

MAXWELL - KATES, INC.

TO ALL SHAREHOLDERS

244 Madison Realty, Corp.
244 Madison Avenue
New York, New York 10016

Re: Alteration Agreement

Ladies & Gentlemen:

Enclose please find the following documents approved by the Board of Directors at the 244 Madison Realty, Corp.

- Alteration Schedule of Fees
- W9 Form (Security Deposit)
- Sample Certificate of Insurance
- Alteration Agreement
- Lead Based Paint EPA Certification
 - Please note this residential dwelling was built prior to 1978 the property may present exposure to lead from lead-based paint. Shareholders are to employ only licensed and certified Lead Paint removal and disposal companies.
 - Evidence of licensing and certification of Lead Paint contractors shall be submitted to the Managing Agent prior to the commencement of work.

All documentation and fees should be submitted to management at:

Maxwell Kates Inc.
9 East 38th Street, 6th Floor
New York, New York 10016
Attn: Cindy Chan

Should you have any questions please feel free to contact management at 212-684-8282 ext. 5661

Sincerely,
Maxwell-Kates, Inc. a/a/f
372 Fifth Avenue Owners Inc.

Management

244 Madison Realty, Corp.

ALTERATION FEES

Please provide individual checks for the following:

Security Deposit: (10%) of the project value (including contractor and sub-contractor costs) or \$3,000, whichever is greater

Payable to the 244 Madison Realty, Corp. - (W9 form required)

- Alteration/Cleaning Fee: \$150.00 – one time charge
- Application/Processing Fee: ***Payable to Maxwell Kates Inc. (Page 5)***
 - Fee/Project Value: Up to \$24,999 the fee will be **\$250.00**
 - Fee/Project Value: Up to \$25,000 and above the fee will be **\$300.00**

All documentation and fees should be submitted to management at:

Maxwell Kates Inc.
9 East 38th Street, 6th Floor
New York, New York 10016
Attn: Cindy Chan
cchan@maxwellkates.com

Should you have any questions, please contact management at 212-684-8282 ext. 5661

Sincerely,
Maxwell Kates Inc. a/a/f
372 Fifth Avenue Owners Inc.

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number									
				-			-		
or									
Employer identification number									

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

ACORDTM CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
ISSUE DATE

PRODUCER BROKERS NAME & MAILING ADDRESS	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	FAX & PHONE NUMBER	INSURERS AFFORDING COVERAGE
INSURED CONTRACTORS NAME & ADDRESS	INSURER A:	INSURANCE COMPANY NAME
	INSURER B:	COMPANY SHOULD HAVE A BEST'S RATING OF A VIII OR BETTER
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS								
		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	POLICY	DATE	DATE	EACH OCCURRENCE \$ \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ \$100,000 MED EXP (Any one person) \$ \$5,000 PERSONAL & ADV INJURY \$ \$1,000,000 GENERAL AGGREGATE \$ \$2,000,000 PRODUCTS - COMP/OP AGG \$ \$2,000,000								
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$								
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$								
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$	POLICY	DATE	DATE	EACH OCCURRENCE \$ \$2,000,000 AGGREGATE \$ \$2,000,000 \$ \$ \$								
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	POLICY	DATE	DATE	<table border="1"> <tr> <td>WC STATUTORY LIMITS</td> <td>OT-ER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$ \$100,000</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$ \$100,000</td> </tr> <tr> <td>DISEASE - POLICY LIMIT</td> <td>\$ \$500,000</td> </tr> </table>	WC STATUTORY LIMITS	OT-ER	E.L. EACH ACCIDENT	\$ \$100,000	E.L. DISEASE - EA EMPLOYEE	\$ \$100,000	DISEASE - POLICY LIMIT	\$ \$500,000
WC STATUTORY LIMITS	OT-ER													
E.L. EACH ACCIDENT	\$ \$100,000													
E.L. DISEASE - EA EMPLOYEE	\$ \$100,000													
DISEASE - POLICY LIMIT	\$ \$500,000													
		OTHER												

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 MAXWELL-KATES, INC. THEIR RESPECTIVE OFFICERS, EMPLOYEES, AGENTS AND 244 MADISON REALTY CORP., LOCATED AT 244 MADISON AVENUE, NY 10016 (SHAREHOLDERS(S) NAME & APT#) ARE NAMED AS ADDITIONAL INSURED.

CERTIFICATE HOLDER 244 MADISON REALTY CORP. APT# _____ C/O MAXWELL-KATES, INC. 9 EAST 38TH STREET, 6TH FLOOR NEW YORK, NEW YORK 10016 ATTN: MAX FREEDMAN	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
	AUTHORIZED REPRESENTATIVE SIGNATURE

244 MADISON REALTY CORPORATION

DECORATIONS AND ALTERATIONS - REVIEW PROCESS

DATED 4-2-04

THE START DATE OF ANY ALTERATION IS STRICTLY CONTINGENT UPON ITS POTENTIAL IMPACT ON THE QUALITY OF LIFE OF OTHER SHAREHOLDERS AND BUILDING OPERATIONS. THEREFORE, THE START DATE OF A PROJECT MAY BE DELAYED/POSTPONED AT THE SOLE AND UNILATERAL DISCRETION OF THE BOARD OF DIRECTORS.

DECORATIONS AND ALTERATIONS - REVIEW PROCESS

In order to ensure that your decoration or alteration review process proceeds expeditiously, we have prepared the following information to clearly explain the process.

All work falls within one of two categories:

Decorations - Including, but is not limited to, painting, wall covering, refinishing of floors and other cosmetic work. Generally, will not require any approval by the engineer/architect for the Building nor the Board of Directors, but work must comply with the Corporation's policies and procedures.

Alterations - Any type of construction. Will require approval by the engineer for the Building and the Board of Directors and work must comply with Building policies and procedures. Please review the attached *Alteration Policies and Procedures* prior to planning your alteration.

STEPS OF THE REVIEW PROCESS

1. REQUEST DECORATING/ALTERATION APPLICATION.

2. PROVIDE A WRITTEN EXPLANATION OF CONTEMPLATED WORK:

Decorations - A letter outlining the work, estimated time of completion and copies of contractor agreements. Skip to and comply with Steps 6a and 6b, below.

Alterations – Submit scope of work and specifications, three sets of architectural plans, project flow chart/construction schedule (outlining each phase of construction) and contact information for Shareholder's architect. Building's Architect will review and formulate comments, at Shareholder's expense.

3. 244 MADISON SUPERINTENDENT WALKS THROUGH UNIT WITH INITIAL SET OF PLANS:

Superintendent reviews plans, scope of work and walks through unit in order to formulate any comments or concerns that will be forwarded to Building's Architect.

4. SHAREHOLDER'S ARCHITECT ADDRESSES ALL BUILDING ARCHITECT'S ISSUES:

The amount of time necessary to complete this phase of the process is dependent upon the scope of work and completeness of the original submission. The Managing Agent will administrate the review process. All plans and review comments will flow through the Managing Agent's office for distribution to the appropriate parties.

The Shareholder may begin the NYC Department of Building (NYC DOB) permit application process and the managing agent will execute applicable permit applications, with the expressed understanding that such accommodation does not imply any alteration approval (actual or conceptual) and that no work will commence until all Corporation approvals and conditions have been satisfied, provided that such a request is made, in writing, as follows:

“This is to confirm that the signing of the forms by the building management does not give us the permission to commence with the demolition or construction of the above property. The signing is for the purpose of expediting the building permit process. As discussed, we will await further permission from the NYC DOB and building management in order to commence with any demolition or construction as per approved plans.”

5. PLANS SUBMITTED TO THE BOARD OF DIRECTORS FOR APPROVAL.

After the Shareholder’s architect has completely addressed and satisfied all of the Building architect’s issues, 3 sets of revised (if necessary) must be provided to the managing agent for submission to the Board of Directors for approval.

