



Garthchester Realty Associates

440 Mamaroneck Ave, S-512

Harrison, New York 10528

T: (914)725-3600/(914)813-1900/(914)288-0200

Dear Shareholder:

Enclosed please find the renovation and alteration agreement form for Heathcote-Overhill Corp. Please read, sign and return this form to the attention of Rose Marie Sotero at Garthchester Realty Associates along with the following required documents:

1. The scope (or description) of the work detailing the specific work to be performed. Plans and drawings must be included.
2. General contractor's copy of license and certificate of insurance, including workman's compensation.
3. All plumbing and electrical work must be done by licensed plumbers and/or electricians. Copy of their license and certificate of insurance including workman's compensation must also be submitted.
4. Contractors and/or painters must be EPA (asbestos) certified if they will be performing work that disturbs any painted surfaces (more than 6 square feet).
5. Indemnification form (must be signed by the shareholder and all contractors).
6. Application processing fee in the amount of \$500.00 payable to Garthchester Realty Associates.
7. Refundable security deposit check in the amount of \$5,000.00 payable to Heathcote-Overhill Corp.

All required documents must be submitted at one time to our office before approval may be granted.

All electrical, plumbing and structural work, including that done in the kitchen and bathrooms, will require a permit from the Scarsdale Village Building Department. Copy of said permit must be sent to our office before commencing any work. Upon job completion and closing of the permit, the resident will be responsible to provide a certificate of occupancy (CO) issued by the local building department to Garthchester Realty Associates the Board before deposit check is released.

Thank you for your attention to this matter.

Rose Marie Sotero

Assistant to Sheila Grant

HEATHCOTE.OVERHILL CORPORATION
50 POPHAM ROAD
SCARSDALE, NEW YORK 10583

APPLICATION FOR CONSENT TO CONTRACTOR WORK IN APARTMENT

TO: HEATHCOTE OVERHILL CORPORATION

FROM:

(Print name of Shareholder(s))

I hereby request consent for contractor work in Apartment _____ at 50 Popham Road, Scarsdale, New York.

I affirm that I have supplied the documentation that is required by the attached Alteration/Renovation Agreement and Information Sheet for Contractor Work in Apartment. (All Shareholders Must Sign).

(Signature of Shareholder(s))

(Signature of Shareholder(s))

Address: _____

Telephone number:

(1) Land Line: _____

(2) Cell number: _____

Dated: _____

Consent given:

Heathcote-Overhill Corporation/Managing Agent

Title: _____

Date: _____

HEATHCOTE-OVERHILL CORPORATION
50 POPHAM ROAD
SCARSDALE, NEW YORK 10583

INFORMATION SHEET FOR CONTRACTOR WORK IN APARTMENT

A. PROCEDURES

Any Shareholder of Heathcote-Overhill Corporation proposing to have a contractor perform alteration or renovation work of any kind (including painting and decorating) in his or her Apartment must file an application for consent with Garthchester Realty., the managing agent for the Corporation Garthchester's address is: 440 Mamaroneck Ave. Suite S-512, Harrison, NY 10528, Attention: Sheila Grant (914-725-3600, ext. 1991). Strict adherence to the following application procedures is necessary in order to comply with legal and insurance requirements intended to protect Heathcote-Overhill Corporation, as owner of the building, and all its tenant-shareholders.

Two sets of the documents specified below must be submitted with the application. Please provide required documents at the same time in a package; do not submit documents piecemeal (1)

Please submit your application well in advance of the scheduled work to allow sufficient time for review. Also, **after any consent is granted, plan to give written notice to the Superintendent at least five (5) business days prior to commencement of any work**

B. REQUIRED SHAREHOLDER SUBMISSIONS:

NOTE: Prior to planning a major project or engaging an architect, Shareholders are encouraged to consult with the Corporation.

1. Plans: Detailed plans, drawings and specifications by a New York State licensed architect for the work proposed to be done, including a room-by-room description of the work, its anticipated duration and the need for any building permit or other government approval (see Exhibit 1).
2. List of Contractors and Copies of Contractors' Agreements: (i) A list of all contractors, subcontractors and suppliers who will perform, or provide materials for the work, and (ii) a complete executed copy of each contract (or if none, invoice or purchase order) ("Contractor's Agreement") entered into with each contractor,

⁽¹⁾ For information about the need for a permit see the website of the Scarsdale Building Department at: www.scarsdale.com/home/Departments/Building.aspx

subcontractor and supplier performing the work. The address, telephone number, fax number, email address and website, as well as background information about each contractor and subcontractor (e.g., length of time in business, number of employees, experience working in apartment buildings, any management company references) must be submitted (see Exhibit 2).

3. Contractors' Licenses: A copy of the license issued by the County of Westchester to each contractor and subcontractor (including plumbers and electricians) proposing to perform work in the Apartment (see Exhibit 2).

