

Master Apartments
310 Riverside Drive, New York, NY 10025

MINOR RENOVATION AGREEMENT

Date: _____

Shareholder(s): _____

Apartment:

You have requested of Master Apts., Inc. (The "Corporation") permission to perform minor renovations as described in the attached Exhibit A (hereafter collectively referred to as "the Work"), in the above-referenced apartment.

Such permission is granted, with the following conditions:

1. Before any work is begun you shall:

(a) Provide the Building Manager with a complete and conformed copy of every agreement made with contractors and suppliers

(b) Procure from your contractor, or contractors:

(i) Comprehensive personal liability and property damage insurance policies, each in the amount of \$1,000,000.00, which policies name Master Apts., Inc. (the Corporation), Orsid Realty Corp. (the "Managing Agent"), as well as yourself, as additionally insured parties.

(ii) Workmen's compensation and employees liability insurance policies, covering all employees of the contractor, contractors or subcontractors.

(c) Procure from your contractor or contractors a written agreement in the form of Exhibit B.

(d) Provide to the Managing Agent a security deposit in the amount of \$500.00 payable to Master Apts., Inc. The Corporation shall be the sole arbiter in the determination of charges, if any, to be deducted from this deposit at the end of the Work.

(e) Provide a check in the sum of \$100.00 payable to Orsid Realty Corp, the Managing Agent, as a processing fee in connection with this request.

2. It is understood that:

(a) You assume all risks of damage to the building and its mechanical systems, and to persons and property in the building which may result from or be attributable to the work being performed hereunder and all responsibility for the maintenance and repair of any alterations and installations after completion. If the operation of the building, or any of its equipment, is adversely affected by the work, you shall, when so advised, promptly remove the cause of the problem.

(b) You recognize that there will be no change in the operations of the building's heating system to facilitate the functioning of any heating units you may be installing.

(c) The alterations and materials used shall be of a quality in keeping with the general character of the building.

(d) You undertake to indemnify the Corporation, the Managing Agent and tenants of the building for damages suffered to person or property as a result of the work performed hereunder, whether or not caused by negligence, and to reimburse the Corporation for any expenses (including, without limitation, reasonable attorneys' fees and disbursements) incurred as a result of such work.

3. All permitted work shall be completed expeditiously and all work must be completed within 60 days. In the event the work is not completed within such period, the shareholder shall pay to the Corporation \$100.00 per day for each calendar day that the work remains incomplete.
4. No work shall be done except between the hours of 8:00 AM and 5:00 PM (with no noisy work before 9:00 AM), Monday through Friday. No work shall be done on Saturdays, Sundays and holidays.
5. All precautions will be taken to prevent dirt, dust and odors from permeating other parts of the building during the progress of the alteration. If, at the Corporation's discretion, dirt, dust and/or odors affect other areas of the Building, the Corporation may take such steps as it determines to be necessary to clean or sanitize the affected areas and the Shareholder will reimburse the Corporation for all costs and expenses. Materials and rubbish will be placed in boxes, barrels or bags before being taken out of the apartment via the service elevator, at such times as the Superintendent of the building may direct.
6. New flooring in kitchens, bathrooms or utility rooms with plumbing fixtures shall be installed over a liquid-applied waterproofing membrane, as approved by the Building Architect.
7. New flooring in living areas (other than the "wet" spaces noted above), whether wood, tile, stone or other applied finish, shall be installed over noise-dampening acoustical padding, as approved by the Building Architect.
8. If your Work includes the installation of clothes washing and/or drying machines, said installation shall comply with the Washer/Dryer Guidelines in the House Rules, May 2014.
9. You recognize that by granting consent to the work, the Corporation does not profess to express any opinion as to the design, feasibility or efficiency of the work.
10. Your failure to comply with any of the provisions hereof shall be deemed a breach of the provisions of the Proprietary Lease, pursuant to which your consent has been granted, and, in addition to all other rights, the Managing Agent may also suspend all work and prevent workmen from entering your apartment for any purpose other than to remove their tools or equipment.
11. This agreement may not be changed orally. This agreement shall be binding on you, the Corporation and our personal representatives and authorized assignees.

Submit this Agreement along with requested checks and appropriate licenses and insurance certificates Denisa Music, Alterations Coordinator, Orsid Realty Corp., 1740 Broadway 2nd Floor, New York, NY 10019

AGREED: _____ for Master Apts., Inc.

Shareholder

Joint Owner (if applicable) Name and title

Date: _____

Date: _____

EXHIBIT A

Description of Proposed Minor Renovation Work

Note: Only work that can be categorized as purely cosmetic can be performed under a Minor Renovation Agreement. This may include painting, installation of new flooring, refinishing existing flooring, cabinetry, direct replacement of plumbing fixtures, new appliances, and similar non-structural work. If the work that you propose involves the removal of any walls, erection of new partitions, new plumbing or mechanical equipment, relocation or removal of any plumbing fixtures, or opening of new doorways to combine units - that is, any work that would require filing with the New York City Department of Buildings for a Work Permit - you must submit plans prepared, signed and sealed by an architect or engineer and execute an Alteration Agreement.

EXHIBIT B

Date:

Board of Directors
Master Apts., Inc.
c/o Orsid Realty
1740 Broadway, 2nd Floor
New York, NY 10019

Re: Apartment No: _____ (the "Apartment")
310 Riverside Drive
New York, NY 10025

Shareholder: _____ (the "Shareholder")

Dear Sir/Madam:

This letter will confirm that the undersigned has (i) reviewed and fully understood the terms and provisions of a Minor Renovation Agreement dated _____ (the "Agreement") between Master Apts., Inc. (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 that it will not make any claim against, or seek to recover from (a) the Corporation or the Corporation's shareholders or (b) the Corporation's or the Corporation's shareholders' servants, agents, partners, guests, licensees, invitees, tenants or employees (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 to the carelessness or 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 unless such injury or loss of life or loss or damage to property is caused by the carelessness or negligence of that Indemnified Party.

Sincerely,

Contractor

By: _____

Name: _____

Title: _____

RIDER TO MINOR RENOVATION AGREEMENT

PAINT DUST AND DEBRIS CONTAINMENT

The Tenant Shareholders shall cause his/her contractors to use safe work practices during renovation work and to take precautions to prevent the spread of dust and debris that 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 resident'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 further 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* defined as an area less than one square foot per room).

The Tenant Shareholder shall cause his/her contractors to perform their work consistently with the recommendations of the Task Force and, upon completion of the work, to perform specialized cleaning of the work area using methods designed to safely remove dust and debris which may contain lead.

The Tenant Shareholder shall receive assurances from his/her contractors that they have knowledge of lead-based paint hazards and that they will perform the work and clean-up in a manner that will avoid creating lead-based paint hazards. The contractor is to provide evidence of having completed training in this category of work, as approved by the Environmental Protection Agency (the "EPA").

No less than ten (10) days prior to beginning renovation activities in the Apartment, the contractor shall provide the Shareholder with 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 of having mailed the same. The Shareholder hereby acknowledges that the Corporation has no liability or obligation in connection with this notification requirement of the EPA.

AGREED:

Shareholder

Shareholder

Date: