



77 Seventh Avenue  
New York, NY 10011

Re: Alteration Agreement

Dear Shareholder(s):

Pursuant to your request, enclosed please find a copy of an alteration agreement.

Estates submitting alteration applications for approval must submit proof that the work is being done to address an emergency repair condition in the apartment or to prepare the apartment for sale. If the work is being done to prepare the apartment for sale, approval of such application will require the deposit of a \$1,000 escrow to be held by the corporation until it is returned to the estate upon sale.

Kindly complete and return to the undersigned with the following items:

1. Written scope of work (3 copies)
2. Three sets of plans.
3. Refundable damage deposit in the amount of \$1,000.00 made payable to The Vermeer Owners, Inc.
4. As of June 1<sup>st</sup>, 2008, non-refundable processing fee payable to Orsid Realty Corp. as follows:

\$250 for small projects

Such as full replacement of two or more plumbing fixtures (lavatory, bathtub, stall shower construction or shower area retiling) in their existing positions with similar size and style fixtures; demolition of existing tile and installation of new tile in bathroom or kitchen; installation/replacement of cabinetry/counters; installation of new appliances and fixtures with only minor electrical work, new wiring and light fixtures with no electrical panel replacement or increase in total amperage; and replacement of kitchen fixtures and cabinets with no relocation of plumbing lines/fixtures. Only minor/limited partition removal and new construction is permitted.

\$500 for larger projects

Such as removal or construction of any wall or ceiling (or any portion thereof); demolition of existing and/or installation of new flooring; replacement of bathtub with shower; electrical work; plumbing work. Kitchen and bathroom alterations which involve reconfiguration of space (changing cabinetry/counter or fixture locations) and installation of new appliances & plumbing fixtures will be considered major alterations.

\$1000 only applies when shareholders are combining or separating apartments.

5. Non-refundable building service fee made payable to The Vermeer Owners, Inc. based on the following schedule:

- ◆ an initial \$250 for projects up to 30 calendar days in duration
- ◆ an initial \$500.00 for projects from 31 to 90 calendar days in duration
- ◆ additional \$250.00 for next 90 calendar days in duration
- ◆ additional \$750.00 for next 180-360 calendar days in duration
- ◆ additional \$2,500.00 for projects in excess of twelve months in duration
- ◆ additional \$5,000.00 for projects in excess of 2 years in duration

Project length will be calculated from the actual start date to the final completion date as determined by management and staff. If the building service fee or any other fee is not paid by the time that work commences, they will be charged to your maintenance account. If a project runs past the original anticipated completion date and exceeds the time allocated for the fee paid, the appropriate additional fee will be added to your maintenance account.

6. A certificate of insurance from general contractor and all subcontractors evidencing a minimum of \$1,000,000.00 commercial liability naming The Vermeer Owners, Inc., the shareholder (s) and Orsid Realty Corp. as additional insured's. The certificate holder must be "The Vermeer Owners, Inc." Re: (Shareholder last name) Apt #\_\_\_\_, 77 Seventh Avenue, New York, NY 10011. The certificate must also evidence workers compensation insurance.
7. Copy of Electrician and/or Plumbers License (If you are doing any electrical or plumbing work)
8. You agree to pay or reimburse the Corporation all reasonable fees charged to the Corporation by an architect of its choosing for architectural services rendered to the Corporation in connection with examination of plans and/or physical inspection of the work. The current rate as of September 1, 2009 is \$220/per hour; please check with

Donika Dodaj at Orsid's Alterations Review Department at 212-484-3757 for any updates.

Please be reminded that if your scope of work is extensive, the Board will possibly request that the plans be reviewed by the building's architect/engineer. The cost of the review and any field inspections will be billed to you accordingly.

All work will be stopped if it is found that the work being performed is going beyond the scope of the work that was described in the alteration agreement. Contractors and workers **must** check in with the superintendent **prior** to starting work.

Regardless of the type of work being performed, shareholders are responsible for assuring that their work does not result in additional work for building staff or inconvenience to neighbors.

Each day, all common areas, including the hallway and service area, must be cleaned and all material brought downstairs and not left in the service area. No material may be stored in the common areas of the building, especially stairwells and service areas. Any material inappropriately left behind will be discarded and any disposal costs will be charged to your maintenance account.