4. EPA Certification: Evidence that any contractor and/or painter is EPA certified if they will perform work that disturbs a painted surface (see Exhibit 2)

5. Copies of Contractors' Insurance Policies or Certificates of Insurance: A copy of each insurance policy of each contractor and subcontractor proposing to perform work or, at the option of the Corporation, a Certificate of Insurance (see Exhibit 3), **evidencing insurance of the types and with not less than the limits set forth below:**

Each insurance policy must name Heathcote-Overhill Corporation, Garthchester Realty Associates and the Shareholder as additional insured parties and identify the location of the work (50 Popham Road, Scarsdale, NY 10583). Each Certificate of Insurance must provide evidence of the required insurance (see sample attached as Exhibit 3).

NOTE: Greater policy coverage and/or limits than those above may be required, depending upon the type and extent of the work.

6. Signed Contractor Indemnification and Insurance Agreement: A Contractor Indemnification and Insurance Agreement (see Exhibit 4), **signed by each contractor and subcontractor (including plumbers and electricians) proposing to perform work in the Apartment.**

7. Signed Shareholder Alteration/Renovation Agreement: The Shareholder Alteration/Renovation Agreement, signed by the Shareholder (see attachment following Exhibit 5).

8. Security payment for \$5,000: A check in the sum of \$5,000 payable to Heathcote-Overhill Corporation for the deposit required to be posted by the Shareholder.

NOTE: The Corporation reserves the right to request information in addition to that itemized above. Also, depending upon the nature and complexity of the proposed work, a Shareholder's application may be referred to the Corporation's architect, engineer, attorney or other consultant for review, inspection, monitoring of work and related services. The cost of such services will be charged to the Shareholder.

C. **PRECONDITIONS TO COMMENCEMENT OF WORK:** Work cannot be started unless and until:

1. Heathcote-Overhill Corporation has consented to it in writing; and
2. The Shareholder has submitted copies of all required filings with, and all required permits, approvals, licenses and consents for the work from, all governmental authorities having jurisdiction, including but not limited to, if, and to the extent applicable, the Village of Scarsdale Building Department,

NOTE: **All work must be conducted in accordance with the terms of the Alteration/Renovation Agreement signed by the Shareholder and with the Work Rules, Regulations and Requirements of Heathcote Overhill Corporation** (see attached)

WORK RULES REGULATIONS AND REQUIRMENETS OF HEALTHCOTE-OVERHILL CORPORATION

1. **Procedures** - All documents required to be submitted by a shareholder must be delivered to Garthchester Realty Associates. Before any work can begin, the Shareholder's application must be reviewed and the work consented to in writing by an officer of the Corporation or, if authorized, Garthchester, the Building's Superintendent nor any other employee of the Corporation is authorized to give consent to any work. **Once consent has been granted, five (5) business days' advance written notice of the commencement of work must be given to the Corporation and the Superintendent.**

2. **Legal Compliance & Government Approvals:** All work must comply with the rules and regulations of municipal, state and federal government agencies having jurisdiction, including without limitation any laws, rules and regulations pertaining to lead-based paint, asbestos and other hazardous material. Any required building permits must be obtained from the Building Department of the Village of Scarsdale and delivered to the Corporation prior to the commencement of work.

3. **Hours.** Work shall be undertaken diligently and, in a manner, so as not to disturb occupants of the building. Work shall be performed only Monday through Friday (excluding holidays) between the hours of 8:00 am and 4:30 pm; provided, however, that any noisy work shall not be performed before 9 am.

4. **Check-in/Check-out:** All contractors and workers must comply with check-in/check-out procedures established by the Buildings Superintendent, including sign-in/sign-out daily.

5. **Use of Public and Common Areas:** Neither the Shareholder nor his or her contractor(s) or subcontractor(s) shall allow the halls, sidewalks, courtyards or other public areas in or around the building to be used for the storage of building materials or debris. The Shareholder shall cause his or her contractor(s) and subcontractor(s) to cover the floor of any hall to be used in connection with any work and to take all precautions necessary to prevent damage to the carpeting, wallcoverings or other finishes in the Building's hallways, elevators and other common areas. Prior to each use, elevators must be padded and/or protected. (See superintendent)

6. Certain Safety Precautions: The Shareholder and contractors shall maintain functioning fire extinguishers and smoke alarms in the Apartment throughout the performance of the work. The Shareholder shall insure that work does not block access to any fire exits in the building.

7. EPA Certification. All painting or other work that disturbs painted surfaces must be done by an EPA-certified contractor. **Before any painting plaster surfaces (e.g., walls and ceilings) must be properly prepared with an oil based primer.**

8. Demolition. The walls of apartments are composed of, inter alia concrete. Demolition of such walls must be planned with care and coordinated with the Managing Agent and Building staff to minimize dust, disruption and noise. **Jackhammers or other pneumatic devices are not permitted at any time.**

9. Refuse, Dirt, Dust. The shareholder and his or her contractors shall take all precautions to prevent dirt and dust from permeating areas outside the Apartment during the progress of any work. At the end of every workday, contractors shall vacuum the hallway outside the Apartment where the work is being done. Furthermore, all debris created during an alteration or renovation project must be removed from the apartment preferably, when practical, via a chute that goes into a collection point outside the Building, or through the doors leading to the back courtyard. Debris that is not suitable for disposal via the chute, e.g., discarded equipment, empty packing cartons, shall be placed in barrels or bags before removing the same from the Apartment. All such barrels and bags and other rubbish shall be removed from the Apartment and taken out of the Building at the shareholder's expense. Notwithstanding the foregoing, when approved by the Corporation, the placement of any garbage container, dumpster or other collection point shall comply with all governmental regulations, including without limitation obtaining any necessary permissions. A "negative air system" must be installed and functioning at all times during the entire renovation process. A renovation plan that does not include these remediation measures will not be approved by the Board..

