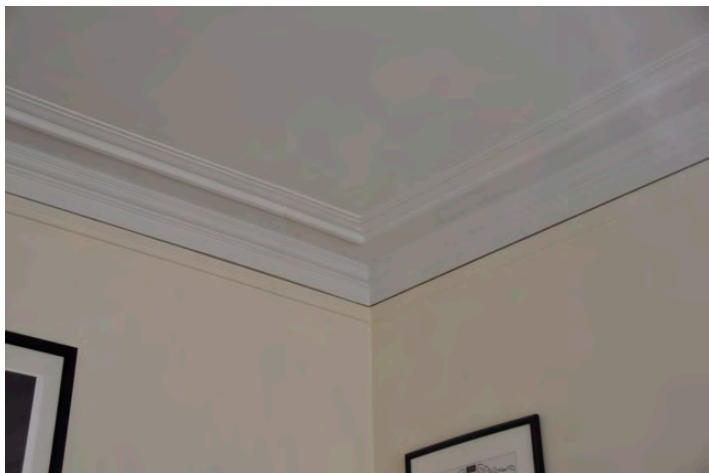
EMPLOYEE CORRIDOR CLOSET - 128



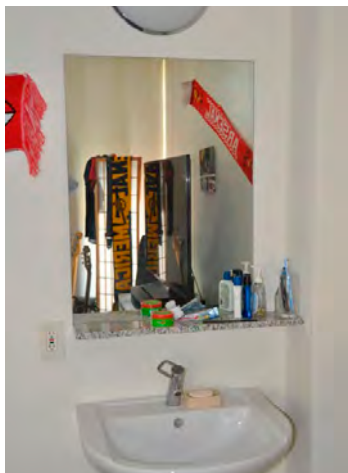
EMPLOYEE BEDROOM\_01 - 129



EMPLOYEE BATHROOM\_01 - 131



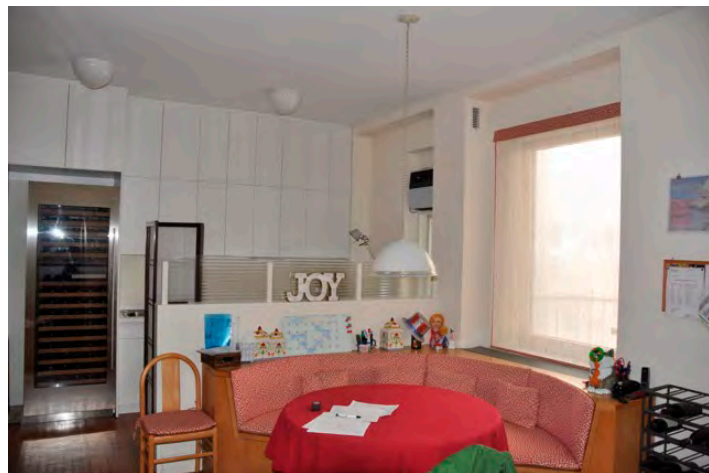
EMPLOYEE BEDROOM\_02 - 126



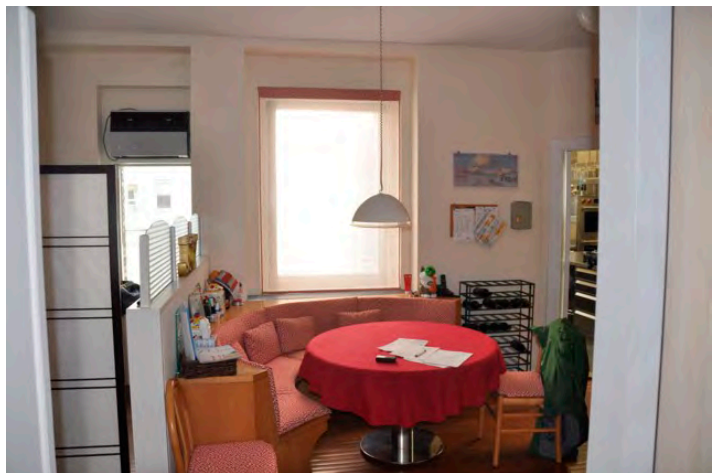
EMPLOYEE BEDROOM\_02 - 126



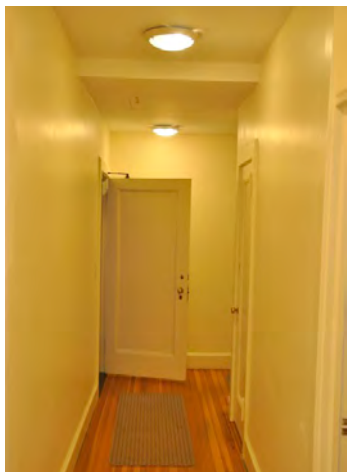
CONNECTING ROOM - 102



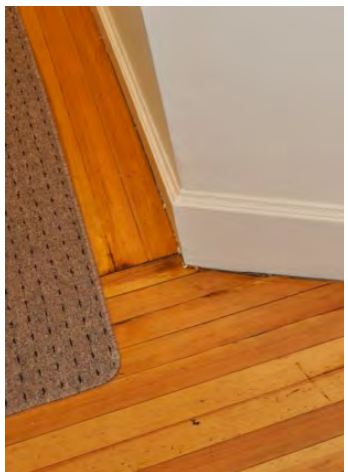
LAUNDRY / BREAKFAST ROOM - 132



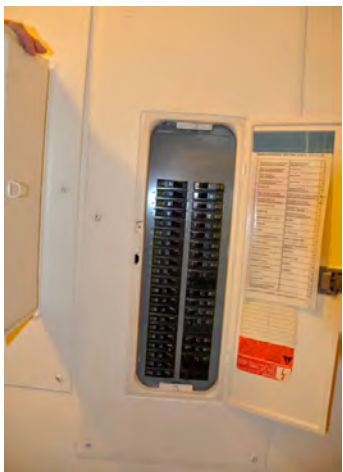
LAUNDRY / BREAKFAST ROOM - 132



EMPLOYEE CORRIDOR - 127



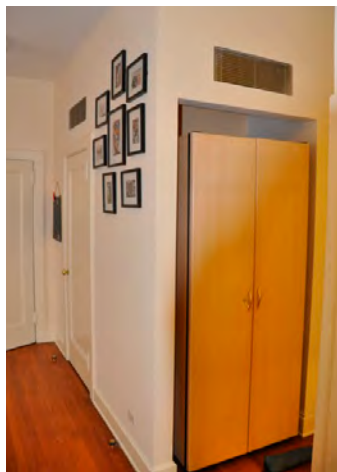
EMPLOYEE CORRIDOR - 127



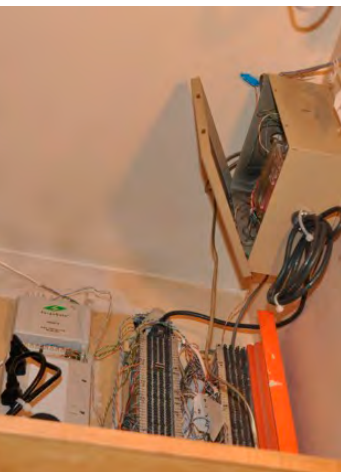
EMPLOYEE CORRIDOR - 127



LAUNDRY / BREAKFAST ROOM - 132



WINE STORAGE, WIFI & TELEPHONE - 137



# Current Condition Survey: Service Areas

640 PARK AVENUE





DINING ROOM



DINING ROOM



RECEPTION ROOM



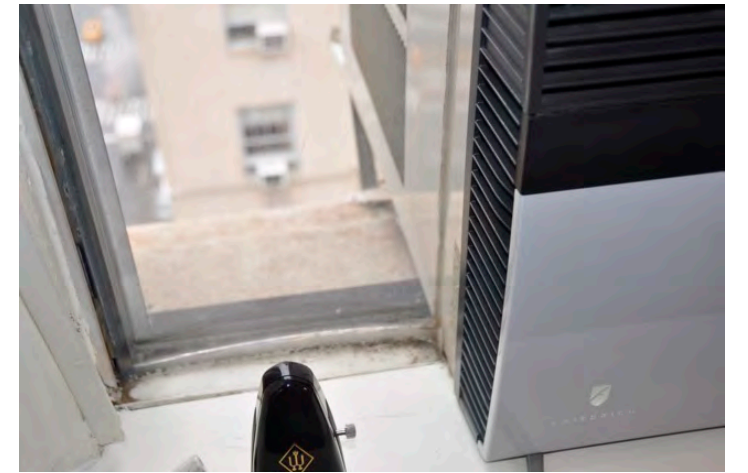
RECEPTION ROOM



DINING ROOM  
-Plexi-glass seal around AC unit



RECEPTION ROOM  
-Plexi-glass seal around AC unit



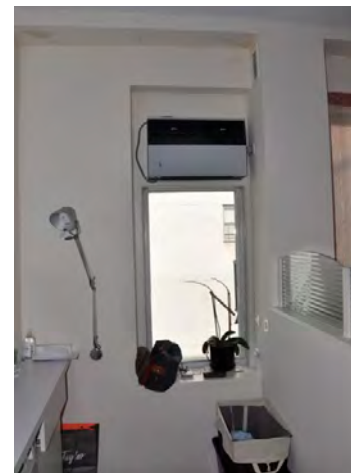
RECEPTION ROOM  
-Plexi-glass seal around AC unit



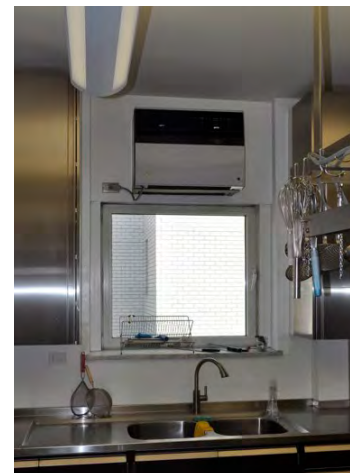
SASH WINDOW DETAIL



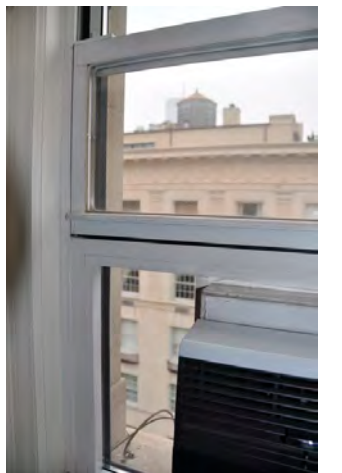
CASEMENT WINDOW DETAIL



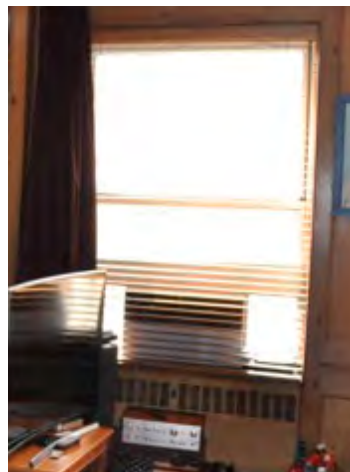
LAUNDRY ROOM - Wall Unit



PANTRY - Wall Unit



RECEPTION ROOM  
-Plexi-glass seal around AC unit



LIBRARY



SASH WINDOW - BATHROOM 109



CASEMENT WINDOW - BATHROOM 124

# Current Condition Survey: Windows

640 PARK AVENUE



# **ALTERATION AGREEMENT**

## APPENDIX - SCOPE OF WORKS





To: All Prospective Purchasers

From: Brown Harris Stevens Residential Management, LLC

Re: Alteration Agreement

---

Please be advised that the attached Alteration Agreement is subject to change, without notice, by the Board of Directors and may also be modified based upon a review of specific alteration plans.

We are enclosing the Alteration Agreement for informational purposes only, if you have any questions regarding the agreement, please contact the Property Manager assigned to your building.

Brown Harris Stevens Residential Management, LLC  
770 Lexington Avenue, New York, New York 10065  
Tel 212.508.7200 Fax 212.508.7300 [www.brownharrisstevens.com](http://www.brownharrisstevens.com)

640 PARK AVENUE CORPORATION  
640 PARK AVENUE  
NEW YORK, NEW YORK 10065

TO: Shareholders

FROM: The Board of Directors

#### IMPORTANT NOTICE REGARDING APARTMENT ALTERATIONS

The Board of Directors has adopted new policies and procedures to be followed by shareholders when making alterations in their apartments.

In formulating these policies and procedures, the goal of the Board of Directors has been to enable shareholders to exercise their individual tastes within their apartments while, at the same time, minimizing the disruption to building services and facilities, protecting the safety, comfort and privacy of the Corporation and its shareholders and to ensure the most efficient assistance from the building's staff. The Board of Directors believes that it is essential that all alterations be authorized and monitored, not only for the safety and convenience of everyone, but in order to ensure that the Corporation and its shareholders are protected from any potential legal and financial liability.

The Board of Directors has worked with the Corporation's counsel and architect to develop an Alteration Agreement for use when a shareholder plans "major" alterations which are structural in nature or which involve alterations to the heating, gas, electrical or plumbing systems. For "minor" alterations (which the Corporation considers to be those projects which are limited in scope and non-structural in nature, such as floor scraping, painting, wallpapering and other similar decorating work), the Corporation has developed a Decorator's Alteration Agreement. Normal maintenance repairs, carpet installation or replacements of appliances which do not impact on the building systems would normally be exempt from these requirements.

An Alteration Application for consent to a proposed alteration must be submitted to the Managing Agent's office and will be processed in the order received. No construction contract should be signed or alteration work scheduled nor may a NYC Department of Buildings ("DOB") application for a Work Permit be submitted to the DOB or any filings made with the Landmarks Preservation Commission ("LPC") until the formal written approval of the Corporation with respect to the proposed Work and authorization for the Shareholder to file for a DOB Work Permit have been received by the Shareholder. The amount of time a shareholder will be granted to perform the alteration will depend upon the scope of the alteration to be performed. Additional time may be requested if necessary. Authorization for alterations will be granted only by the Board of Directors of 640 Park Avenue Corporation; neither the Managing Agent nor any employee of the Corporation has the power or authority to approve any proposed alteration application. All alteration work will be inspected on a periodic basis by the Corporation's Managing Agent or other representative and by an architect for the Corporation as the work progresses, at the shareholder's expense at the architect's hourly rate.

An Alteration Application, including complete plans, specifications and architect's drawings and a "layman's" description of the work to be performed, must be submitted to the Managing Agent whenever the shareholder proposes to make any alterations. Based upon the

H-1

# Alteration Agreement

640 PARK AVENUE



scope of the work shown in the Alteration Application, the Corporation will determine which Agreement is appropriate. An Alteration Agreement, or Minor Alteration Agreement, must be signed by the shareholder and the President or a Vice President of the Corporation before any alteration work is commenced. Alteration projects cannot be commenced without regard to the scheduling of other projects in the building.

The Board of Directors, the Managing Agent and the building’s structural engineer will meet with a shareholder planning a “major” alteration prior to the review of plans in order to discuss the scope of work and procedures to be followed. A further meeting may be required once plans have been submitted. If appropriate, the shareholder’s architects, engineers and/or contractors should attend these planning meetings.

The shareholder must strictly adhere to the terms and conditions of the Alteration Agreement or Minor Alteration Agreement. Any present or prospective shareholder who is contemplating an alteration may obtain a copy of the Alteration Application and the Alteration Agreement and Minor Alteration Agreement from the Managing Agent’s office.

While the shareholders are free to select their own vendors/contractors, in accordance with the terms of the Apartment Alteration Agreement, the Corporation and managing Agent reserve the right to reject a vendor/contractor at their sole discretion. For work involving the building’s plumbing, heating, gas, electricity systems and exterior alterations, the Corporation will require shareholders to submit a list of contractors for approval.

Shareholders are requested to give a copy of the Agreement to their architect for consideration before the architect begins preparation of plans, specifications, and drawings.

Any questions concerning a proposed alteration should be submitted in writing to the Managing Agent.

**APARTMENT ALTERATION APPLICATION**  
  
**640 PARK AVENUE CORPORATION**  
**640 PARK AVENUE**  
**NEW YORK, NEW YORK 10065**  
**TELEPHONE CONTACT NUMBER: Janice Negrin, 212-508-7287**  
**FACSIMILE: 212-508-7617**

**\*\*\* SUBMIT IN *TRIPLICATE* TO BROWN HARRIS STEVENS  
RESIDENTIAL MANAGEMENT, LLC\*\*\***

Name: \_\_\_\_\_

Apartment Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_ Email address: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_

Requested Commencement Date for Work: \_\_\_\_\_

Plans and Specifications of \_\_\_\_\_ pages attached. This request cannot be processed unless plans and specifications are attached (include all architect’s drawings).

Room-by-room description of proposed alteration work:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Attach additional pages if necessary)

NO ALTERATION WORK CAN BE COMMENCED UNLESS AND UNTIL AN APARTMENT ALTERATION AGREEMENT SATISFACTORY TO THE CORPORATION HAS BEEN EXECUTED BY THE SHAREHOLDER AND THE PRESIDENT OR A VICE PRESIDENT OF THE CORPORATION, THE SHAREHOLDER HAS FULLY COMPLIED WITH ALL THE TERMS OF SUCH APARTMENT ALTERATION AGREEMENT REQUIRED TO BE COMPLIED WITH BEFORE COMMENCEMENT OF THE WORK, AND THE SHAREHOLDER HAS MADE ALL REQUIRED FILINGS WITH THE LPC AND FOR WORK PERMITS WITH THE DOB AS ARE AUTHORIZED BY THE CORPORATION.

\_\_\_\_\_  
Shareholder

\_\_\_\_\_  
Shareholder

Date: \_\_\_\_\_



INDEX

<u>Paragraph</u>	<u>Page</u>
1. Initial Submissions and Procedures .....	7
2. Release of Claims .....	10
3. Designation of Architect/Engineer .....	11
4. Acceptance of Responsibility .....	12
5. Notice of Commencement: Adjacent Premises .....	12
6. Damage to Building .....	12
7. Costs Incurred .....	13
8. Assumption of Risk.....	13
9. Hours of Work; Period of Work .....	13
10. Conduct of Work.....	13
11. Floor Surfaces; Dust Infiltration and Containment; Cleaning of Common Areas.....	13
12. Location of Risers and Lines .....	14
13. Completion of Work .....	14
14. No Interference With Building Systems .....	15
15. Use of Power Tools.....	15
16. No Deviation from Approved Plans .....	16
17. Quality of Work .....	16
18. Installation of Smoke and Carbon Monoxide Detectors; Window Guards .....	16
19. Access to Fire Exit.....	16
20. No Violation of Law; Insurance Policies.....	16
21. Indemnification and Legal Fees.....	16
22. Shutdowns of Building Systems .....	17
23. Security .....	17
24. Storage of Materials; Removal of Rubbish; Cleaning of Common Areas.....	18
25. Payment of Fines.....	28
26. Use of Service Elevators.....	18
27. Storage of Materials .....	18
28. Security Deposit.....	18
29. Asbestos Removal.....	19
30. Sound Insulation .....	20
31. Footprint of Rooms.....	20
32. Window Replacement.....	20
33. Penetration of Walls.....	21
34. Procedures for Installation of Hard Floor Surfaces .....	21

H-4

35. Installation of Air Conditioning.....	21
36. Plumbing, Heating and Gas .....	22
37. Appliances.....	23
38. Changes in Electric Service .....	24
39. Apartment Transfers .....	24
40. Payment of Expenses; Discharge of Mechanics’ Liens .....	24
41. Completion of Work; Amendments to Certificate of Occupancy .....	25
42. No Opinion/No Reliance.....	25
43. Failure to Comply .....	25
44. Correction of Work.....	25
45. Release and Waiver of Claims.....	25
46. Additional Rent.....	26
47. Security Procedures .....	26
48. Conduct of Workmen.....	26
49. No Amendment.....	26
50. Agreement Not Binding .....	26
51. Notices .....	26
52. Contractor Licensing.....	26
53. Completed Alteration.....	27
54. No Third-Party Beneficiaries .....	27
55. No Waiver.....	27
56. New York Law.....	27
57. Entire Agreement.....	27
58. Severability .....	27
59. Payment of Fees and Consideration.....	27
60. No Other Fees or Gratuities .....	27
61. Waiver of Jury Trial.....	28
62. No Personal Liability of the Corporation’s Officers, Directors or Agents .....	28
63. List of Fees and Penalty Schedule .....	29

INDEX OF EXHIBITS

EXHIBIT A:	<b>Alteration Checklist .....</b>	<b>A-1</b>
EXHIBIT B:	<b>Indemnification Letter from Contractor .....</b>	<b>B-1</b>
EXHIBIT C:	<b>Letter to Neighboring Shareholders.....</b>	<b>C-1</b>
EXHIBIT D:	<b>Demolition and Dust Maintenance Procedures .....</b>	<b>D-1</b>

H-5



EXHIBIT E: Assumption of Alteration Agreement..... E-1

EXHIBIT F: Contractor’s Insurance Endorsement – Additional Named Insureds ... F-1

EXHIBIT G: Shareholder’s Indemnification and Representation Letter ..... G-1

EXHIBIT H Lead-Based Paint – Use of EPA Certified Workers ..... H-1

APARTMENT ALTERATION AGREEMENT

Date:

640 Park Avenue Corporation  
% Brown Harris Stevens Residential Management, LLC  
770 Lexington Avenue  
New York, New York 10065  
Attention: Janice Negrin

Re: Apartment # \_\_\_\_\_  
640 Park Avenue  
New York, New York 10065

Dear Sir/Madam:

Pursuant to Article II, Paragraph EIGHT of the proprietary lease (the “Lease”) for the captioned apartment (the “Apartment”), the undersigned shareholder(s) (the “Shareholder”) hereby requests permission to install the equipment and/or make the alterations described in the accompanying plans and specifications (collectively, the “work”) in the Apartment, and the Shareholder agrees to the following terms and conditions:

1. Initial Submissions and Procedures. A check-list of items to be submitted is annexed hereto as Exhibit A. The Shareholder agrees, before any work is begun:

(a) To provide designated representatives of 640 Park Avenue Corporation (the “Corporation”) with a narrative describing the work in layman’s terms.

(b) To provide the Corporation with detailed plans and specifications of the work, prepared by an architect or engineer licensed in New York State if the nature of the alteration requires such person.

(c) The Shareholder understands that all Contractors must be duly licensed and employ only such laborers as shall not conflict with any of the trade unions employed in the work or otherwise cause disharmony with any building service union. For work involving the building’s plumbing, heating, gas, electricity systems and exterior alterations, the Corporation will require shareholders to submit a list of contractors for approval.

(d) To cause the Shareholder’s architect to prepare and submit to the Corporation a schedule of all work to be performed by each Contractor, setting forth the number of weeks and days of the various trades and affirming that the work can be completed within the time allotted under Paragraph 13 hereof.

(e) If required by laws, rules orders or governmental regulations, to file, at the Shareholder’s sole cost and expense, plans, forms or applications (including without limitation any asbestos related forms filed in support of any applications) with and procure approvals and permits from any governmental agencies, including but not limited to the Landmarks Preservation Commission, the New York City Buildings Department,

H-6

H-7

Alteration Agreement  
640 PARK AVENUE



the Department of Environmental Protection and the Board of Fire Underwriters, if required, having jurisdiction over the work and, not more than ten (10) days after receipt of such approval, deliver to the Corporation every permit or certificate issued. If there is any doubt as to the need for such approval, the Corporation shall be the sole arbiter in resolving the doubt. Plans permitted to be filed with the New York City Buildings Department under Directive # 14 (self-inspection or “self-certification”) must be certified that the shareholder is responsible or all code related. is fully aware of the proposed application and will be responsible for all work required to have the project approved and signed-off by the Department of Buildings and Landmarks. Further, that changes to use, egress and occupancy are not permitted.

(f) To have the Shareholder’s Contractor 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, with an A.M. Best Financial Strength rating of not less than A, and which company shall be satisfactory to the Corporation. All such policies shall, by specific endorsements, name the Corporation, its directors, officers and the Shareholder and the Corporation’s managing agent (the “Managing Agent”) as additional named insureds (collectively, the “Additional Insureds”). No diminution of limits of insurance will be permitted without the written consent of the Board.

(i) WORKER’S COMPENSATION as required by all applicable Federal, New York State, or other laws including Employers Liability (with \$500,000 limit of liability), together with Disability Benefits Insurance required by the State of New York.

(ii) COMMERCIAL GENERAL LIABILITY with a minimum amount of \$2,000,000 per occurrence and \$3,000,000 aggregate, which insurance shall cover: premises and operations: liability, products/completed operations, broad form property damage, broad form Contractor’s contractual liability (oral or written), personal injury coverage and independent contractors liability, which shall include mental anguish as well as standard conditions, all 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 of 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 two years following termination of the Work and contractual indemnity coverage is also to extend for two years 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 in an amount acceptable to the Corporation and as provided for in Rider 2 hereof, if the Work involves any asbestos-containing material, and shall not include a sunset clause without the Corporation’s consent.

\* Amounts of insurance required may be higher for major renovations or lower depending on the scope of the Work, as determined by the Board of Directors in its sole discretion.

(iii) COMPREHENSIVE AUTOMOBILE LIABILITY, including non-ownership and hired car coverage, as well as owned vehicles, with a minimum limit of \$1,000,000.

(iv) \$5,000,000 UMBRELLA LIABILITY, BODILY INJURY, PERSONAL INJURY AND PROPERTY DAMAGE COMBINED\*

If Umbrellas are written in more than one company any layers above the first one shall follow the form of the Primary Umbrella.

Contractor shall, by specific endorsement to its primary liability policy, cause the coverage afforded to the Additional Insureds 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 thereunder to be first tier umbrella/excess coverage above the primary coverage afforded the Additional Insureds and not concurrent with or excess to other valid and collectible insurance available to the Additional Insureds.

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 thirty (30) 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 no event, however, shall any endorsement be permitted which shall diminish the limits of any insurance required hereby.

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 Contract.

The Contractor’s insurance policy shall, in addition to containing in substance the endorsement set forth in Exhibit F hereto, 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.”

(v) CONTRACTOR’S PROPERTY INSURANCE



The Contractor shall maintain insurance (the “Contractor’s Property Insurance”) on the Contractor’s property and equipment at the Project for All Risks, including, without limitation, Fire and Extended coverage. The Contractor’s Property Insurance policy or policies shall 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 part for the loss occurring to the property described herein.”

The Contractor shall not make any claim against or seek to recover from the Shareholder the Additional Insureds any loss or damage to the Contractor’s property or equipment located at the Building, by the perils within the scope of the Contractor’s Property Insurance, whether or not the loss or damage is due to their negligence or that of their servants, agents or employees.