To further minimize the concern or inconvenience that may arise from construction, the board has asked that you notify neighbors in all apartments in the same corridor of their own floor as well as in the same corridors on the floors directly above and below and any other neighbors who are likely to be disturbed, as to the type of work to be done and the approximate length of time they can expect the job to take. A sample letter has been enclosed for your convenience.

If you have any additional questions, please do not hesitate to call the office at (212) 484-3757.

Thank you.

ORSID REALTY CORP.

## ALTERATION OF APARTMENT

Date:

Shareholder:

Apartment:

You have asked Vermeer Owners Inc. (the "Corporation") for its consent to the making of certain Alterations (the "Alterations") to the Apartment (the "Apartment") in premises 77 Seventh Avenue (the "Building"). You have submitted to the Corporation, for its approval, the plans and specifications annexed hereto (the "Plans") for the Alterations.

The Corporation hereby approves the Plans and consents to the making of the Alterations on the following conditions:

- I. 1. Before any Alterations shall be started:
  - (a) You shall furnish the Corporation a letter from a licensed engineer or architect, which letter shall certify that the electrical loads required as the result of the Alteration:
    - I will not be in excess of the present electrical capacity of the Apartment
    - ii will not adversely affect the Building's electrical service.
  - (b) You shall file the Plans with all proper municipal departments and shall obtain all governmental approvals, permits and certificates that may be required. The Corporation's Managing Agent (the "Managing Agent") shall

be notified of the building permit number, if any, assigned to the Plans, and shall be given a copy of each of the permits and aforementioned certificates within ten days of your receiving same.

- (c) You shall furnish the Corporation with a conformed copy of each and every agreement made with your contractor.
- (d) You will notify, in writing, the owners of all apartments in the same corridor of your own floor as well as in the same corridors on the floors directly above and below your apartment and any other neighbors who are likely to be disturbed, as to the type of work to be done and the approximate length of time they can expect the job to take.

2. At the completion of the Alterations, you shall obtain a Certificate of Occupancy permitting residential occupancy of the Apartment and a Certificate of the Board of Fire Underwriters with respect thereto, if required.

II. You shall assume all responsibilities for the Alterations and agree that neither the Corporation nor the Managing Agent will be responsible for failure of efficient performance of building services to the Apartment resulting from the Alterations. You agree to assume all responsibility for the weather-tightness of any installation effecting exterior walls or roof and the waterproofing of any portion of the Building structure directly or indirectly effected by the Alterations and for the maintenance and performance of all heating, plumbing, air conditioning and other equipment installed, or altered by you during the balance of your lease term as is stated in the Proprietary Lease.

You agree to indemnify and held harmless the corporation, its shareholders, the Managing Agent, Building employees and consultants, from any personal injury, liability or damage to any personal property or to any part of the building structure, its utilities, equipment or furnishings which may arise from the work being performed.

III. The contractor who performs the Alterations shall obtain the following insurance coverage:

- 1. \$1,000,000 comprehensive liability.
- 2. \$1,000,000 bodily injury and property damage.
- 3. Workmen's compensation and employees' liability covering all employees of the contractors.
  - (a) Certificates of Insurance (a) naming the Corporation, the Managing Agent and you as additional parties insured, as their interests may appear; and (b) providing that such insurance will not be terminated unless at least ten days notice is given to the Managing Agent, shall be filed with the Managing Agent before the Alterations are recommenced.

- IV. The alterations and materials used shall be of the quality and style in keeping with the general character of the Building. You are to take all precautions to prevent, and you assume all risks for all damage to the Building, its mechanical systems and property of all other tenants and occupants of the Building which result from, or may be attributed to, the Alterations. All demolition reconstruction and installation work, as set forth in the Plans shall be performed and completed 360 days from the date when municipal approval has been granted or, if no approval is required from the date hereof, or within such time as shall be required by the Department of Building or any other governmental authority.

The alteration shall be performed only between the hours of 8:00 A.M. and 5:00 P.M., and work shall not be performed on Saturdays, Sundays or Holidays, as listed in the attached schedule.