10. Noise. The Corporation shall be the sole arbiter if any doubt arises as to noise levels which may be acceptable.

11. Prohibited Construction Methods, Neither the Shareholder nor his or her contractors or subcontractors shall (i) interfere with the building's intercom, cable, gas, electric, heating air conditioning or plumbing systems or any other Building system or service, (ii) penetrate any exterior wall of the Building, (iii) penetrate the concrete floor/slab.

12. Accessibility of Valves: The Shareholder and his or her contractors and subcontractors shall insure that all water, steam, gas and other valves remain accessible during the performance of and after the completion of any work. If any valve is enclosed in violation hereof, the Corporation (i) may require the Shareholder, at the Shareholder's expense, promptly to remove such enclosure and/or (ii) remove such enclosure at the Shareholder's expense

13. No Change in Building Systems, No change in the operation of the Buildings systems to facilitate the functioning of any heating or air conditioning units that the Shareholder may install will be permitted.

14. Installations by the Shareholder. Any air conditioning units and/or other structures installed as part of the work may be removed by the Corporation (at the sole expense of the Shareholder) for the purpose of repairs, upkeep or maintenance of the building.

15. Terraces. No tile shall be installed on the floor of any terrace, nor shall any paint or other coating be applied to such floor or to the railing or ceiling of any terrace. Placement of any air conditioning compressor on a terrace must be approved by the Corporation in writing. No air conditioning compressor placed on a terrace shall exceed the height of the railing of the terrace. Installation of a door or changing the existing door, to any terrace requires prior written approval of the Corporation.

16. Flooring. Hardwood and other floors cannot be installed without a proper acoustic underlayment to absorb sound, as approved by the Corporation,

17. Equipment. No equipment shall be installed in or on any public or common area of the Building.

18. Suspension of Work. In the event that the Corporation, in its sole discretion, believes that dirt, dust, noise or other adverse effect arising out of or in connection with any work is unreasonable, the Corporation shall have the right to suspend the work until a solution acceptable to the Corporation is found.

19. Parking. The Corporation shall establish rules for parking by contractors and subcontractors so as to minimize any congestion in the front parking area. Preferably, contractor vehicles should be limited to one per day.

20. Scope of Rules and Amendments. These Work Rules, Regulations and Requirements (i) do not constitute an exhaustive list of requirements that may apply to particular work and (ii) may be amended by the Corporation from time to time.

21. No Smoking. The Building has a “no smoking” policy. Smoking of any type is not permitted in the Building or any apartment. Smoking is not permitted within the Building Grounds, including the parking areas.

22. Floor Protection and Deliveries. Contractors and others making deliveries must install ¼” Masonite panels over the lobby floor whenever transporting heavy materials or equipment, e.g., cabinets, appliances, and/or using wheeled carts; the Masonite panels are provided by the Building and must be installed by the contractor at the beginning of every work day, removed by the contractor at the end of every work day, and returned to a location designated by the Board. Contractors shall coordinate use of the panels with the Superintendent. Furthermore, to minimize traffic through the lobby, deliveries of building materials, such as sheetrock, lumber, etc., should be made preferably, when practical, through apartment balconies (for apartments that have balconies) utilizing a scissor lift, boom truck, or similar piece of equipment.

EXHIBIT 1

WORK TO BE PERFORMED IN APARTMENT

- A. Provide a room-by-room description of the work to be performed and its estimated duration and attach any plans, drawings and specifications,
- B. Explain whether a building permit or other governmental approval is required.

EXHIBIT 2

LIST OF CONTRACTORS/SUBCONTRACTORS

A. List of Each Contractor/Subcontractor

Name:

Address:

Phone number:

Fax number:

Email address:

Website:

Work to be performed by
Contractor/Subcontractor:

Background Information regarding Contractor/Subcontractor:

EXHIBIT 3

(attach additional sheets if needed)

- B. Attach copy of agreement with Contractor/Subcontractor (if none, invoice or C.purchase order)
- C. Attach copy of each Contractor and Subcontractor License
- D. Attach EPA Certificate