Nothing in this paragraph 1(h) shall constitute a waiver of or limitation of any other rights or remedies the Corporation may have for consequential damages or otherwise.

(g) To deliver to the Corporation a written indemnification agreement and agreement to perform the Work in accordance with the terms of this Agreement and with all House Rules of the Building pertaining to the Work in the form of Exhibit B hereto executed by each Contractor.

(h) To deliver to the Corporation a certificate evidencing Shareholder’s homeowners insurance, in amounts acceptable to the Corporation.

(i) To deliver to the Corporation a written indemnification agreement and agreement to perform the Work in accordance with the terms of this Agreement in the form of Exhibit G hereto executed by the Shareholder.

(j) To deliver the following checks:

(i) check in the sum of \$ TBD payable to Brown Harris Stevens Residential Management, LLC as a processing fee; and

(ii) check in the sum of \$ 0.00 payable to Stroock & Stroock & Lavan, LLP, the Corporation’s counsel, for legal fees in connection with preparing this Agreement; and

(iii) check in the sum of \$ TBD \*\* payable to 640 Park Avenue Corporation representing the security deposit payable in accordance with paragraph 28 of this Agreement.

2. Release of Claims. The Shareholder agrees not to make any claim against or seek to recover from the Corporation or the Corporation’s shareholders, officers or directors or the Corporation’s or the Corporation’s shareholders’ servants, agents (including the Managing Agent), partners, guests, licensees, invitees, tenants or employees for (i) any damage to persons or property by the perils within the scope of the insurance policies required in paragraph 1(h), unless the loss is due solely to the gross negligence of such named parties or (ii) based upon any

\*\* Amount determined by the Board of Directors for security deposit.

interruption or suspension of the work by the Corporation, regardless of the reason for such interruption or suspension.

3. Designation of Architect/Engineer. The Shareholder acknowledges that the Corporation may designate an architect or engineer, who shall, at the Shareholder’s expense based upon the architect’s or engineer’s hourly rate, (a) review plans and specifications for the alterations in regard to how the intended work may affect the common areas of the building and the use, security, safety, enjoyment by other shareholders of the building, and (b) from time to time observe the work to insure that all work conforms to plans and specifications previously approved and is otherwise in conformity with the requirements of this Agreement, and that no conditions have been created by the work which is averse to building standards, other shareholders or create a hazard or environment which is harmful to the health of individuals working or residing in the building or to the structural integrity of the building or the systems therein or is in violation of laws, rules, orders or regulations of any governmental agency having jurisdiction.

If the Corporation is required, or deems it wise, to seek legal, engineering, electrical, architectural or other advice relating to the work or this Apartment Alteration Agreement, at any time and from time to time prior to or after granting permission for the work to be performed, the Shareholder hereby agrees to reimburse on demand all fees and disbursements incurred by the Corporation with respect to the same, whether or not the Corporation grants permission for performance of the work. The Shareholder agrees to reimburse the Corporation for all such expenses promptly upon receipt of the Corporation’s bill for the same, and if permission is granted, then all fees incurred prior to commencement of the work shall be reimbursed to the Corporation prior to such commencement. The Shareholder agrees to provide access to such architect or engineer or any successor thereto as well as to the Corporation’s agents (including, without limitation, the President or a Vice President of the Corporation, the Managing Agent and the superintendent of the building) to observe the work from time to time and undertake to make all corrections specified by the Corporation as a result of nonconformance with the plans and specifications or as the result of a condition described in the preceding sentence. Upon notice from the Shareholder to the architect or engineer, such observation visits will be scheduled on the following occasions:

(a) Prior to the commencement of the alteration. Any structural or other defects which are considered by the Shareholder to be the Corporation’s responsibility must be brought to the attention of the Managing Agent and Building Superintendent prior to commencement of the Work; otherwise, the Shareholder assumes full responsibility for the condition of the Apartment, including any alleged structural defects. Further, during construction, should the General Contractor observe anything unusual such as defective plumbing or piping not seen before, holes in a slab, holes in the ceiling, or missing or defective fireproofing around steel beams and columns, Shareholder must bring same to the attention of the Managing Agent and Building Superintendent immediately.

(b) Prior to inspections, testing or approvals as required by any public authority having jurisdiction over any portion of the work.

(c) Prior to the enclosure or obstruction of any concealed or inaccessible portions of the work.



(d) Prior to any other stage of progress of the work, which has been designated for observation by the Corporation's architect or engineer in its review of the Shareholder's plans and specifications.

(e) Prior to the enclosure of any floor or ceiling where acoustical attenuation and sound proofing is required to be installed.

(f) Within a reasonable time after completion of the work the architect or engineer shall make reasonable efforts to observe the work within three (3) working days after receiving a written request for an observation visit sent to the managing agent. The Shareholder shall not proceed until work has been observed and approved in writing by the Managing Agent. If any portion of the work should be covered contrary to the request of the architect or engineer, the Shareholder shall cause the enclosure to be uncovered at the Shareholder's expense for observation by the architect or engineer and thereafter replaced at the Shareholder's expense.

4. Acceptance of Responsibility. The Shareholder releases the Corporation, the Corporation's, officers, directors, agents (including the Managing Agent) and employees from any liability for damage to the portions of the Apartment affected by the work which may occur in the performance of building maintenance repairs. Notwithstanding anything to the contrary contained in the Lease, the Shareholder accepts sole responsibility for the work and costs in connection with the maintenance, repair, restoration or replacement of any portions of the Apartment affected by the work, and acknowledges that such responsibility shall pass to the Shareholder's successor-in-interest in the Apartment. The shareholder assumes responsibility for previous apartment alterations, whether or not in accordance with a previous alteration agreement.

5. Notice of Commencement: Adjacent Premises. After obtaining approval of the work, the Shareholder agrees to give not less than ten (10) days' written notice, setting forth the date the Shareholder plans to commence the work and the duration of the work, to the superintendent and the Managing Agent of the building, and an executed letter in the form of Exhibit C hereto to the shareholders or residents in the apartments that are adjacent to, above and below the Apartment (the "Adjacent Premises"), setting forth the duration of the work and agreeing to indemnify the shareholders or resident of the Adjacent premises for any damages sustained, a copy of which letter shall be delivered to the Managing Agent. At least three (3) working days telephonic notice of any demolition work shall be given to the building superintendent, Managing Agent and the owners and residents of Adjacent Premises. If the work is not commenced within thirty (30) days of the execution of this Agreement, the consent granted hereunder shall become null and void. The Shareholder may request an extension in writing, and approval thereto may be granted or denied in the Corporation's discretion. The Shareholder shall not commence any work until the building superintendent and/or Corporation's architect or engineer has made an inspection of the Adjacent Premises and has recorded their condition, with photographs if deemed necessary, and attached a report hereto.

6. Damage to Building. Any damage to any Adjacent Premises or other apartments or the common elements of the building, including but not limited to the common structure, infrastructure, equipment, elevators, doors and finishes of the building, resulting directly or indirectly from the performance or existence of the work will be insured by the Shareholder's insurance coverage required hereunder or that of the Contractors. However, the existence of such insurance shall not relieve the Shareholder of liability hereunder. If the Managing Agent or building superintendent advises of any damage, in its or his opinion, caused by the work, the Shareholder shall submit any claim based on such damage immediately to the Shareholder's

H-12

insurance carrier and the insurance carrier of the Contractors without contest to the extent permitted by the insurance policies. The Shareholder agrees to use all reasonable efforts, and to cause the Contractors likewise to use all reasonable efforts, to cause any insurance carrier insuring the Shareholder or the Contractors, as the case may be, to expeditiously settle and pay any amounts for claimed damage for which the Shareholder or the Contractors are responsible hereunder to the Corporation or any shareholder or resident of the building.

7. Costs Incurred. The Shareholder understands and agrees that all costs for labor, equipment and materials incurred by the Corporation in connection with the work, in the Corporation's sole discretion, for professional consultations, maintenance and supervision, elevator service, rubbish removal or protection services, including uniformed security guards, shall be charged, at the cost to the Corporation including overtime rates, if utilized, to the Shareholder. Additionally, if in the Corporation's sole discretion that additional building staff is required, the shareholder will be charge for the additional staffing.

8. Assumption of Risk. The Shareholder assumes all risk of damage to the building and its mechanical and electrical systems, and to persons and property in the building which may result from or be attributable to the performance or existence of the work and all responsibility for the maintenance and repair of any alterations and installations after completion. This responsibility covers all work, whether or not structural, weathertightness of windows, exterior walls or roofs, waterproofing of every part of the building directly or indirectly affected by the work, and maintenance of all heating, plumbing, air-conditioning and other equipment installed or altered pursuant hereto. The Corporation is not responsible for any failure of performance of Building services to the Apartment as a result of the Work. If the operations of the building, or any of the foregoing equipment, is adversely affected by the work, the Shareholder shall promptly correct the cause of the problem. If, in the Corporation's sole discretion, the Shareholder does not promptly correct the problem, the Corporation may have the problem corrected and the Shareholder shall be liable for all costs and expenses incurred therein.

9. Hours of Work; Period of Work. The work may be performed Monday through Friday only between the hours of 8:30 a.m. and 4:30 p.m., provided, however, that hammering or any other noisy work which may disturb other residents shall not be performed prior to 9:30 a.m. to 4:00 p.m., Monday through Friday, inclusive. Under no circumstances shall any work whatsoever be performed on Saturdays, Sundays or legal holidays without the prior written consent of the Corporation.

(a) Dec 25<sup>th</sup> thru Jan 1<sup>st</sup>.

(b) The Corporation reserves the right to designate periods during which work may not be performed which will extend the allowed schedule.

10. Conduct of Work. All work shall be done in such a manner and at such time so as to minimize disturbance to other occupants of the building or the operation of the building's services. All work shall be performed in accordance with the terms of the Lease and the House Rules. The work shall be discontinued immediately should the Corporation deem that it is creating a disturbance to other occupants of the building or causing any interruption of the normal operation of the building.

11. Floor Surfaces; Dust Infiltration and Containment; Cleaning of Common Areas; Lead-Based Paint. The Shareholder is solely responsible to prevent dust from escaping from the Apartment into other apartments or the Building's common areas. Prior to commencement of any Work in the Apartment, the entire floor surface area throughout the Apartment and any areas

H-13

# Alteration Agreement

640 PARK AVENUE



needed for access thereto, including all hallways, are to be covered with sound-deadening masonite board of not less than one-quarter inch in thickness masonite and such other protections as the Corporation's Reviewing Architect or Building Superintendent or other designated employee or agents shall specify. The designated employee or agent reserves the right to inspect the protections to determine their adequacy and may require such additional protections as they, in their sole discretion, determine to be necessary or appropriate. The door from the Apartment into the hallway shall be sufficiently sealed inside the Apartment to prevent dust infiltration into Building hallways but code required egress to be maintained. The Shareholder shall install an exhaust fan with a HEPA filter or a negative air fan, which must develop not less than 0.125" static pressure, and which shall be operated in the Apartment during all Work operations. In transporting waste out of the Apartment and the Building, the elevator, hallways and basement corridors must be protected so as to minimize dust including but not limited to securely covering the dumpster or other transportation vehicle with a heavy-duty grade of plastic, so that no dust is released into the Building's common areas during such transporting. In the event the building staff is required to perform additional cleaning as a result of the Work, the Shareholder will be responsible for any costs incurred and the same shall be charged to the Shareholder as Additional Rent under the Lease.

12. Location of Risers and Lines. Prior to the commencement of any demolition in the Apartment, all plumbing and heating risers, drain lines, vent lines, branch lines, valves and other system components within the Apartment and control valves which regulate supply to the Apartment, must be located. If the work includes exposing the plumbing risers, the Corporation shall have the right to require that the piping be replaced during the course of the work by the Corporation's contractors and at the Corporation's expense.

13. Completion of Work.

(a) The Shareholder shall use the contractor's best efforts to ensure that the proposed work is completed expeditiously, by the date of commencement of the work, or such other period as the Corporation, in writing, designates (the "Completion Date"). The Corporation expresses no opinion regarding the feasibility of completion of the work within this time period.

Notwithstanding any other provision of this paragraph, if the Corporation elects to apply to the Shareholder's non-refundable fee for extension of the Completion Date or the use-of-facilities fee or the fees and costs incurred for reviewing a new Proposed Scope of work the security deposit or any portion thereof that the Shareholder has provided pursuant to paragraph 28 of this Agreement, same shall be without prejudice and in addition to any remedies the Corporation may have, including the right to stop all Work. If the security deposit provided pursuant to paragraph 28 is diminished by one-half of the original amount, Shareholder shall replenish it to the full amount within three (3) days after the Corporation's demand. No Work shall be permitted to continue until the security deposit is replenished.