All rubbish, rubble, discarded equipment or other materials, empty packing cartons, etc. are to be promptly removed from the Building, at your sole cost and expense, in barrels or bags, in the service elevator, at such times and in such manner as the superintendent of the Building may direct. You shall see to it that all precautions shall be taken to prevent dirt and dust from permeating other parts of the Building or other apartments in the Building during the progress of the Alterations.

You will have smoke/CO detectors installed on the ceiling or wall within 15 feet of every sleeping area pursuant to Local Law 62 of 1981 of the City of New York, and you will install window guards pursuant to section 131.15 of the New York City Health Code if a child or children 10 years old or under lives or resides in your unit.

During any Work involving the replacement of lower kitchen cabinets, or any other plumbing work, the Corporation requires that all branch supply plumbing be replaced to the riser. In the case of any Work involving the replacement of bath tile and/or the relocation of any bath fixture(s), the Corporation requires that the existing shower pan be replaced and all branch line plumbing be replaced to the riser. Any plumbing Work performed at Vermeer Owners Inc., including but not limited to the above, must be performed by a licensed plumber.

Installation of any electric ventilation fans are prohibited. Installation of thermostatic mixing valves in showers and/or baths are prohibited. Installation of thermostatic mixing valves in sinks can be permitted at the sole discretion of building management. Any new installations of toilets which use "flushometer" valves are strictly prohibited.

Please note that during the course of renovation, only ONE water shutdown will be permitted, to be scheduled and coordinated at least 3 business days in advance with the building superintendent.

- V. 1. The entire cost of the Alterations, including the cost of the Plans, and the procurement of all required approvals, licenses, permits and certificates, shall be paid in full by you within thirty days after the completion of the Alterations. If for any reason whatsoever, one or more mechanic's liens are filed for work done, or material furnished in connection with the Alterations, you shall, at your sole expense, cause such mechanic's lien or liens, to be discharged within ten days after such filing. If you fail to do so, the Corporation may exercise all rights and remedies reserved to it in your proprietary lease.

2. You agree to pay or reimburse the Corporation all reasonable fees charged to the Corporation by an architect of its choosing for architectural services rendered to the Corporation in connection with examination of plans and/or physical inspection of the work. The current architectural review rate as of September 1, 2009 is \$220/hours; please check with Donika Dodaj at Orsid's Alterations Review Department at 212-484-3757 for any updates.
  
- VI. By executing this Agreement you undertake to indemnify and hold harmless the Corporation, the Managing Agent and the tenants and occupants in the Building, against any claims for damage to persons or property suffered as a result of the Alterations, whether or not caused by negligence, and any expenses (including, without limitation, attorneys' fees and disbursements and any penalties or fines imposed by any municipal agency or authority due to non filing or improper filing) incurred by the Corporation in connection therewith. If requested, you shall procure a bond or agreement from an insurance company, acceptable to the Corporation, insuring performance by you of the provisions of this paragraph.
  
- VII. You release the Corporation and the Managing Agent from any and all liability for loss or damage to any of your property which may result from or be in any way connected with your work, and you hereby waive any claims which you may now or hereafter have against the Corporation or managing Agent based upon interruption or the suspension of the alteration by the Corporation regardless of the reason for such interruption or suspension..
  
- VIII. In granting the consent requested, it is understood that the corporation makes no representations as to the design, feasibility or efficiency of the Alterations or whether you will be able to obtain the required permits and certificates. If the operation of the building or any of its equipment is in any way adversely affected by reason of the Alterations, you agree at your sole cost and expense to promptly remove the cause thereof upon being advised thereof by the Corporation or the Managing Agent.
  
- IX. The Managing Agent may suspend all work authorized hereby if you fail to comply with the terms of your proprietary lease, or the House Rules applicable to the Alterations, or the terms hereof.
  
- X. Contractor must completely cover the floor area from the elevator to the Apartment.
  
- XI. At the conclusion of the project the shareholder must (at their expense) have their exterior door painted to match the other hallway doors. Paint may be obtained from the building Superintendent.
  
- XII. If project includes the installation of appliances, the replacement appliances must be Energy Star rated or equivalent ratings. Should the shareholder be able to demonstrate that there are no Energy Star (or equivalent) models that can fit in the available space a waiver of this requirement may be granted by the Board.
  
- XIII. In accordance with New York City Building Code only water base stains, sealants and varnishes may be used for floor refinishing.