EXHIBIT 4



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
CURRENT DATE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Insurance Agency Agency Address City, ST zip	CONTACT NAME: FULL NAME OF CONTACT	
	PHONE (A/C, No, Ext): PHONE OF CONTACT	FAX (A/C, No): FAX OF CONTACT
INSURED NAME OF INSURED (MUST MATCH SIGNED CONTRACT) FULL CURRENT ADDRESS OF CONTACT	E-MAIL ADDRESS: EMAIL ADDRESS OF CONTACT	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: CARRIER 1	
	INSURER B: CARRIER 2	
	INSURER C: (etc...)	
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input type="checkbox"/> OCCUR	<input checked="" type="checkbox"/>		\$1,000,000 / \$2,000,000 Minimum	CURRENT	CURRENT	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000						
	MED EXP (Any one person) \$ 5,000						
	PERSONAL & ADV INJURY \$ 1,000,000						
GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			\$1,000,000 MINIMUM	CURRENT	CURRENT	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	BODILY INJURY (Per person) \$						
	BODILY INJURY (Per accident) \$						
	PROPERTY DAMAGE (Per accident) \$						
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE	<input checked="" type="checkbox"/>		IF AVAILABLE	CURRENT	CURRENT	EACH OCCURRENCE \$ 5,000,000
	DED <input type="checkbox"/> RETENTION \$						AGGREGATE \$ 5,000,000
							\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	STATUTORY LIMITS	CURRENT	CURRENT	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER
	E.L. EACH ACCIDENT \$						
	E.L. DISEASE - EA EMPLOYEE \$						
	E.L. DISEASE - POLICY LIMIT \$						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Regarding work at _____ For Unit Owner / Unit # _____

Property Name/ Location Heathcote-OverhillManaging Agent Garthchester Realty

Unit Owner, Property (and its board members), and Managing Agent are listed as Additional Insured

CERTIFICATE HOLDER**CANCELLATION**

Heathcote-Overhill
Garthchester Realty
440 Mamaroneck Ave., S-512
Harrison, NY 10528

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

MUST HAVE A SIGNATURE

EXHIBIT 5

HEATHCOTE-OVERHILL CORPORATION
50 POPHAM ROAD
SCARSDALE, NEW YORK 10583

CONTRACTOR INDEMNIFICATION AND INSURANCE AGREEMENT

This Agreement is made this date by and between:

[Legal name of contractor] with respect to the performance and/or provision by Contractor of work, services labor and/or materials (hereafter referred to as "work") for _____[Name of shareholder] at 50 Popham Road, Scarsdale, New York 10583 (the "Premises"), owned by Heathcote-Overhill Corporation ("Owner") and

Owner and its managing agent Garthchester Realty Associates. ("Managing Agent").

I. INDEMNIFICATION

To the fullest extent permitted by law, Contractor agrees to indemnify, defend and hold the Owner and Managing Agent harmless from and against any and all suits, actions, liabilities, damages, professional fees (including without limitation attorneys' fees, costs, court costs, expenses and disbursements) and claims of any kind or nature for injury to or death of any person or damage to any property (including loss of use thereof) arising out of or in connection with the performance of work at the Premises by Contractor, its agents, servants, subcontractors or employees, or the use by Contractor, its agents, servants, subcontractors or employees of the Premises or facilities, or part thereof, of Owner and/or Managing Agent. This agreement to indemnify specifically includes full indemnity in the event of liability imposed against Owner and/or Managing Agent without any negligence or fault on the part of Owner and/or Managing Agent and solely by reason of statute, operation of law or otherwise. In the event any negligence or fault is assigned or apportioned to Owner and/or Managing Agent, this agreement specifically includes partial indemnity of Owner and/or Managing Agent, but limited to any liability imposed over and above that percentage attributed to Owner and/or Managing Agent*

II. INSURANCE

Contractor shall obtain and maintain, at its sole cost and expense the following insurance:

- (a) Commercial General Liability insurance with a minimum limit of \$1,000,000/\$1,000,000 per occurrence and \$2,000,000/\$2,000,000 in the aggregate, which insurance shall cover the following personal injury, (including death), property damage, premises and operations liability, contractual liability, products/completed operations, personal injury and independent contractor's liability;
- (b) Automobile Liability insurance covering owned, hired and non-owned vehicles, with a minimum limit of liability of \$1,000,000. \$1,000,000 per occurrence and \$? in the aggregate.
- (c) Workers Compensation insurance with statutory limits and employer's liability coverage of not less than \$500,000; and
- (d) Umbrella or Excess Liability insurance with coverage and limits as agreed.

Contractor shall promptly furnish Owner/Managing Agent with copies of any endorsements subsequently issued amending insurance coverage or limits.

All of Contractor's insurance policies shall include as additional insureds Owner and Managing Agent. The coverage afforded to Owner and Managing Agent under Contractor's policies shall be primary to, and non-contributing with, any other insurance, primary, excess or umbrella maintained by Owner and Managing Agent

If Contractor fails to procure insurance for Owner and Managing Agent as required, recoverable damages shall not be limited to the cost of premiums for such additional insurance, but shall include all sums expended and damages incurred by Owner and/or Managing Agent, and their respective insurers, which would have otherwise been paid by the Contractor's required insurance,

Prior to the performance by Contractor of any work, Contractor shall provide Owner and Managing Agent with copies of Contractor's insurance policies or, at

Owner/Managing Agent's option, a Certificate of Insurance evidencing compliance with the insurance procurement requirements herein. in standard ACORD form.