(b) Extension of Work: After the Completion Date, or the extension thereof as provided for above, the Board, in its sole and absolute discretion, has both the right and the intention to stop work on the project. At that time, the job will be shut down completely and the Shareholder will be required, if the Shareholder desires to complete the project, to submit a proposed scope of work, detailing among other things, a schedule for each trade showing the new proposed completion date for such trade and for project completion, and, if the Corporation consents to the same, to execute an amendment of this Alteration Agreement. The Board, in its sole and absolute discretion, may or may

H-14

not enter into and/or approve an amendment and permit any further work to be undertaken thereafter. Once so stopped, work will only be allowed to begin again at the discretion of the Board including the payment of all fees required and the costs incurred by the Corporation for reviewing the new proposed scope of work which the Corporation shall be entitled to apply from the security deposit provided pursuant to paragraph 63 of this Alteration Agreement. The Corporation's application of the security deposit provided pursuant to paragraph 28 of this Agreement as aforesaid shall be without prejudice and in addition to any remedies the Corporation may have, including the right to stop all work. If the security deposit provided pursuant to paragraph 63 is fully applied, the Shareholder agrees to pay all amounts due under this paragraph to the Corporation in weekly installments. The security deposit payable in weekly installments is deemed additional rent under the Corporation's proprietary lease.

The determination of whether the work is completed shall be made by the Corporation, and the Corporation's determination shall be conclusive. The Shareholder agrees that any consent to performance of work after the Completion Date granted by the Corporation may be revoked by the Corporation immediately if the Shareholder fails to comply with any requirement of this Alteration Agreement or the amendment providing for an extended completion date. The Shareholder is aware of, and fully understands the consequences of breaching this agreement by failing to complete work by the Completion Date, or any extended completion date which may include, but not be limited to, the termination of the Shareholder's right to perform work before the work is completed.

The Shareholder acknowledges and agrees that lengthy apartment alterations cause injury to the Corporation, other shareholders and tenants because of the disruption, dust, noise and other consequences of construction attendant to such alterations, as well as the diversion of building and management resources, and that the Corporation, other shareholders and tenants cannot be fairly or adequately compensated for damages caused by alterations which continue beyond the Completion Date or any extended completion date. Thus, the Corporation shall have the right, in addition to any other rights that the Corporation may have, to seek entry of an injunction, enjoining the work. Moreover, recognizing and acknowledging the irreparable nature of the injuries caused by work extending past the Completion Date or any extended completion date, the Shareholder consents to entry of such an injunction and further agrees to bear any attorneys' fees or other costs incurred by the Corporation in obtaining or enforcing said injunction, which amounts shall be deemed additional rent under the Corporation's proprietary lease.

All time limitations set forth in this paragraph shall be subject to extension for delays, subject to approval by the Corporation, caused by or attributable to acts of God, unusual weather conditions or strikes not attributable to the Shareholder's or the Contractors' or other agents' bad faith.

14. No Interference With Building Systems. The Shareholder will not interfere or permit interference with any building systems including but not limited to data-media, intercommunication, elevator, gas or electric service. Intercommunication lines shall be modified only by agents of the Corporation, at the Shareholder's cost and expense. Temporary lighting shall be installed and one light will be lit at all times as necessary. The Shareholder agrees that the work will not alter or relocate the main plumbing and heating lines or risers. If the Shareholder's plans are not compatible with the existing risers or lines, the plans must be revised. In no event shall existing kitchen exhaust shafts be modified or any exhaust fans connected to the shafts.

15. Use of Power Tools. The use of power tools such as electric hammers, portable automatic jack hammers, other pneumatic tools and sledge hammers which may disturb other

H-15



occupants of the building or damage to adjacent spaces will not be permitted without the Corporation's prior written approval. The use of hammer drills, impact screw guns and similar noise making tools are acceptable on a case by case basis. If the Corporation's written approval to use such tools is given, at least five (5) days prior written notice of any noise producing Work must be given by the Shareholder to the resident manager for his approval and scheduling. The Corporation reserves the right, in its sole and absolute discretion, to stop any Work in the event of excessive noise and/or vibrations, if workers are using prohibited or unauthorized power tools or if such tools and/or their manner of use do not comply with the New York City Noise Control code, as amended.

16. No Deviation from Approved Plans. All work will be performed strictly in accordance with the approved plans and specifications and in accordance with the Shareholder's LPC and DOB filings authorized by the Corporation and its Reviewing Architect. 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 Corporation and the managing agent and compliance with the requirements hereof, including the requirements for initial submissions and notices. If any work, other than as described herein, is performed, the entire job will be stopped by the Managing Agent. If Shareholder DOB or LPC filings are made, without being authorized in advance by the Corporation and its Reviewing Architect, the Corporation reserves the right, in its sole and absolute discretion, to stop the Work, advise the DOB and request that the DOB permits issued for the Work be revoked.

17. Quality of Work. The alterations and materials used shall be of the quality, style and acoustical standards in keeping with the first class character of the building. Should there be any doubt concerning the quality or style of the work or the materials, or the acoustical standards to be met, the Corporation shall be the sole arbiter in resolving the doubt.

18. Installation of Smoke and Carbon Monoxide Detectors; Window Guards. The Shareholder agrees that two (2) functioning ABC fire extinguishers, carbon monoxide detectors and smoke alarms will be maintained in the Apartment during the work, and that completed construction will include smoke and carbon monoxide detectors will be installed within fifteen feet of every sleeping area on the ceiling or wall pursuant to law. Temporary lighting shall be installed in the Apartment and one light will be lit at all times as necessary. The Shareholder understands and agrees that window guards must be installed as required by law if a child or children ten (10) years old or under resides in the Apartment during the work.

19. Access to Fire Exit. The Shareholder agrees that the work shall not block access to any means of egress in the building.

20. No Violation of Law; Insurance Policies. The Shareholder will not do or permit any act or thing to be done contrary to law, or which will invalidate, be in conflict with or cause an increase in premiums payable by the Corporation for liability, multi-peril casualty or other insurance policies carried by the Corporation or for the Corporation's benefit.

21. Indemnification and Legal Fees.

Indemnification. The Shareholder agrees to defend, indemnify and hold harmless the Corporation, the Corporation's directors, officers, shareholders, consultants and the Corporation's shareholders' agents, partners, servants, employees, tenants, guests, licensees, invitees, and all other occupants of the Building (each, an "Indemnified Party" and collectively, the "Indemnified Parties") from and against any and all claims, damages, expenses (including reasonable attorneys' fees and expenses) -- whether made by the Shareholder, the Corporation

H-16

or a third party -- suffered by persons or property as a result of or in any way related to: (i) the Work to the Shareholder's Apartment or its adverse impact on the comfortable occupancy of other apartments in the Building; (ii) the Shareholder's failure to comply with the Shareholder's obligations hereunder (including without limitation the obligation to repair and maintain the Work); (iii) the Shareholder's failure to perform the Work in accordance with the approved plans and specifications and the terms and conditions contained herein, unless caused solely by the negligence of the Indemnified Parties, and/or (iv) the Shareholder's filing of required forms (including DOB Form PW1 and submissions for a DOB work permit and the statements made therein whether such filing(s) were authorized by the Corporation or not, and for any and all liabilities arising therefrom or incurred in connection therewith, including, without limitation, any liability incurred in connection with the removal, encapsulation, enclosure or other abatement of asbestos containing material or the transportation and disposal of the same or any liability incurred in connection with the disturbance, sealing, containment, cleaning or removal of any lead based paint existing on any window, wall, floor board, trim, molding or other surface located in the Shareholder's Apartment or in an area contiguous with or adjacent to the Shareholder's Apartment of which the Shareholder is entitled to limited access or exclusive use thereof, and to defend, indemnify and hold harmless such Indemnified Parties against any claims by others for damages to persons or property resulting from the Work being undertaken, and to reimburse such parties for any costs and expenses, including, without limitation, attorneys' fees and disbursements, incurred as a result of the Work, including, without limitation, asbestos and lead-based paint abatement Work. Nothing in this paragraph, nor in this Agreement, shall indemnify or hold harmless the Corporation against legal liability it may otherwise have for damage arising out of bodily injury to persons or damage to property contributed to or caused by or resulting from the negligence of the Corporation, its agents, servants or employees whether such negligence be in whole or in part. This indemnification shall survive the completion of the Work.

Legal Fees. In addition to the foregoing, the Shareholder hereby expressly indemnifies the Indemnified Parties for all legal and other professional fees and disbursements incurred by them (i) due wholly or in part to this Apartment Alteration Agreement and/or the Work to be performed hereunder, including but not limited to, Shareholder's breach or alleged breach of this Agreement or (ii) in any action or proceeding between the Shareholder and such Indemnified Party which relates to this Apartment Alteration Agreement and/or the Work to be performed hereunder. This indemnification shall survive the completion of the Work.

22. Shutdowns of Building Systems. All work that requires a temporary shutdown, that being a shutdown of 30 minutes or less, of the water, heating or electrical system affecting areas in the building outside the Apartment must be scheduled and approved by the superintendent. At least five (5) business days prior written notice of such shutdown shall be given by the Shareholder to the superintendent. The Shareholder acknowledges and agrees that the shutdown of such systems causes disruption and injury to other shareholders and tenants and that multiple shutdowns are therefore not warranted. Accordingly, the Shareholder shall reimburse the Corporation for each such shutdown. Shutdowns may not exceed three (3) hours in duration. No work that requires shutdown of the heating system will be permitted during the heating season. In no event will any shutdown of gas services affecting areas outside the Apartment be permitted.

23. Security. Prior to any activity which may interfere with the security of the building, the Shareholder will obtain approval from the superintendent and the managing agent in writing at least 48 hours in advance of such activity. Depending upon the scope of the work being conducted within the Apartment, the Corporation in its sole discretion retains the right to maintain security by posting a building employee or a professional security person to man the

H-17

**Alteration Agreement**  
640 PARK AVENUE



elevator during such activity. The Shareholder agrees to reimburse the Corporation for any wages or related expenses incurred in connection with the building's right to maintain security.

24. Storage of Materials; Removal of Rubbish; Cleaning of Common Areas. In no event shall any materials or bags of rubbish be placed or stored in the common areas of the building or outside the building or in its environs and nor shall any "street containers" or "dumpsters" for the storage of rubbish be placed, maintained or stored outside the building or in its environs without the Corporation's prior written consent on such terms and conditions as the Corporation may prescribe. Removal of rubbish shall be allowed only as instructed by the superintendent. It is the Shareholder's responsibility to have all rubbish, discarded equipment, empty packing cartons and other materials removed from the building and its environs by way of the freight elevator at the Shareholder's own expense. If, in the Corporation's discretion, the Shareholder has failed to remove the rubbish to the Corporation's satisfaction, the Corporation may have it removed and the Shareholder will be responsible to the Corporation for any and all costs and expenses incurred, which amounts shall be due as additional rent under the Lease. All rubbish shall be removed at the end of every working day in covered containers and shall be supervised by the Contractor. The service entrance will be vacuumed, cleaned and mopped, as necessary, by the Contractor's personnel at the end of each work day. Following removal of rubbish, any areas in or around the building soiled in the course of such removal shall be thoroughly cleaned.

25. Payment of Fines. The Shareholder shall be responsible for any sanitation or other fines which may be assessed against the building by reason of the Shareholder's materials or rubbish, or for any other reason.

26. Use of Service Elevators. The Shareholder recognizes that only the service elevator or such other elevator designated by the superintendent of the building may be used (a) by the Contractors, (b) to transport any materials or equipment to or from the Apartment, and (c) to remove rubbish from the Apartment. No materials will be taken on top of any elevator cabs or extend past the elevator cab above the ceiling hatch or as restricted by law. No materials may be hoisted without the written consent of the Managing Agent. The service or other such elevator designated by the superintendent shall be available for such purposes only at such times as the superintendent of the building may direct and may be limited, depending on other building activities or ongoing alterations. All deliveries should be coordinated with the superintendent. If the convenience of other tenant-shareholders requires that the service elevator or other such elevator designated by the superintendent be operated on any overtime basis, the Shareholder will promptly reimburse the Corporation for any wages or related expenses incurred in connection therewith upon demand. The Shareholder shall also be responsible for any expenses in connection with disconnecting and reconnecting the passenger elevator during the course of the work.

27. Storage of Materials. No materials, including tools, may be stored overnight in the public or common areas of the Building without the Managing Agent's prior written consent and at Contractor's risk. Materials and tools may be left in the Apartment at the Contractor's risk.

28. Security Deposit. As security for the faithful performance and observance by the Shareholder of the terms and conditions of this Alteration Agreement, the Shareholder is concurrently herewith delivering to the Corporation the Shareholder's check payable to the order of the Corporation for a percentage of the cost of the work, as determined by the Board of Directors, as listed in the summary of fees. The proceeds of which may be deposited by the Corporation upon the Corporation's acceptance of this Alteration Agreement. In the event that

H-18

the Shareholder or persons engaged by the Shareholder to perform the alterations cause loss, cost or expense to the Corporation or the Corporation's property, including without limitation any loss, costs or expense arising from or relating to (a) the fees of any architect or engineer engaged by the Corporation to review the plans and specifications or to review from time to time the progress of the Work, (b) the fees of the Corporation's attorneys engaged in the event of the Shareholder's breach or alleged breach of the provisions of this Apartment Alteration Agreement, or otherwise in connection with the Work, (c) damage to the Building, including carpeting, paint or wallpaper in the Building's hallways or to other common areas (including, without limitation, the cost of cleaning, shampooing or repairing the same if soiled or otherwise damaged); (d) damage to any other apartment in the Building, (e) non-refundable fees for Work extended beyond the Completion Date as provided for in paragraph 14 herein, (f) the non-refundable use of facilities fee and/or close-out fee, as provided for in paragraph 14 hereof, (g) the costs and expenses of reviewing the Shareholders's new proposed scope of work, if any, pursuant to paragraph 14 herein, or (h) any other expenses incurred by the Corporation in connection with any complaints or violations of this Alteration Agreement, the Corporation may deduct an appropriate sum from the deposit. The Corporation shall be the sole arbiter in the determination of the charges to be deducted from the deposit.