**ANYTHING HERETOFORE NOTWITHSTANDING**, the consent of the Corporation to the making of the alteration is subject to the following additional conditions:

1. The Plans which you have submitted to the Corporation for its approval must be exact duplicates of the Plans which you have filed, of which you plan to file, with the proper municipal departments.
2. After you have obtained all governmental approvals, permits and certificates which are required, you shall submit to the Corporation exact duplicates of the Plans as approved.
3. In the event any state or city law or rule or regulation, or any municipal department or agency shall require that a new or amended Certificate of Occupancy be obtained relating to the premises as a result of the subject Alterations, you agree to obtain such new or amended Certificate of Occupancy at your own cost and expense, promptly and in compliance with all such laws, rules and regulations.
4. This Agreement may not be changed orally and shall be binding upon you, your representatives, and assigns.

Subject to the foregoing conditions, this consent shall become effective upon your signing and returning to the Managing Agent three (3) copies of this letter accepting conditions of the consent. We will, in turn, return one fully-executed copy to you for your files.

Very truly yours,

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Date

AGREED:

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Signature of Shareholder

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Joint Owner (where applicable)

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Date

## RIDER TO ALTERATION AGREEMENT

### PAINT/DUST AND DEBRIS CONTAINMENT

The Shareholder/Unit Owner shall cause the Shareholder/Unit Owner's contractors and/or workers to use safe work practices during the work and take precautions to prevent the spread of dust and debris which may contain lead.

The federal Task Force on Lead-Based Paint Hazard Reduction has recommended certain maintenance practices, including (1) limiting access to the work area to only workers, (2) covering the work area with polyethylene plastic or equivalent, (3) protecting the workers, (4) protecting the Shareholder/Unit Owner's belongings by covering or removing them from the work area, (5) wetting the painted surfaces before disturbing the paint and (6) wetting the debris before sweeping. The Task Force has indicated that certain removal practices are unsafe, including (1) open flame burning, (2) power sanding or sandblasting (unless a special vacuum attachment is used to contain dust), and (3) dry scraping more than a *de minimis* surface area (*de minimis* means an area less than one square foot per room).

The Shareholder/Unit Owner shall cause the Shareholder/Unit Owner's contractors and/or workers to perform their work consistently with the recommendations of the Task Force and shall upon completion of the work perform specialized cleaning of the work area using methods designed to safely remove dust and debris which may contain lead.

The Shareholder/Unit Owner shall receive assurances acceptable to the Corporation/Condominium from the Shareholder/Unit Owner's contractors and/or workers that they have knowledge of lead-based paint hazards 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, including (1) limiting access to the work area to only workers, (2) isolating the work area with polyethylene plastic or equivalent, (3) protecting the workers, (4) protecting the Shareholder's belongings by covering or removing them from the work area, (5) wetting the painted surfaces before disturbing the paint and (6) wetting the debris before sweeping. The Task Force has indicated that certain removal practices are unsafe, including (1) open flame burning, (2) power sanding or sandblasting (unless a special vacuum attachment is used to contain dust), and (3) dry scraping more than a *de minimis* surface area (*de minimis* means an area of less than one square foot per room). The Shareholder shall cause the Shareholder's contractors and/or workers to perform their work consistently with the recommendations of the Task Force and shall upon completion of the work perform specialized cleaning of the work area using methods designed to safely remove dust and debris which may contain lead.

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

## **HOLIDAY SCHEDULE**

**2011**

Below you will find a list of dates when the building will be operating on a Holiday Schedule. When the building is on "Holiday Schedule", the building staff is reduced and contractors are not permitted in the building. Most of the dates listed below are union mandated holidays but some such as the Friday after Thanksgiving, are designated as Holiday Schedule for the convenience of the people living in the building.

If you have any questions, please contact your superintendent or building manager.