This Agreement cannot be modified orally. Any commencement of work by the Contractor or its agents, servants, employees or subcontractors shall constitute an acceptance of this written Agreement as is, and shall have the same force and effect as though same were fully executed.

Dated: _____

Contractor

by: _____

Signature

Print name of Contractor, name of signatory and title: _____

Owner/Managing Agent

by:

Signature

Print name and title of signatory:

HEATHCOTE.OVERHILL CORPORATION
50 POPHAM ROAD
SCARSDALE, NEW YORK 10583

SHAREHOLDER ALTERATION/RENOVATION AGREEMENT

This Agreement, made as of this _ day of _____ 20 between (i) Heathcote-Overhill Corporation (the "Corporation") with an address at 50 Popham Road, Scarsdale, New York 10583 and (ii) _____, the "Shareholder) with an address at _____

WITNESSETH:

WHEREAS, the Shareholder desires to conduct work, make renovations or alterations and/or equipment in Apartment (the "Apartment") located in the apartment building (the "Building") at 50 Popham Road, Scarsdale, New York 10583 (the "Premises"), which Apartment is leased to the Shareholder pursuant to a Proprietary Lease (the Lease"); and

WHEREAS, the Shareholder desires to obtain the consent of the Corporation to such work;

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

A. Shareholder's Submissions. The Shareholder hereby delivers to the Corporation in duplicate an Application for Consent to Contractor Work in Apartment _____ dated _____ (the "Application"), which includes the following:

1. Plans: Detailed plans, drawings and specifications for the work proposed to be done, including a room-by-room description of the work, its anticipated duration and the need for any building permit or other government approval. ¹

¹ For information about the need for such filings, permits etc., see the website of the Scarsdale Building Department at: wy.rw.scarsdale.com/home/Departments/Building.aspx

2. List of Contractors and Copies of Contractors' Agreements: (i) A list of all contractors, subcontractors and suppliers who will perform, or provide materials for, the work and (ii) a complete executed copy of each contract (or if none, invoice or purchase order) ("Contractor's Agreement") entered into with each contractor, subcontractor and supplier pertaining to the work. The address, telephone number, fax number, e-mail and website of, as well as information about, each contractor and subcontractor (e.g., length of time in business, number of employees, experience working in apartment buildings, any management company references) must be submitted.

3. Contractor's Licenses: A copy of the license issued by the County of Westchester to each contractor and subcontractor (including plumbers and electricians) proposing to perform work in the Apartment.

4. EPA Certificate: Evidence that any contractor and/or painter is EPA certified if they will perform any work that disturbs a painted surface.

5. Copies of Contractors: Insurance Policies or Certificates of Insurance: A copy of each insurance policy of each contractor and subcontractor proposing to perform work or, at the Corporation's option, a Certificate of Insurance (in form and substance satisfactory to the Corporation), evidencing insurance of the types and with not less than the limits set forth below. Each policy shall name the Corporation, Garthchester Realty Associates the Shareholder as additional insured parties and identify the location of the work (50 Popham Road, Scarsdale, NY 10583):

a. Commercial General Liability Insurance: \$1,000,000 per occurrence
\$2,000,000

in the aggregate (insurance shall cover premises and operations liability contractual liability, products/completed operations, personal & advertising injury and independent contractor's liability)

b. Automobile Liability Insurance: \$1,000,000

(insurance shall cover owned, hired and non-owned vehicles)

c. Workers Compensation Insurance: Statutory Amount

d. Employer's Liability Coverage: Not less than \$500,000

e. Umbrella or Excess Liability Insurance: As agreed \$5,000,000 per each occurrence.

6. Signed Contractor Indemnification and insurance Agreement: A Contractor Indemnification and Insurance Agreement (in form and substance satisfactory to the Corporation), signed by each contractor and subcontractor (including plumbers and electricians) proposing to perform work in the Apartment.

7. Signed Shareholder/Renovation Agreement: signed by all shareholders.

8. Check for \$5,000: A check in the sum of \$5,000 payable to the Corporation for the deposit required by the Shareholder as provided for in this Agreement (the "Shareholder Deposit").

- B. Review of Shareholder Submissions. The work to be performed and the plans, drawings, specifications and other documents submitted under this Agreement shall be subject to review by the Corporation. The Corporation reserves the right to request additional information with respect to a Shareholder's Application. After any consent by the Corporation to the Work² and the Plan has been obtained, neither shall be modified without the prior written consent of the Corporation,

Notwithstanding any such consent, the Shareholder shall be solely responsible for (i) the accuracy and completeness of all documents . submitted under this Agreement* (ii) their conformity with the requirement of this Agreement, (iii) insuring the compatibility of the Plans and the Work . with the systems and facilities of the Building and (iv) compliance with applicable laws, codes, regulations, rules and requirements of any governmental authority having jurisdiction thereof (collectively referred to herein as "legal requirements"). Any consent by the Corporation shall not constitute an assumption by the Corporation or its Board of Directors of any responsibility or liability for any of the foregoing, nor an approval acknowledgement or admission thereof.