If the deposit is diminished by one-half of the original amount, the Shareholder shall replenish it to the full amount within three (3) days after the Corporation's demand. The Shareholder agrees that the Corporation may use, apply or retain the whole or any part of the security so deposited to the extent required or permitted hereunder.

If the Shareholder shall comply with all of the terms and conditions of this Apartment Alteration Agreement, the Shareholder understands that the security deposit or remaining balance thereof shall be promptly returned to the Shareholder after: completion of the Work; a statement, in a form acceptable to the Corporation, from the Shareholder's architect who signed the Shareholder's original plans that the Work has been completed in accordance with the approved plans and specifications and complies with all applicable laws; inspection of the Apartment by the Building Superintendent and the Corporation's Reviewing Architect; delivery to the Corporation of two (2) sets of as-built plans showing all building risers; copies of all Work permit close-out documentation filed with The New York City Department of Buildings; release of liens from Contractors; receipt of an amended Certificate of Occupancy, if required, a completed EPA Sample Renovation and Record-Keeping Checklist (Rider 4); and receipt of a final sign off and close out with the Bureau of Electrical Control, if required.

29. Asbestos Removal. (a) The Shareholder hereby agrees to do the following prior to the commencement of the work:

A. At the Shareholder's expense, retain an asbestos investigator to inspect the areas to be renovated to determine the existence and possible disturbance of any ACM.

B. If, in the Corporation's sole opinion, based upon the results of the review or investigation, no abatement work is required, the Shareholder will be entitled to commence the Shareholder's alteration work, subject to the requirements of this Alteration Agreement.

C. In conjunction with the work, at the sole discretion of the Corporation, the shareholder will remove asbestos containing material from building risers, at shareholder expense.

D. If, in the Corporation's sole opinion, the review or investigation reveals that abatement work is required, the Shareholder will proceed as follows:

H-19

**Alteration Agreement**  
640 PARK AVENUE



(i) The Shareholder will retain such consultant(s) and contractor(s) to encapsulate, enclose, treat or otherwise abate, as appropriate, all friable ACM. Said abatement, as well as the removal, hauling and disposal of the ACM shall be performed in conformance with all federal, state, and local laws and regulations.

(ii) In connection with such abatement work, the Shareholder will furnish the Corporation with copies of all reports and tests that are required by applicable laws and regulations, and with a copy of the final report which is to be provided by the Shareholder's asbestos consultant.

C. In addition, the Shareholder agrees to indemnify the Corporation for any loss, cost, expense (including without limitation attorneys' fees and disbursements), damages, liabilities or fines arising (i) from any failure by the Shareholder or any consultant or contractor retained by the Shareholder to fully conform to all of the foregoing or (ii) in the defense of any suit, action, claim or violation in connection with the abatement work.

D. The Shareholder's contractors shall obtain, in addition the insurance required under Paragraph 1(g) of this Agreement, hazardous material transportation liability insurance with limits not less than \$2,000,000 for bodily injury and property damage. The Shareholder's contractors shall obtain such a policy or arrange for the Corporation, its officers, directors and the Managing Agent, to be named as additional named insureds on the policy of the contractors' waste transporter. Such policy shall specifically cover all claims and groups of people who might bring claims relating to asbestos.

30. Sound Insulation. The Shareholder agrees that no granite, ceramic tile, marble or similar hard-surfaced flooring will be installed except in the kitchen, bath and entry foyer. Carpeting and heavy duty padding must cover at least 80% of the floor space, excluding kitchen, bath and entry foyer, when the work has been completed. The Shareholder agrees that the Shareholder shall, at the Shareholder's sole cost and expense, install acoustical attenuation and sound proofing materials in and under new or suspended ceilings and within new floors and/or walls in the Apartment, as specified and directed by the Corporation's Reviewing Architect in his sole and absolute discretion. The Shareholder agrees to take all precautions to prevent any completed alteration from creating a "noisy" or disturbing condition to any other shareholder.

31. Footprint of Rooms. Unless approved in writing by the Corporation, the Shareholders agrees that no work shall be done that will change the "footprints of the building" i.e., no noisy room such as a kitchen may be relocated above a quiet room such as a bedroom. In no event may any "wet" use such as a bathroom, kitchen or laundry room be relocated over a "dry" or "quiet" use of the floor below. When ceilings or floors are demolished, all exposed ceiling and floor slabs shall be inspected for holes, penetrations, voids or cracks and, if any such conditions are found, they shall be made fire-safe and smoke-safe.

32. Window Replacement. (a) All replacement windows, unless otherwise approved by the Corporation, shall conform in color, style and dimensions to the original window configuration of the building as initially built and notwithstanding such approval shall be subject to the approval, if required of any federal, state or local laws, rules, orders or regulations of any governmental agency having jurisdiction, including the New York City Landmarks Commission, over the replacement of windows in the building. Prior to the installation of any replacement window, the Shareholder shall submit for the approval of the Corporation all installation specifications and no replacement window shall be installed without the approval of the

H-20

Corporation. If a consent, permit or approval is required from any governmental agency to lawfully perform such window installation, the Shareholder shall first obtain such consent, permit or approval and provide a copy of such consent to the Corporation before proceeding with such installation. The Shareholder and the Shareholder's heirs, assigns and successors-in-interest shall be responsible for any and all damage caused by the replacement of any window in the building made by the Shareholder and for the continuing maintenance, repair and replacement of such windows.

(b) The installation of replacement windows must be in accordance with the following specifications and as directed by the reviewing architect:

(i) All windows to be replaced to the masonry opening, fully waterproofed, set true and plumbed and anchored to masonry;

(ii) public spaces including courtyards and the sidewalk below shall be protected at all times.

(iii) The shareholder agrees that cleaning windows is solely and exclusively the responsibility of the shareholder and shall fully protect the Corporation from all claims. Additionally, any window washing requires submission to the managing agent of insurance and vendor acceptance.

33. Penetration of Walls. Exterior brick walls shall not be penetrated for any purpose other than installation of through-the-wall air conditioning units, which shall only be permitted upon the Corporation's approval, at its sole discretion, of plans and specifications for same. Exterior limestone walls and decorative elements including but not limited to terracotta, stone work shall not be penetrated for any purpose whatsoever.

34. Procedures for Installation of Hard Floor Surfaces.

A. New Finished Wood Flooring including a resilient underlayment to comply with the building architect guidelines, at his sole discretion, in consultation with the managing agent.

B. Stone or Tile Flooring including a resilient underlayment to comply with the building architect guidelines, at his sole discretion, in consultation with the managing agent.

35. Installation of Air Conditioning Sleeves. No air-conditioning unit shall be installed or replaced except in compliance with the following:

(a) When existing air conditioning units are replaced, replace the sleeve to conform with building standards. The installation of any air-conditioning unit shall be made secure, weather tight and water tight and in such manner as to create no disturbance, nuisance or damage due to noise, vibration, air or water leakage or other cause and shall be insulated on the exterior of the building.

(b) Any permission granted to install an air-conditioning unit shall not be deemed a license or easement and is revocable by the Corporation at any time on written notice in the event of a violation by the Shareholder of any of the provisions of this Alteration Agreement or if required by any applicable federal, state or local laws, rules, orders or regulations of any governmental agency having jurisdiction.

H-21

**Alteration Agreement**  
640 PARK AVENUE



(c) The Shareholder recognizes that there will be 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 the Shareholder may install.

(d) All required consents, approvals and permits from all federal, state and local agencies or departments, including the New York City Landmarks Commissions, having jurisdiction shall be obtained and provided to the Managing Agent before any through-the-wall air conditioning unit is installed. All combination heating/air conditioning units shall be compatible with the building's existing heating system and cycle.

(e) Any installation of central air conditioning shall not provide excessive noise or vibration made by such equipment as determined by the reviewing architect. The Shareholder agrees to take all precautions to prevent any "noisy" or disturbing condition to other Shareholders. The Shareholder further agrees that if the Corporation determines in its reasonable discretion, based upon shareholder complaints, that the equipment has created a "noisy" or disturbing condition, the Shareholder shall take all steps, at its sole cost and expense, to repair or remove (if necessary) the equipment to alleviate the disturbing condition. No part of any central air conditioning unit may be mounted on the exterior of building walls or terraces.

(f) The installation of any through-the-wall air-conditioning unit shall include a complete waterproofing system including membrane at floor level for each existing or new air-conditioning unit, constructed as per building standards.

In the event the installation of any through-the-wall air conditioning units require the removal of the radiator, the branch steam piping must be removed and capped at the riser.

(g) **Where work affects the exterior of the building, public spaces including courtyards and the sidewalk below shall be protected at all times.**

36. Plumbing, Heating and Gas. The following shall apply to any alterations to the plumbing, heating and gas systems:

(a) For work involving the building's **plumbing, heating and gas systems**, the Corporation will require shareholders to **select vendors from a list of designated vendors.**

(b) All new copper piping shall be properly separated from piping of dissimilar material to prevent galvanic corrosion.

(c) Where new plumbing fixtures or gas pipe systems are installed and where any part of any existing plumbing fixture or gas pipe system is altered, all new roughing and conveniently located shut-off valves will be easily accessible, the Shareholder shall be responsible for locating and testing all plumbing shut-off valves, and all branch plumbing from the riser to the new fixtures must be replaced by the Shareholder. All steam traps must be replaced by Shareholder. The Shareholder will not, without the Corporation's prior approval, enclose or obstruct access to the existing heat or water pipes, valves or other equipment not presently enclosed. No plumbing or heating risers may be relocated without the Corporations specific written consent. In any event, whether or not approval is granted, the Corporation shall have the right to remove any impediments to access to such heat or water pipes, valves and equipment for the purpose

H-22

of repair or any other purpose, and the Shareholder shall pay any expenses the Corporation may incur in removing these impediments, and shall assume all costs of restoring the same.

(d) The Shareholder agrees that the Shareholder and the Shareholder's successor-in-interest shall assume full responsibility for the future repair and maintenance of the plumbing lines located in the Apartment and any equipment installed as part of the work. The Shareholder further agrees that the Shareholder and the Shareholder's successor-in-interest shall bear any and all costs for any plumbing leaks or other conditions which cause damage to the Adjacent Premises or other apartments in the building, if such leakage or damage results from the work or the equipment installed as part of the work.

(e) The details of all plumbing installations, including materials and methods of installation, shall be noted on the plans and specifications for the work and subject to the Corporation's approval.

(f) The details of all radiator enclosures shall be designed to allow access to radiators and valves. Any such radiator enclosure must be easily removed.

(g) All water supply lines will be fed through walls and not floors.

(h) If any alteration to the heating system fails to supply adequate heat, the Shareholder shall be responsible for any supplemental heating.

(i) No penetration will be made through existing shafts for the installation of pipes, conduits or other utilities.

(j) The Shareholder's architect or engineer shall be responsible for supervising the water testing of new shower installations prior to applying finishes.

(k) Gas Integrity Test: All work to start after an existing valve inside the apartment, after the meter. Provide an integrity test before starting for any work after the valve. File all gas work with the Department of Buildings (and Con Edison if required.) The proposed loads and the scope of work shall not adversely impact the existing gas riser or other building services.

(l) Nor shall the Shareholder perform any alterations which would entail cutting into the floor or ceiling slab of the Apartment or exterior walls or demising walls.

37. Appliances. (a) No jacuzzi/whirlpool tub, sauna, steam room, steam showers, steam units, garbage disposal unit, cooking wok, kiln or similar oven not for cooking purposes shall be installed.

(b) 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.

H-23

# Alteration Agreement

640 PARK AVENUE



(c) No portable dishwasher or clothes washer shall be installed in the Building. All appliances must be installed directly into the Building's plumbing systems and installation must be approved by the Corporation's consulting architect.

(d) All appliances shall be properly vented. Venting details shall appear on the plans.

(e) 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.

38. Changes in Electric Service. No alteration work which will affect the electric service or relocation of any electric riser to any apartment shall be permitted unless and until a proposed electrical plan is submitted to and approved by the Corporation's architect and/or a consulting engineer of the architect's choice. For work involving the building's electrical systems, the Corporation will require shareholders to select vendors from a list of designated vendors. No additional electric service will be brought in without the Corporation's approval. If such approval is granted, the Shareholder agrees to pay to the Corporation a one-time fee of for such additional electric service. Any major electrical modifications or rewiring must be accompanied by a separate electrical riser and separate metering and load calculations approved by the Corporation. If a new riser is installed, all existing wiring replaced by such riser must be removed from the basement level to the apartment, and the Shareholder must repair all damage caused by such removal, including but not limited to, all plastering and painting. The location and run of any electric conduit or any new panel in the basement must be coordinated with the superintendent. The Shareholder agrees to bear all professional fees associated with any review, correction or amendment to the proposed electrical plan done by the Corporation's architect and/or a consulting engineer of the architect's choice.

39. Apartment Transfers. If, after making any alterations or installing any equipment referred to herein, the Shareholder shall seek to transfer the corporate shares allocated to the Apartment and the proprietary lease appurtenant thereto, as a condition prior thereto, the Shareholder shall provide the Corporation with an agreement by the Shareholder's transferee, in the form of Exhibit D annexed hereto, to assume all of the Shareholder's obligations hereunder, including the Shareholder's continuing obligations and understandings expressed herein.