Martin Luther King Day	Monday, January 17, 2011
Presidents Day	Monday, February 21, 2011
Passover	Tuesday, April 19, 2011 & Wednesday, April 20, 2011 (All workmen leave by 3:00P.M. on Monday, April 18, 2011)
Good Friday	Friday, April 22, 2011
Memorial Day	Monday, May 30, 2011
Independence Day	Monday, July 4, 2011 (Observed)
Labor Day	Monday, September 5, 2011
Rosh Hashanah	Thursday, September 29, 2011 & Friday, September 30, 2011 All workmen leave by 3:00P.M. on Wednesday, September 28, 2011)
Yom Kippur	All workmen leave by 3:00P.M. on Friday, October 7, 2011 (Holiday is Saturday October 8, 2011)
Columbus Day	Monday, October 10, 2011
Election Day	Tuesday, November 1, 2011
Thanksgiving Day	Thursday, November 24, 2011 & Friday, November 25, 2011 (All workmen leave by 3:00P.M. on Wednesday, November 23, 2011)
Christmas Day	Friday, December 23, 2011 Monday December 26, 2011 (Observed) (All workmen leave by 3:00P.M. on Thursday, December 22, 2011)
New Year's Day	Friday, December 30, 2011 (Observed) (All workmen leave by 3:00P.M. on Thursday, December 29, 2011)

**AGREEMENT BETWEEN SHAREHOLDERS  
VERMEER OWNERS INC  
REPLACEMENT OF TUB INTO SHOWER REQUIRING  
ACCESS TO THE APARTMENT BELOW**

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

Dear \_\_\_\_\_, Apt \_\_\_\_\_:

I am sending you a letter confirming the conversation we had last week regarding my bathroom renovation. Here are the key points as discussed:

1. My bathroom renovation is starting on or about \_\_\_\_\_ and lasting approximately \_\_\_\_\_ weeks.
2. The goal of the renovation is to create a new shower in the bathroom, whereby removing the current bathtub. To accomplish this goal, the plumbing code requires a larger drain to be installed than currently exists.
3. The installation of the larger drain will require my contractor and plumber to gain access to your bathroom ceiling above your bathtub. A small hole may be made in your ceiling (no more than 2 feet by 2 feet). Your bathroom ceiling will be repaired, retiled if applicable, and repainted to its original color and condition at my expense. You will not lose access to the bathroom or the shower at any time aside from the limited time the workers will need access to your bathroom. If you require use of the bathroom while the workmen are there, please tell them and they will accommodate you. The workers will have access to bathroom between 9 AM and 5 PM on weekdays.
4. The rest of your bathroom will be protected to avoid any damage. Should any damage occur by my contractor, repairs will be made as soon as practicable, not to exceed 30 days after the damage has occurred, and at my expense. The contractor will also lay all necessary materials to protect your floors as well as the hallway carpet.
5. Your bathroom will be left in the condition it was found. Any incidental damage to the bathroom or to your apartment caused by the construction will be my responsibility.
6. If any damage occurs anywhere in your apartment (for example in the kitchen, to the wood floors, etc.) due to the negligence of my contractors or as a direct result of the renovation in my bathroom, repairs will be made when practicable, not to exceed 30 days after the damage has occurred, and at my expense. Pre-existing issues with the apartment (such as any deficiencies in your kitchen appliances or bathroom) are not covered by this agreement. In order to determine the current condition of those appliances and fixtures, I or my representative will take pictures of the areas that may be impacted by the renovation.
7. I recognize that you will continue to live in your apartment during the renovations. Your bathroom and apartment will be usable throughout the term of the project. Although it is highly unlikely that your apartment/bathroom will be rendered uninhabitable or unusable, in the event

that Mr. Larry Kirby makes that determination I will be responsible for making other comparable living arrangements for you and bearing the cost, if any.

9. The Project Manager will make certain your apartment is secure while work is being done in your bathroom. We would need access prior to the renovation start date to take pictures of your apartment. I recommend you do the same.

Thank you for your cooperation and kindness in understanding my situation and allowing my contractors access to your bathroom.

Please sign below confirming that you have read this letter. I agree to be bound by the terms of this letter as reviewed and signed by you and as signed off on below by myself. Please return the letter to Orsid by fax (212 586-4524) or email (mabisch@orsidr.com). It would also be helpful if you copied Donika Dodaj by e-mail (donikad@orsidr.com) and Larry Kirby by Fax (212-989-5272).

Your prompt reply is greatly appreciated.  
Thanks again,

\_\_\_\_\_

Shareholder

\_\_\_\_\_

Date

\_\_\_\_\_

Shareholder

\_\_\_\_\_

Date

Cc: Matthew Abisch  
Larry Kirby  
Donika Dodaj