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

- C. Pre-Conditions to Commencement of Work by Shareholder. The Shareholder shall not commence the Work unless and until:

1. Consent by the Corporation: the Corporation has consented in writing to the Work and the Plans, and the Shareholder shall have received a copy of such consent (the "Corporation Consent"); and
2. Government Approval: The Shareholder has submitted copies of required filings with, and all required permits, approvals, licenses and consents for the Work from, all governmental authorities having jurisdiction, including but not

² As used in this Agreement, (i) the term "Work" refers to all physical changes and alterations in or about the Apartment, and the equipment to be installed therein, caned for by the Plans, and Cii) the term "Plans" refers to the plans, drawings and specifications showing the Work as approved in writing by the Corporation, and any subsequent amendments or changes to the plans drawings and specifications originally submitted that have been approved in writing by the Corporation.

limited to, if and to the extent applicable, the Village of Scarsdale Building Department,³

D. Shareholder to Give Notice Prior to Commencement of Work. Prior to commencing the Work, the Shareholder shall give at least five (5) business days' prior written notice to the Corporation and the Building Superintendent of the date on which the Work will commence and its estimated duration.

E. Performance of the Work

1. In General. The Shareholder shall cause the Work to be performed strictly in accordance with the Plans and shall not perform any work not described in, or called for by the Plans. In performing the Work, the Shareholder shall comply with (i) all federal, state and local laws, and all legal requirements pertaining to the Work, including without limitation any laws, rules and regulations pertaining to lead-based paint, asbestos and other hazardous material, (ii) the requirements of all insurance policies covering the Work, the Apartment and the Premises, (iii) this Agreement, (iv) the Lease, (v) the House Rules, (vi) the Work Rules, Regulations and Requirements of the Corporation, receipt of which the Shareholder acknowledges by executing this Agreement, and (vii) any directions given by the Corporation or the Superintendent of the Building.

The determination of the Corporation as to the need for any such filings, permits, approvals, licenses or consents shall be conclusive. The Shareholder shall be solely responsible for the content of and any obligations claims or liabilities arising from, any and all such filings, permits, approvals, licenses and consents.

2. Inspection and Correction of the Work. **The Corporation shall have the right from time to time, and as often as it deems necessary to inspect or observe the Work**, and for this purpose the Shareholder shall provide access to the Apartment to the Corporation, the Superintendent of the Building or any other person the Corporation may authorize. Such inspections may be made at any time without notice to the Shareholder. The Shareholder shall promptly make all corrections required by the Corporation in order to conform to the Plans and the other requirements of this Agreement. If the Corporation so requires, such corrections shall include the removal and replacement of non-conforming work, The Corporation's failure to inspect shall not be considered a waiver of the Shareholder's obligation to comply with this Agreement.

3. The determination of the Corporation as to the need for any such' filings, permits, approvals, licenses or consents shall be conclusive. The Shareholder acknowledges that in granting consent to the work, the Corporation relies upon completion of the work by any required completion date and that
Such timely completion is a material inducement to the Corporation's consent to the work. The Corporation expresses no opinion regarding the feasibility of completion of the work within any time period.

The determination of whether the work is completed shall be made shall-be made by the Corporation in its sole judgement and the Corporation's determination shall be conclusive.

4. The Required Completion Date. The Shareholder shall cause the Work to be completed as expeditiously as possible, but in no event after any date that may be set forth in the Corporation Consent, unless the Corporation otherwise gives its prior written consent. The Shareholder acknowledges that in granting
5. **Evidence of Completion.** Upon completion of the Work, the Shareholder shall obtain and deliver to the Corporation upon request:
 - (i) **a certification from the person, architect or engineer who prepared the Plans (or a successor), certifying the Work has been completed in accordance with all applicable laws, codes, legal requirements and the Plans.**
 - (ii) **all required final governmental signoffs and approvals,** including as required by the Corporation an amended certificate of occupancy; and
 - (iii) **"as built" drawings certified to by the person, architect or engineer who prepared the Plans (or a successor),** Such "as built" drawings shall include any modifications, revisions or amendments to the Plans originally submitted. The determination of the Corporation as to the need for an amended certificate of occupancy shall be conclusive.
6. **Failure of Completion.** In the event the Work is not completed as required hereunder, the Corporation shall be permitted to complete the same, at the Shareholders sole cost and expense, and the Shareholder shall be responsible for any and all costs charges, professional fees; permit fees and other expenses arising from the Shareholder's failure to complete the Work. Any such costs, charges, professional fees, permit fees and other expenses shall be deemed monies due under the Lease as additional rent or maintenance and shall be paid by the Shareholder to the Corporation on demand.
7. **Consents.** Whenever consents are required or may be given by the Corporation under this Agreement, such consents must be in writing and the granting or denying of such consents shall be in the sole discretion of the Corporation. All consents of the Corporation must be signed by an officer of the Corporation, no consents may be given by the Superintendent or any other employee of the Corporation.