40. Payment of Expenses; Discharge of Mechanics' Liens. The Shareholder will bear the entire cost of alterations and installations and pay all bills incurred in connection therewith, not later than thirty days after completion of the work. If any mechanic's liens be filed for work claimed to have been done or materials alleged to have been supplied, the Shareholder shall cause such liens to be discharged of record within ten days after such filing. If the Shareholder fails to do so, the Corporation may exercise any or all of the Corporation's rights and remedies under the Lease or this Agreement, including, in its sole discretion, pay such lien, bond such lien or take any other action to discharge such lien. In such event, within ten (10) days of a written demand by the Corporation, the Shareholder shall pay to the Corporation all amounts, plus interest from the date of payment by the Corporation at the highest New York State statutory rate for interest on judgments, paid or incurred by the Corporation, including but not limited to attorneys fees and disbursements and bond premiums. If the Shareholder fails to timely make such payment, such sums shall be deemed to be and paid as Additional Rent under the Lease.

H-24

41. Completion of Work; Amendments to Certificate of Occupancy. No work is permitted requiring an amended Certificate of Occupancy for the building.

42. No Opinion/No Reliance. The Shareholder recognizes that, by granting consent to the work, and authorizing Shareholder's LPC and/or DOB filings, the Corporation does not profess to express any opinion as to the design, feasibility or efficiency of the work. In no event shall any approval or consent granted hereunder be construed to relieve the Shareholder from any responsibility or obligation contained herein or impose any liability on the Corporation with respect to the work or Shareholder's LPC or DOB filings. The Shareholder acknowledges and agrees that no reliance may be placed by the Shareholder on the Corporation's architect or engineer designated pursuant to paragraph 3 of this Agreement with regard to the design, feasibility, compliance with applicable laws or building codes, efficiency of the work or Shareholder's obligations hereunder. Notwithstanding anything to the contrary contained herein, neither this Agreement nor the Corporation's consent to the making of alterations shall in any way be construed as giving the Shareholder any right to either: (i) perform any Work or enter into an agreement for the performance of any Work in; or (ii) obtain the right of access to any other apartment or any terrace, balcony or any common area in the Building, in connection with the performance of the Work contemplated hereby. The Shareholder must obtain the consent of other shareholders if entry and/or access to their apartment, balcony or terrace is desired to complete the authorized Work and the consent of the Corporation if access to Building common areas is desired.

43. Failure to Comply. The Shareholder's failure to comply with any of the provisions hereof shall be deemed a breach of the provisions of the Lease, pursuant to which the Corporation's consent has been granted, and, in addition to all other rights, the Corporation may suspend all work and prevent workmen from entering the building and/or the Apartment for any purpose, except that if they are accompanied by a member of the building's staff they may remove their tools or equipment. In such event, the Corporation may also revoke the Corporation's permission for the Shareholder to undertake the alterations. The Shareholder hereby authorizes the Corporation's engineers, architects, inspectors or other agents to inspect the progress of the work, without notice, at any time while workers are in the Apartment and within a reasonable period after completion of the work.

44. Correction of Work. The Shareholder shall promptly correct all work rejected by the Corporation as (a) defective, (b) failing to conform to this Alteration Agreement the Shareholder's LPC and/or DOB filings authorized by the Corporation, performed pursuant to a DOB filing or Work permit issued that was not authorized in advance and in writing by the Corporation, or the laws, rules, orders or regulations of any governmental authority having jurisdiction over the building or (c) creating any violation of any policy of any insurance carrier, whether or not such work is fabricated, installed or completed. The Shareholder shall bear all costs of correcting such rejected work, including compensation for the additional services of any architect or engineer engaged by the Corporation pursuant to the terms hereof made necessary thereby.

45. Release and Waiver of Claims. Shareholder releases the Corporation, its directors, officers, and shareholders, and its Managing Agent, its managers and members from any and all liability for loss or damage to any of Shareholder's property which may result from or be in any way connected with the Work, provided however that nothing in this paragraph, nor in this Agreement, shall indemnify or hold harmless the Corporation against legal liability it might otherwise have for damage arising out of bodily injury to persons or damage to property contributed to or caused by or resulting from the negligence of the Corporation, its agents, servants or employees, whether such negligence be in whole or in part.

H-25

# Alteration Agreement

640 PARK AVENUE



Shareholder hereby waives any claims which Shareholder may now or hereafter have against the Corporation or Managing Agent, and their respective former, current and future directors, officers, and shareholders based upon the interruption or suspension of the Work by the Corporation regardless of the reason for such interruption or suspension.

46. Additional Rent. The Shareholder agrees that all amounts, fees, penalties and expenses incurred by the Corporation and/or required to be paid by the Shareholder pursuant to this Agreement shall be considered additional rent or maintenance pursuant to the Lease.

47. Security Procedures. The Shareholder acknowledges that the Shareholder has been advised that no workmen will be permitted in the building without the express, prior authorization of an authorized representative of the Corporation. The Shareholder must provide the superintendent with a list of the workmen expected to be admitted to the building including name, address and social security numbers and type of work they are to perform. All workmen must have proper photo identification. It is the Contractor's responsibility to ensure that an English speaking foreman or supervisor is at all times on site. The Shareholder further acknowledges that, prior to entering and exiting the building each day, the Shareholder's workmen will be required to sign in and out of a daily log which shall be the responsibility of the Shareholder or Contractor. All workmen must be advised that use of the service stair is prohibited.

48. Conduct of Workmen. At no time during the approved construction period will a radio, tape player, compact disc player, television or similar noise-producing device be used in the Apartment or common areas. No workmen may lounge or smoke in the building including in the common areas nor on the sidewalks directly adjacent to the building. Shareholder must provide bathroom facilities as well as a working slop sink for use by workers within the Apartment. Workers may not use bathroom facilities sinks in any other part of the Building.

49. No Amendment. This Agreement may not be changed orally. This Agreement shall be binding on the Corporation, the Shareholder and our personal representatives and authorized assigns.

50. Agreement Not Binding. This Agreement shall have no force or effect until (a) this Agreement has been executed by an officer of the Corporation (b) the Shareholder's filings with the LPC and/or the DOB are authorized by the Corporation and its Reviewing Architect, and (c) the Corporation has received all documents pertaining to the work. The Shareholder acknowledges that the Managing Agent has no authority to execute or approve this Agreement or to waive any provisions thereof. Any deviation from the work approved in this Agreement shall void in its entirety the permission granted hereby.

51. Notices. Except as otherwise expressly provided for herein, all notices hereunder shall be in writing and sent by registered or certified mail, return receipt requested, addressed to the shareholder at the building and addressed to the President and Vice President of the Corporation at the building with a duplicate notice addressed to the Corporation in care of the Managing Agent. Notices hereunder shall be deemed given on the date when mailed.

52. Contractor Licensing. A law concerning home improvement contracts went into effect in New York State on March 1, 1998. The provisions of this law apply to all home improvement contracts for more than \$500.00 and address the issues of required licensing, contracts and the conduct of the contractor's business operations. The Attorney General is responsible for enforcement of this law and information may be obtained by contacting the Attorney General's Office at: New York Department of Law, Bureau of Consumer Frauds and

H-26

Protection, 120 Broadway, 3rd Floor, New York, New York 10271, Tel: (212) 341-2000 or (212) 341-2314.

53. Completed Alteration. The Shareholder agrees to take all precautions to prevent any completed apartment alteration from creating a "noisy" or disturbing condition to any other shareholder. The Shareholder further agrees that, if despite preventive measures to avoid "noisy" and disturbing conditions to other shareholders, the Corporation determines in its reasonable discretion, based upon shareholder complaints, that the apartment alteration has created a "noisy" or disturbing condition, the Shareholder shall take all steps, at its sole cost and expense, to repair or remove (if necessary) the alteration to alleviate the disturbing condition.

54. No Third-Party Beneficiaries. No person or entity not a party to this Agreement, including any other shareholder in the Corporation shall be deemed a third party beneficiary hereunder nor, in pursuing any claims against the Shareholder or the Corporation that are parties to this Apartment Alteration Agreement, shall this Agreement form the basis for any claim by any person or entity not a party to this Agreement.

55. No Waiver. No waiver or delay in the enforcement of any provision, condition and/or covenant of this Alteration Agreement by the Corporation or Shareholder shall be deemed to imply and/or constitute a further waiver of the same or any other provision, condition and/or covenant of this Agreement.

56. New York Law. This Apartment Alteration Agreement shall be construed in accordance with the laws of New York and any action or proceeding arising out of or in any way connected with this Agreement may only be brought in a New York State court, venued in the County of New York.

57. Entire Agreement. This Agreement supersedes any and all prior and/or concurrent representations, promises, understandings and agreements, oral and/or written, between the Shareholder and the Corporation, its shareholders, officers, directors, agents, employees, independent contractors and professionals and constitutes the entire Agreement between the Shareholder and the Corporation and shall not be modified, amended and/or changed in any way except by written agreement signed by the Corporation and the Shareholder.

58. Severability. If any provision of this Apartment Alteration Agreement be adjudged void, voidable and/or illegal, such adjudication shall not affect the enforceability of the remaining provisions thereof.

59. Payment of Fees and Consideration. Shareholder acknowledges and agrees that it has entered into this Agreement freely and independently, having consulted with such counsel and advisors as Shareholder deems advisable. Shareholder further acknowledges and agrees that upon commencement by Shareholder of the Work, Shareholder thereby releases the Corporation from any claims for or in any way related to Shareholder's payment of fees, deposits or other monies paid or payable hereunder.

60. No Other Fees or Gratuities. Except as provided for herein, no other fees (and no gratuities and/or other payments) are required or expected to be paid to the Corporation, its employees or agents in connection with the performance or approval of the Work. If any such payments are solicited, the Shareholder should report same to an officer of the Corporation.

H-27

**Alteration Agreement**  
640 PARK AVENUE



61. Waiver of Jury Trial. In any dispute regarding, arising out of or in any way connected with this Agreement or the Work, the parties mutually waive any right to a trial by jury.
62. No Personal Liability of the Corporation’s Officers, Directors or Agents. The Corporation’s current, past and future officers, directors or agents, in their capacity as such, shall have no personal liability to the Shareholder for damages for any alleged breach of duty to the Shareholder in connection with or in any way related to the Work or this Apartment Alteration Agreement.
63. List of Fees and Penalty Schedule:
- (a) Use of Facilities Fee: Shareholder shall pay to the Corporation a \$2,000 use-of-facilities fee for each calendar month, or portion thereof, that the work takes place. This is to allow the Corporation to address the demands on building staff and management and prevent interruption to normal building services, as well as the extraordinary wear and tear on the building’s physical plant, including service elevators.
- (b) Major Renovation: As determined by the reviewing architect and the managing agent, completely replacing bathrooms, kitchen, laundry spaces including extensive floor, wall and ceiling work.
- i. A time frame for the substantial completion of the work is limited to twelve (12) calendar months.
- ii. \$75,000 deposit or 10% of the total cost of construction, whichever is greater.
- (c) Minor Renovation: As determined by the reviewing architect and the managing agent, limited to replacement of selected, but not all, bathrooms, kitchen, and laundry spaces.
- i. A time frame for the substantial completion of the work is limited to six (6) calendar months.
- ii. \$25,000 deposit or 20% of the total cost of construction, whichever is greater.
- (d) Decorator’s Agreement: As determined by the reviewing architect and the managing agent, limited to replacement of carpet, paint, wallpaper.
- i. A time frame for the substantial completion of the work is limited to three (3) calendar months.
- ii. \$5,000 deposit or 20% of the total cost of construction, whichever is greater.
- (e) Punch List Work: No work other than decorative work, such as painting, wallpapering or carpeting that is included in the board approved work may be continued beyond the Completion Date without the Corporation’s specific written consent. No monthly fee.

H-28

- (f) Extension of Schedule: Any extension of the permitted schedule shall be approved by the Corporation prior to continuing the work.
- i. \$1,000 per day use-of-facilities fee for the first three (3) months, and \$2,000 per day thereafter.
- (g) Additional Building Staff: If in the Corporation’s sole discretion that additional building staff is required, the shareholder will be charged for the additional staffing.
- (h) Electrical Upgrade: \$40 per amp for the total design load of the apartment or the size of the basement switch breaker for the apartment , whichever is greater.
- (i) Water Shutdown(s): \$1,000 per shutdown.
- (j) Close-out Fee. The monthly fees will continue for each calendar month or portion thereof until such close-out documents have been approved by DOB and the Bureau of Electrical Control and submitted to the Managing Agent.
- (k) Payment of Fines. The Shareholder shall be responsible for any sanitation or other fines which may be assessed against the building by reason of the Shareholder’s materials or rubbish, or for any other reason. Such amounts shall be billed to the Shareholder on a monthly basis and shall be deemed additional rent under the Lease. The Shareholder further hereby authorizes the Corporation to pay such from the deposit held by the Corporation pursuant to paragraph 28 hereof.

64. Headings. The captions and titles in this Agreement are for convenience only and shall not be construed as part of this Agreement.

**EXHIBITS A-H ARE ATTACHED HERETO AND MADE A PART HEREOF**

Very truly yours,

\_\_\_\_\_

Shareholder

Shareholder

PERMISSION GRANTED AND  
RECEIPT OF SECURITY DEPOSIT OF  
\$\_\_\_\_\_ ACKNOWLEDGED

**640 Park Avenue Corporation**

By: \_\_\_\_\_  
Name:  
Title:

H-29

# Alteration Agreement

640 PARK AVENUE



## ALTERATION CHECKLIST

The following information must be provided to Brown Harris Stevens Residential Management LLC in order for the alteration to proceed. Failure to provide the same may result in a delay in processing of the alteration application or the commencement or continuation of the work.

Item	Date Submitted
1. Alteration Application	
2. Executed Alteration Agreement	
3. Letters from Contractor(s) and Subcontractor(s)	
4. List of Contractors and Subcontractors and license Information	
5. Contracts with Contractors and Subcontractors	
6. Evidence of Contractors' and Subcontractors' Insurance	
7. Evidence of Contractors' and Subcontractors' Lead-Based Paint Remediation Certification	
8. Schedule for work	
9. Schedule of deliveries	
10. Building Permits	
11. Letter to Neighboring Shareholders	
12. Security Deposit	
13. Application Fees	
\$__ payable to Brown Harris Stevens Residential Management LLC	
\$__ payable to 640 Park Avenue Corporation	
14. Revisions to Plans	
15. Amendments to Contracts	

H-30

Item	Date Submitted
16. Revisions to Schedule of Work	
17. Revisions to Schedule of Deliveries	
18. Amended Certificate of Occupancy	
19. Certificate of Board of Fire Underwriters	
20. Architect's Statement of Compliance with Plans	

H-31

# Alteration Agreement



**EXHIBIT B**  
**[ON CONTRACTOR’S LETTERHEAD]**

Date:

640 Park Avenue Corporation  
c/o Brown Harris Stevens Residential Management, LLC  
770 Lexington Avenue  
New York, New York 10065

Re: Apartment # \_\_\_\_\_  
640 Park Avenue  
New York, New York 10065

Dear Sir/Madam:

This letter will confirm that the undersigned has (i) reviewed and fully understood the terms and provisions of an Alteration Agreement dated \_\_\_\_\_, (the “Agreement”) between 640 Park Avenue Corporation (the “Corporation”) and the Shareholder and (ii) agrees to abide by the terms of the Agreement and the rules and regulations of the Corporation from time to time in effect.

The undersigned hereby represents that all insurance that Contractor is required to provide under this Agreement is in full force and effect, the policy limits shown on the insurance certificates provided to the Corporation are available and have not been and will not be reduced by prior or later claims and that the policies comply with the requirements of paragraph 1 of this Agreement.

The undersigned further agrees that it will not make any claim against, or seek to recover from (a) the Corporation, its directors and/or officers, agents (including the Managing Agent), or (b) the Corporation’s shareholders’ servants, directors, officers, agents, partners, guests, licensees, invitees, tenants or employees (each an “Indemnified Party” and collectively, the “Indemnified Parties”) for any damage to persons or property by the perils within the scope of the policies described in the Agreement unless the loss or damage is due solely to the negligence of that Indemnified Party.

The undersigned further agrees to defend, indemnify and hold harmless the Indemnified Parties and all other occupants of the Building, against any and all liability, including legal costs and expenses on account of loss of life or injury to any person or damage to property, happening in or arising out of or in any way relating to the performance of the Work. This agreement to indemnify specifically contemplates full indemnity in the event of liability imposed against the Indemnified Parties, or any of them, without negligence and solely by reason of statute, operation of law or otherwise, and partial indemnity in the event of any actual negligence on the part of an Indemnified Party either causing or contributing to the underlying claim. In that event, indemnification will be limited to any liability imposed over and above that percentage attributable to actual fault, whether by statute, by operation of law or otherwise, except as limited herein, provided however that nothing in this paragraph, letter or Agreement, shall indemnify or hold harmless the Corporation against legal liability it may otherwise have for damage arising out of bodily injury to persons or damage to property contributed to or caused by or resulting

H-32

from the negligence of the Corporation, its agents, servants or employees, whether such negligence be in whole or in part.

The undersigned further agrees that it will perform the Work in compliance with all applicable laws, rules, orders and governmental regulations, , including, but not limited to, the New York City Noise Control Code, as amended, and the Law, regulations and procedures defined and detailed in Exhibits D and H of this Agreement.

Sincerely,

[Name of Contractor]

By: \_\_\_\_\_  
Name:  
Title:  
Telephone No.  
Fax No.  
Cell Phone No.

H-33



EXHIBIT C

TO: [Addressed to the shareholders or residents of the apartments adjacent to, and immediately above and below, the Shareholder’s apartment]

DEAR \_\_\_\_\_:

In accordance with the Alteration Agreement between me and **640 Park Avenue Corporation** (the “Corporation”) covering the alterations to be performed in apartment \_\_\_\_, you are advised as follows:

- 1. Alterations will be performed in apartment \_\_\_\_ commencing on or about \_\_\_\_\_. The Alteration Agreement with the Corporation permits me an aggregate of \_\_\_\_ days to complete the alterations.
- 2. I hereby agree to indemnify you for any damage whatsoever to your apartment caused by the alterations performed in my apartment as determined by the Corporation’s architect. I agree to pay the reasonable cost of repair of such damage. At your option, such repair may be performed, at my expense, by contractors of your choice or by my contractors.
- 3. In order to take advantage of the foregoing indemnification, you must permit my designated representatives to inspect your apartment prior to the commencement of my alterations. Please call me at \_\_\_\_\_ to arrange the inspection. You may have your own architect or other representative at the inspection to take photographs and record the condition of your apartment. You must also permit my designated representative to inspect any damage you claim my alterations have caused.

Very truly yours,

\_\_\_\_\_  
Shareholder

Apartment No.: \_\_\_\_\_

Date: \_\_\_\_\_

EXHIBIT D

DEMOLITION

The Shareholder agrees to give the building superintendent, the Managing Agent and the owner of Adjacent Premises telephone notice at least three (3) working days prior to the date any demolition is scheduled to commence. The Shareholder acknowledges that any and all demolition work will be done only between the hours of 10:00 a.m. and 4:00 p.m. and must be completed within five (5) consecutive working days from its commencement unless otherwise approved in writing by the Corporation. The Shareholder further agrees to cause its Contractor and/or workers to comply in all respects with the requirements set forth in paragraph 11 hereof, (Floor Surfaces, Dust Infiltration and Containment, Lead Based Paint) and Exhibit H hereto including but not limited to Shareholder’s obligation to comply with all federal, state and local laws, and implementing regulations, regarding lead-based paint hazards and to indemnify the corporation, its directors and officers for any violation thereof. The Shareholder understands that such demolition work or any work may be halted at any time if, in the Corporation’s sole discretion, the Corporation shall determine that such work is excessively noisy or creates undue hardship for any other shareholder(s) or occupants; however, the Shareholder may recommence the work if the Shareholder ameliorates such situation.

DUST MAINTENANCE PROCEDURES

In connection with any demolition, the Shareholder shall comply, and cause its contractors/workers to comply, with the following procedures or as required by good practice:

I. Equipment

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.

II. 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 In extreme dust situations, at the discretion of the managing agent or superintendent, a dust control enclosure shall be constructed at the entrance to the work area. The dust control enclosure 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.

C. Install an exhaust fan, which must develop not less than 0.125% static pressure, 8-Micron filtered, which shall be operated until midnight during the drying of highly volatile paint or staining procedures. \_

D. At the discretion of the Management Agent or Superintendent, non-combustible foam sealant or similar product may be used in pipe chases or other slab penetrations so as to minimize traveling dust or debris.

EXHIBIT E

ASSUMPTION OF APARTMENT 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 640 Park Avenue Corporation, (the “Corporation”), as Lessor, and Assignor, or [her][his] predecessor in interest, as Lessee, for apartment \_\_\_\_ (“Apartment”) in premises known as 640 Park Avenue, New York, New York; 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 the 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 the obligation to maintain and repair, at Assignee's sole expense, the portions or elements of the interior and exterior of the Apartment altered in any way by the Alterations including any structures, additions, fixtures, appliances, or other items installed or built in connection with such Alterations; indemnifies the Corporation, its officers, directors, agents and shareholders from any damage, loss or claim in any way related to the existence of the Alterations; and agrees that if Assignee shall seek to transfer the Lease and shares appurtenant to the Apartment, Assignee shall, as a condition precedent to any such transfer, cause his or her assignor to assume all of Assignees foregoing obligations.

Assignee hereby further ASSUMES AND AGREES TO PERFORM AND COMPLY with all the terms, covenants and conditions of that certain Alteration Agreement between Assignor and the 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 Apartment 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 assume hereby shall be a breach of the Lease.



This Assumption Agreement and all of its provisions shall be binding on Assignee and [his][her] 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 instruments, and duly acknowledged to me that [she][he] executed same.

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

EXHIBIT F

CONTRACTOR’S INSURANCE ENDORSEMENT -  
ADDITIONAL NAMED INSURED

This specific endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

640 Park Avenue Corporation  
its directors and officers  
Brown Harris Stevens Residential Management, LLC  
[Name of Shareholder]

WHO IS AN INSURED (Section II) is amended to included as an additional named insured the person or organization shown in the Schedule, but only with respect to liability arising out of “your Work” for that insured by or for you.

It is further agreed that such insurance as is afforded by this policy for the benefit of the Additional Named Insured shown shall be primary insurance, and any other insurance maintained by the Additional Insured shall be excess and non-contributory, but only as respects any claim, loss or liability arising out of the operations of the Named Insured.

This specific endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Form

The following changes are made to Section IV – Commercial General Liability Conditions:

The following is added to Condition 4. Other Insurance as subparagraph d. Additional Insured:

- d. Additional Named Insured  
Where you have entered into a written contract or agreement to name a person or organization as an additional named insured under this coverage part and that written contract or agreement requires this insurance to be primary and noncontributory, we will not seek contribution from any other insurance unless the “Amendment of Other Insurance Condition” CG 00 55 03 97 endorsement applies.



**EXHIBIT G**

**SHAREHOLDER INDEMNIFICATION AND REPRESENTATION  
LETTER – NYC DOB REQUIREMENTS, INCLUDING FORMS  
PW1 AND PW3; LPC FILINGS**

640 Park Avenue Corporation  
640 Park Avenue  
New York, NY 10065

Re: Apartment # \_\_\_\_  
640 Park Avenue  
New York, NY 10065

Dear Sir/Madam:

This letter will confirm that the Shareholder has (i) reviewed and fully understands the terms and provisions of an Apartment Alteration Agreement dated \_\_\_\_\_, 2012 (the “Agreement”) between 640 Park Avenue Corporation (the “Corporation”) and the Shareholder and (ii) agrees to abide by the terms of the Agreement and the rules and regulations of the Corporation from time to time in effect.

The undersigned further agrees and confirms that it is solely responsible for filing DOB Forms PW1, PW3 and TR-1 and any amendments or supplemental filings related thereto or required by the DOB as owner/applicant of the Apartment, and all LPC filings for permits, provided however that the undersigned shall not file nor cause such forms to be filed without, in each instance, prior written authorization from the Corporation and its architect. The undersigned shall provide to the Corporation and its architect a copy of all DOB and LPC filings made by the Shareholder, within five (5) business days of filing. The undersigned further agrees and confirms that it is solely responsible for the accuracy of the contents of DOB Forms PW1, PW3, all LPC filings, and any supplements or amendments thereto. The undersigned hereby agrees that Form PW1 shall be completed as shown on the sample form attached hereto and that it will not make any claim against, or seek to recover from (a) the Corporation, its directors and officers and agents or (b) the Corporation’s shareholders or such shareholders’ servants, directors, officers, partners, guests, licensees, invitees, tenants or employees (each an “Indemnified Party and collectively, the “Indemnified Parties”) and to fully defend, indemnify, release and hold harmless the Indemnified Parties and all other occupants of the Building against any and all liability, including legal costs and expenses on account of loss of life or injury to any person or damage to property, happening or arising out of or in any way relating to the performance of the Work or the Shareholder’s LPC and/or DOB filings, provided however that nothing in this paragraph, letter or Agreement shall indemnify or hold harmless the Corporation against legal liability it may otherwise have for damage arising out of bodily injury to persons or damage to property contributed to or caused by or resulting from the negligence of the Corporation, its agents, servants or employees, whether such negligence be in whole or in part.

H-40

The undersigned further agrees that it will perform the Work in compliance with all applicable laws, rules, orders and governmental regulations, including, but not limited to, the New York City Noise Control Code, as amended, the Law, regulations and procedures detailed in Exhibits D and H of this Agreement and the terms of the Agreement.

Sincerely,

\_\_\_\_\_  
Shareholder

\_\_\_\_\_  
Shareholder

Date: \_\_\_\_\_

H-41



PW1

PAGE 5

25

Property Owner's Statements and Signatures

Falsification of any statement is a misdemeanor and is punishable by a fine or imprisonment, or both. It is unlawful to give to a city employee, or for a city employee to accept, any benefit, monetary or otherwise, either as a gratuity for properly performing the job or in exchange for special consideration. Violation is punishable by imprisonment or fine or both. I understand that if I am found after hearing to have knowingly or negligently made a false statement or to have knowingly or negligently falsified or allowed to be falsified any certificate, form, signed statement, application, report or certification of the correction of a violation required under the provisions of this code at or a rule of any agency, I may be banned from filing further applications or documents with the Department. Furthermore, I understand that I am responsible for ensuring that a final inspection be performed when the permitted work is complete, and that a satisfactory report of final inspection be submitted, along with all required submittal documents, so that the NYC Department of Buildings may issue a letter of completion or certificate of occupancy within the time prescribed by law.