F. Certain Shareholder Responsibilities.

1. **Damage or Adverse Effect Caused by the Work. The Shareholder shall be responsible for any damage** to, or any other adverse effect upon, the Apartment, the Premises, the Building (including without limitation

the structure, shell, systems, equipment, fixtures and finishes of the Building), or the personal property and improvements in other apartments in the Building arising out of or in connection with the Work, regardless of when such damage or adverse effect becomes apparent. If any such damage or adverse effect shall occur or arise, the Corporation may (i) require the Shareholder, at the Shareholder's expense, promptly to repair the damage or remedy the condition giving rise to such adverse effect and/or (ii) repair such damage or remedy such condition at the Shareholder's expense.

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

If the Corporation advises the Shareholder of any damage which, in its opinion, arose out of or in connection with the Work the Shareholder shall promptly submit a claim to the Shareholder's contractor or subcontractor for submission to its insurance carrier, and the Shareholder agrees to cause the contractor(s) or subcontractor(s) to use all reasonable efforts to cause such insurance carriers to expeditiously review and settle all such claims for which they are responsible. The provisions of this subparagraph shall not limit the Shareholder's liability under this agreement.

2. Shareholder to Bear All Costs Associated with the Work. The Shareholder shall be responsible for all costs incurred by the Shareholder or the Corporation in connection with the Work, the Plans or this Agreement, including without limitation the fees, charges and disbursements of any architect, engineer, attorney or other consultant, including those retained by the Corporation to review or monitor the Work and compliance with the approved Plans.
3. Maintenance and Repair of the Work. Notwithstanding anything to the contrary contained in the Lease and notwithstanding consent by the Corporation to the Plans or the Work, the Shareholder shall be responsible for the maintenance, repair and replacement of the Work and any portions of the Apartment affected by the Work, and for all costs incurred by the Corporation or the Shareholder in connection therewith. In the event that the Corporation must undertake any repairs (which are, pursuant to the Lease, the responsibility of the Corporation), any restoration of the Work after such repairs shall be the sole responsibility of the Shareholder, notwithstanding any provision of the Lease. Furthermore, the Shareholder releases the Corporation, the Corporation's managing agent and the Corporation's agents, Board of Directors and employees from any liability for damage to the Work or any portion of the Apartment affected by the Work however arising.
4. Insurance. The Shareholder shall maintain during the period that the Work is being undertaken (and during any warranty period given to the Shareholder by the contractor or subcontractor) general liability insurance of not less than \$1,000,000, which insurance may be a part of a homeowner's insurance policy and/or personal liability umbrella. Contractor insurance requirements are set forth in Appendix I,

G. Shareholder indemnification.

To the fullest extent permitted by law, the Shareholder agrees to indemnify, defend and hold harmless all Indemnified Persons (hereinafter defined) from and against any and all suits, actions, liabilities, damages, professional fees (including without limitation attorneys' fees, costs, court costs, expenses and disbursements) and claims of any kind or nature for injury to or death of any person or damage to any property (including loss of use thereof) arising out of or in connection with performance of the Work by or any act or omission of, the Shareholder, any of his or her contractors, architects, engineers or consultants or their agents, servants subcontractors or employees, or the use by any such person of the Premises. This agreement to indemnify specifically includes full indemnity in the event of liability imposed against one or more of the Indemnified Persons without any negligence or fault on their part and solely by reason of statute, operation of law or otherwise. In the event any negligence or fault is assigned or apportioned to any Indemnified Person(s), this agreement specifically includes partial indemnity of such Indemnified Person(s) but limited to any liability imposed over and above that percentage attributed to such Indemnified Person(s).

The term "Indemnified Persons" means Heathcote-Overhill Corporation, its officers, directors and shareholders and its managing agent.

H. Shareholder Deposit; Additional Rent Under Lease, As security for the faithful performance and observance by the Shareholder of the terms and conditions of this Agreement and for the payment of any sums required under this Agreement, the Shareholder has deposited the sum indicated in Paragraph AB (#) 8 with the Corporation. The Shareholder agrees that the Corporation may use, apply or retain the whole or any part of the Shareholder Deposit and any interest earned thereon, if any, to the extent required for the payment of any sums due under this Agreements If the Shareholder Deposit is diminished, the Shareholder shall replenish it to the full amount within three (3) business days after written demand by the Corporation. The Shareholder's failure to so replenish such deposit shall be a material breach of this Agreement and shall entitle the Corporation to stop the Work, and/or to exercise any remedies it has hereunder. If the Shareholder shall comply with all of the terms and conditions of this Agreement, the Shareholder Deposit and any interest or any remaining balance thereof shall be returned to the Shareholder after completion of the Work. The Corporation's release of the Shareholder Deposit shall not constitute acceptance of the Work by the Corporation or a waiver of any of the Corporation's rights under this Agreement. Any sums due to the Corporation under this Agreement and not recovered by application of the Shareholder Deposit shall be chargeable as additional rent under the Lease. The Shareholder acknowledges that his or her liability under this Agreement is not limited to the amount of the Shareholder Deposit.

I. Fees: The Corporation may refer the submissions made under this Agreement to an architect, engineer, attorney or other consultant upon five (5) business days' written notice to the Shareholder. The Shareholder specifically agrees to reimburse the Corporation (or pay as directed by the Corporation) within three (3) business days after a demand is made (accompanied by copies of supporting bills), for all fees, disbursements and charges of the Corporation's architect, engineer, attorney or other consultant for review of the plans, drawings, specifications, Contractor's Agreements and other documents submitted (and

any revisions hereto, for inspection of the Work or for services otherwise related to the Work or this Agreement.

The Shareholder Deposit may, at the Corporation's sole discretion, be used to pay all or a portion of the costs set forth above, or such amount may be billed by demand as set forth above.

- J. Shareholder's Breach and Corporation's Remedies. Any breach by the Shareholder of any of the provisions of this Agreement or of any of the Work Rules, Regulations and Requirements of the Corporation shall constitute a breach of the Lease and shall entitle the Corporation to exercise all of the rights and remedies therein provided. In addition, the Corporation shall have the right (a) to suspend the Work and prevent workers from entering the Apartment for any purpose other than to remove their tools, and/or (b) to revoke its consent to the Work, and/or (c) to require that the Apartment be restored to its former condition prior to the commencement of the Work, and/or (d) to exercise any of the rights and remedies provided for in this Agreement. Each party acknowledges and agrees that money damages alone would not be a sufficient remedy for any actual or threatened breach of any provisions of this Agreement by any party and that in addition to all other remedies that the non-breaching party may have, such nonbreaching party shall be entitled to specific performance and injunctive or other equitable relief as a remedy for actual or threatened breach. The remedies provided for in this Agreement and in the Lease shall not be exclusive, and the Corporation shall also be entitled to exercise any of the remedies provided by applicable law.
- K. Assumption by Transferees. The shareholder shall (a) advise any person or persons to whom he or she transfers the Apartment ("Transferee") of the Work undertaken by the Shareholder pursuant to this Agreement; (b) provide copies of the Plans and this Agreement to the Transferee; and (c) cause the Transferee to execute and deliver to the Corporation an agreement in a form prescribed by the Corporation under which the Transferee shall assume all of the obligations of the Shareholder under this Agreement.

The Shareholder hereby waives any claim against the Corporation on account of (a) the Corporation advising a potential Transferee of the provisions of this Agreement, including this Paragraph, and/or (b) refusing to consent to or register the transfer of the Apartment to such potential Transferee unless and until such potential Transferee shall execute and deliver to the Corporation an agreement assuming the obligations of the Shareholder under this Agreement.

L. Miscellaneous.

- 1 This Agreement and the Lease represent the only agreements between the Corporation and the Shareholder relating to the subject matter hereof. This Agreement may not be changed orally. No amendment, revocation, supplement or change to this Agreement, nor any revisions to the Plans, nor any consents or waivers, may be made by anyone (including but not limited to the Building's Superintendent or other employees), other than by an officer of the Corporation in writing.

- 2 This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and authorized assigns.
- 3 Captions are for purposes of convenience of reference only and are not to be considered in interpreting this Agreement.
- 4 The Corporation and the Shareholder waive trial by jury in any action or proceeding under this Agreement.
- 5 This Agreement shall be governed by, and interpreted and enforced in accordance with, the laws of the State of New York, and the parties hereto agree that jurisdiction over any controversy shall be in the courts of New York and determined in Westchester County.
- 6 Any word or term in this Agreement that is used in the singular shall include the plural and vice versa. Any word or term of any gender shall include any other gender.
- 7 If the Corporation asserts any claim or institutes any action or proceeding under this Agreement to enforce the provisions hereof or based on a default or violation hereof by the Shareholder, the Shareholder shall be responsible for all reasonable legal fees and costs of the Corporation in connection with such claim or in connection with any such action or proceeding in which the Corporation is the prevailing party. All amounts due from the Shareholder hereunder shall constitute additional rent under the Leaser..
- 8 Each notice, request, consent, election, demand or other communication (collectively, "notice") to be given or made hereunder by either party hereto shall be in writing and delivered to the address first above written and shall either be delivered by hand delivery or by a nationally recognized next day delivery service (e.g., FedEx). Such notice shall be deemed given on the next business day after such hand delivery or the notice is placed in the possession of the delivery service. Notice may be given by electronic mail or fax to the Shareholder at an email address or fax number provided by him or her in the Application, in which case notice is deemed given on the next business day after the transmission.
9. Any appendices and attachments hereto and the Work Rules, Regulations and Requirements of the Corporation are incorporated herein and made a part hereof,

IN WITNESS WHEREOF, the parties have executed this Agreement on _____

SHAREHOLDER(s)

Print Name(s)

Signature

Signature

HEATHCOTE-OVERHILL CORPORATION

By:_____

Print name and Title