I have authorized the applicant to file this application for the work specified herein and all future amendments. I will not knowingly authorize any work that is not in compliance with the New York City Energy Conservation Code (NYCECC).

Yes No

☐ ☐ **Fee Deferred Request Statement.**  
I hereby request a fee deferral for the work proposed on this application and understand that **all fees must be paid before issuance of any Certificate of Occupancy or let start up.**

☐ ☐ **Fee Exemption Request Statement**  
In accordance with §26-112.1 of the NYC Administrative Code, I hereby state that the proposed work involves a building or property owned or used exclusively for the purposes indicated in such section.

☐ ☐ **Owner's Certifications Regarding Occupied Housing**  
The site of the building to be altered or demolished, or the site of the new building to be constructed, contains one or more occupied dwelling units that will remain occupied during construction. These occupied dwelling units have been clearly identified on the submitted construction documents.

☐ ☐ The site of the building to be altered or demolished, or the site of the new building to be constructed, contains occupied housing accommodations subject to rent control or rent stabilization under Chapters 3 and 4 of Title 26 of the New York City Administrative Code. If yes, select one of the following:  
☐ The owner is not required to notify the Division of Housing and Community Renewal (DHCR) of the owner's intention to file because the nature and scope of the work proposed, pursuant to DHCR regulations, does not require notification.  
☐ The owner has notified the Division of Housing and Community Renewal (DHCR) of its intention to file such construction documents/apply for such permit and has complied with all requirements imposed by the regulations of such agency as preconditions for such filing/application.  
**Provide date DHCR notified:**

☐ ☐ **Owner's Certification for Adult Establishments**  
I authorize and intend to create, enlarge or extend an establishment with adult activity and/or adult material as defined in ZR §12-10 "adult establishment" or related sign at the subject premises.

☐ ☐ **Owner's Certification for Directive 14 Applications (if applicable)**  
I have read and am fully aware of the applicant's statement that the construction documents submitted and all construction documents related to this application will not require a new or amended Certificate of Occupancy as there is no change in use, exit, or occupancy. Furthermore, I understand that I am responsible for retaining a qualified design professional to perform a final inspection when the permitted work is complete and this professional must submit a satisfactory final inspection report to the NYC Department of Buildings within the time following inspection prescribed by Department rule.

Owner type:  
☐ Individual  
☐ Partnership  
☐ Corporation 26A  
☐ Condo Unit Owner or Co-Op Tenant-shareholder 26A

☐ DCAB  
☐ DOE  
☐ HHC  
☐ HPD  
☐ Other Government

☐ NYCHA  
☐ NYS  
☐ Other Government

Is the owner a non-profit organization? ☐ Yes ☐ No

Name (please print):  
Relationship to Owner: SHAREHOLDER  
Business Name/Agency: OR UNIT OWNER  
Street Address: FILL OUT AND SIGN  
City: HERE State: Zip:  
Telephone Number: Fax:  
E-Mail Address:  
Signature and Date: SIGN HERE

26A Condo/Co-Op Board or Corporation Second Officer:  
Name (please print):  
Title: BOARD OFFICER  
Street Address: FILL OUT AND  
City: SIGN HERE State: Zip:  
Telephone Number: Fax:  
E-Mail Address:  
Signature and Date: SIGN HERE  
\*Signature required for authorized representative of Condo or Co-Op board. Second officer signature not required for corporations.

26B Lessee Responsible for Annual Sign or Marquee Permit  
Name (please print):  
Relationship to Owner:  
Business Name/Agency:  
Street Address:  
City: State: Zip:  
Telephone Number: Fax:  
E-Mail Address:

Internal Use Only

Pre-File Name:

Pre-File Signature: Date:

Cost Estimate: \$

Amount Due: \$ Verified by: Date:

Initial Amount Paid: \$

Balance Due: \$

Stamps, Certifications and Notes:

01/19

EXHIBIT H

LEAD-BASED PAINT/DUST AND DEBRIS CONTAINMENT-  
USE OF EPA CERTIFIED CONTRACTORS AND WORKERS

A. Prior to Commencement of the Work

Prior to commencement of the Work, the Shareholder shall have the Apartment tested for lead-based paint conditions by an Environmental Protection Agency (“EPA”) certified inspector or risk assessor, using an EPA recognized test kit and following the manufacturer’s instructions, and an independent New York State licensed laboratory, and submit the results of same to the Corporation. If lead-based paint conditions are found to be present in the Apartment, or if Shareholder fails to provide the results of such tests to the Corporation, the Shareholder shall comply with all provisions of this Rider 4 detailed below.

Shareholder shall also apply for the exemption from presumption of lead based paint, as provided in Sec. 11-08 of the HPD Rules and furnish the Corporation with a copy of Shareholder’s application and exemption granted by the City of New York.

If the Shareholder: (a) provides to the Corporation test results and a report that a determination has been made by an EPA certified inspector or risk assessor that lead-based paint conditions are not found to be present in any part of the Apartment where Work is to be done, or paint or other surface coating in those components of the Apartment affected by the Work do not contain lead equal to or in excess of 1.0 milligrams/per square centimeter or 0.5% by weight, and (b) applies for and obtains an exemption under Section 11-08 of the HPD Rules and furnishes the Corporation with a copy of such exemption certificate granted by the City of New York, the Shareholder shall be exempt from complying with any further obligations under the EPA Regulations and Rules which became effective in 2010.

In any event, the Shareholder shall cause its Contractors to comply with the Dust Mitigation Procedures set forth in Rider 5 (Demolition) of this Agreement.

B. Work Requirements

If not exempt hereunder, the Shareholder shall cause the Shareholder’s contractors to use only workers who are trained and certified by the EPA in the use of safe work practices and take precautions to prevent the spread of dust and debris which may contain lead. The Shareholder and the Corporation shall receive from the Contractors and each worker copies of their respective photo identification certification cards approved by the EPA and assurances that they have knowledge of lead-based paint hazards, are certified in lead safe practices and they will perform the Work and clean-up the Work in a manner which will avoid creating lead-based paint hazards.

The federal Task Force on Lead-Based Paint Hazard Reduction has recommended certain maintenance practices during the Work, including: (1) limiting access to the Work area to only workers, (2) covering the Work area with six mil polyethylene plastic or equivalent, (3) protecting the workers, (4) protecting the Shareholder’s belongings by covering or removing them from the Work area, (5) wetting the painted surfaces before disturbing the paint and (6) wetting the debris before sweeping. The Shareholder shall cause the Shareholder’s contractor or workers not to use unsafe paint removal practices, including (1) open flame burning, (2) power sanding or sandblasting (unless a special vacuum attachment is used to contain dust), and (3) dry scraping more than a de minimis surface area (de minimis means an area of less than one square

H-43

Alteration Agreement  
640 PARK AVENUE

© ro.ma. roeoesli & maeder gmbh • dipl. architekten eth bsa • rhynauerstrasse 15 • ch-6005 luzern  
093 / 640 PARK AVE. GK RESIDENCE / SCOPE OF WORKS / 200617

49



foot per room). The Shareholder shall cause the Shareholder’s Contractors and/or workers to perform their Work consistently with the recommendations of the Task Force and the requirements detailed on the last page of this Rider 4 and shall upon completion of the Work perform specialized cleaning of the Work area using methods designed to safely remove dust and debris which may contain lead. The Shareholder shall also cause the Shareholder’s Contractor and/or workers to comply with the Dust Mitigation Procedure as set forth in Rider 5 (Demolition) of this Apartment Alteration Agreement and to perform clearance testing, as required on the Checklist on the last page of this Rider 3.

Shareholder and its contractor and subcontractor(s) shall comply as applicable with all federal, state and local laws and implementing regulations, regarding lead-based paint hazards, including without limitation, the New York City Childhood Lead Poisoning Prevention Act of 2003 (New York City Local Law 1 of 2004), Chapter 11 Title 28 of the Rules of the City of New York (the “HPD Rules”), and United States Department of Housing and Urban Development Regulations, 40 Code of Federal Regulations 745 and all EPA requirements (collectively, the “Law”). The Law concern precautions in preventing spreading dust and debris, disclosure, Work rules (including but not limited to the use of only EPA certified Contractors and Workers, if required), testing, notification to other residents, and retention of records by the owner of the Apartment, copies of which must be provided to the Corporation’s Managing Agent. This Rider is intended to and hereby does allocate complete responsibility of owner for compliance with the HPD Rules and the Law and all requirements thereunder as regards the Apartment to the Shareholder. Shareholder hereby releases and agrees to defend, indemnify, and hold harmless the Corporation, its officers, directors and Managing Agent, and all Building residents from any claims or costs arising from their violation of the HPD Rules, the Law, and all other applicable rules and laws regarding lead-based paint hazards with regard to the Apartment, provided, however, that nothing in this paragraph, letter or Agreement shall indemnify or hold harmless the Corporation against legal liability it may otherwise have for damage arising out of bodily injury to persons or damage to property contributed to or caused by or resulting from the negligence of the Corporation, its agents, servants or employees, whether such negligence be in whole or in part.

C. Additional Documentation Requirements

No more than sixty (60) days prior to beginning renovation activities in the Apartment, the contractor shall provide the Shareholder with the Environmental Protection Agency (EPA) pamphlet entitled, Protecting Your Family from Lead in the Home, (the “Pamphlet”). If the Apartment is occupied by other than the Shareholder, the contractor shall provide the occupant with the Pamphlet. The contractor shall be responsible for obtaining the Shareholder’s or the occupant’s written acknowledgment of receipt of the Pamphlet or a certificate of mailing evidencing same. The Shareholder hereby acknowledges that the Corporation has no liability or obligation in connection with this notification requirement of the EPA.

**When the final invoice for the Work is delivered to the Shareholder, or within 30 days of completion of the Work (whichever is earlier), Shareholder shall cause the Contractor to complete and provide the attached completed form,**

**“EPA SAMPLE RENOVATION RECORDKEEPING CHECKLIST,” to the Managing Agent.**

\_\_\_\_\_  
Shareholder

\_\_\_\_\_  
Contractor

H-44

**EPA SAMPLE RENOVATION RECORDKEEPING CHECKLIST**

Name of Firm: \_\_\_\_\_

Date and Location of Renovation: \_\_\_\_\_

Brief Description of Renovation: \_\_\_\_\_

\_\_\_\_\_  
Name of Assigned Renovator: \_\_\_\_\_

Name(s) of Trained Workers, if used: \_\_\_\_\_

\_\_\_\_\_  
Name of Dust Sampling Technician, Inspector, or Risk Assessor: \_\_\_\_\_

- ☐ Copies of renovator and dust sampling technician qualifications (training certificates, certifications) on file.
- ☐ Certified renovator provided training to workers on (check all that apply):
- ☐ Posting warning signs ☐ Setting up plastic containment barriers
- ☐ Maintaining containment ☐ Avoiding spread of dust to adjacent areas
- ☐ Waste handling ☐ Post-renovation cleaning
- ☐ Test kits used by certified renovator to determine whether lead was present on components affected by renovation (identify kits used and describe sampling locations and results):

- ☐ Warning signs posted at entrance to work area.
- ☐ Work area contained to prevent spread of dust and debris
- ☐ All objects in the work area removed or covered (interiors)
- ☐ HVAC ducts in the work area closed and covered (interiors)
- ☐ Windows in the work area closed (interiors)
- ☐ Windows in and within 20 feet of the work area closed (exteriors)
- ☐ Doors in the work area closed and sealed (interiors)
- ☐ Doors in and within 20 feet of the work area closed and sealed (exteriors)
- ☐ Doors that must be used in the work area covered to allow passage but prevent spread of dust
- ☐ Floors in the work area covered with taped-down plastic (interiors)
- ☐ Ground covered by plastic extending 10 feet from work area—plastic anchored to building and weighted down by heavy objects (exteriors)
- ☐ If necessary, vertical containment installed to prevent migration of dust and debris to adjacent property (exteriors)
- ☐ Waste contained on-site and while being transported off-site
- ☐ Work site properly cleaned after renovation
- ☐ All chips and debris picked up, protective sheeting misted, folded dirty side inward, and taped for removal
- ☐ Work area surfaces and objects cleaned using HEPA vacuum and/or wet cloths or mops (interiors)
- ☐ Certified renovator performed post-renovation cleaning verification (describe results, including the number of wet and dry cloths used):
- ☐ If dust clearance testing was performed instead, attach a copy of report.
- ☐ I certify under penalty of law that the above information is true and complete.

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Date

H-45



**EXHIBIT I**

**LOCAL LAW 154 COMPLIANCE**

I \_\_\_\_\_ will comply with all requirements set forth in the Local Law 154 (Tenant Protection Plan) as mandated by NYC DOB. This includes, but is not limited to, applying and completing all permit forms required, notifying DOB 72 hours prior to commencement of work, completing and **providing the Notice attached herein** to building management for distribution, as well as following the protocols required in the Safe Construction Bill of Rights.

Additionally, I agree to be responsible for any penalties, fines, violations the building **(corp./condo)** receives because of non-compliance to this provision. The building also reserves the right to halt any work should compliance to this requirement not be adhered to.

Finally, I will ensure that BHS a copy of all permits, fully executed Safe Construction Bill of Rights and Notice prior to the commencement of work.

Shareholder Name (Printed) \_\_\_\_\_

Shareholder Signature \_\_\_\_\_

Date Executed \_\_\_\_\_