6. COMMENTS FROM THE BOARD OF DIRECTORS ARE ADDRESSED:

Depending on the nature of the comments, either the Building’s architect and/or the Shareholder’s architect will address the comments until all comments have been resolved and approved by the Board of Directors.

7. FINAL PREPARATIONS TO ALLOW SCHEDULING AND WORK TO COMMENCE:

The following items must be submitted:

- a. Fully executed Alteration or Decoration Agreement, as applicable **and full compliance with all preconstruction agreement provisions.**
- b. Certificate of Insurance naming 244 Madison Realty Corporation; Maxwell-Kates, Inc.; and the Unit Shareholder *all* as Additional Insured.
- c. Final project flow chart/construction schedule.
- d. All applicable NYC Department of Building permits for planned work.
- e. Copy of contract between the Shareholder and General Contractor.
- f. Copy of General Contractor Indemnification Letter listing its NYC license number.
- g. A letter from the Shareholder’s architect attesting to the accuracy of the estimated project value.
- h. Copy of Shareholder’s letter to adjacent Shareholders.
- i. Remit Alteration Security Deposit – Payable to 244 Madison Realty Corporation
- j. Remit Alteration Processing Fee – Payable to Maxwell-Kates, Inc.

See Following Two Pages For:

244 MADISON REALTY CORPORATION

ALTERATIONS - PROCEDURES AND FEES

244 MADISON REALTY CORPORATION

ALTERATIONS - PROCEDURES AND FEES
DATED 4-1-04

1. TIME AT WHICH AN ALTERATION MAY COMMENCE:

No work can commence until: All permits and approvals are in place; all preconstruction Alteration Agreement provisions have been met; all parties have executed the Alteration Agreement; and the Superintendent has scheduled a start date.

Factors such as the location and scope of work of your project, as it relates to other projects currently underway (in scope, location within the building, number of projects) and other common element building projects all are taken into consideration. The Corporation will not permit an alteration that places any one Shareholder in a position of having more than one adjacent (side, above or below) alteration underway, at any one given time.

2. DESIGN POLICIES:

- a. No channeling of floor, wall or ceiling slabs.
- b. No "wet areas" over "dry areas" (i.e. no bathrooms over bedrooms).
- c. Same room use over same room use (i.e. bedroom over bedroom).
- d. No noisy use over quiet use (i.e. no fitness rooms over bedrooms).
- e. Common Element space cannot be incorporated into the alteration without Board approval.

3. DEMOLITION:

To the extent feasible, all demolition must be scheduled at the "front end" of the project.

4. DURATION OF THE ALTERATION:

- a. The duration of the alteration, as submitted by the shareholder's architect, must be considered attainable and realistic by the Building's architect, Superintendent and Board of Directors. If an extension is granted to go beyond the stated term in the Alteration Agreement, such extension is subject to a daily fee, to be determined by the Board of Directors.

5. WORK DAYS / WORK HOURS / HOURS OF NOISY WORK / HOLIDAYS / SHUT-DOWNS:

- a. Work Days: Weekdays, except below listed exceptions and holidays. No work on weekends.
- b. Work hours: 9:00AM to 4:00PM.
- c. Hours of noisy work: 10:00AM to 4:00PM
- d. No work Wednesday, Thursday or Friday during Thanksgiving week.
- e. No work 12/24 through 1/1.
- f. No working on Federal holidays or religious holidays as designated by the Board of Directors.
- g. Water shut-downs must be scheduled with the Superintendent, on at least 48 hours notice and can only occur between the hours of 10:00AM and 3:00PM (at intervals and length of time subject to the sole and unilateral discretion of the Superintendent).

6. WRITTEN NOTICE OF ALTERATION / DECORATION TO ADJACENT SHAREHOLDERS:

Shareholder will send each adjacent Shareholder a letter describing the general extent of the alteration or decoration and its duration; at least one week prior to the commencement of work. The letter must also include indemnification language to ensure that the Shareholder performing the alteration will remedy all damages that result from the alteration. See sample contained within the Alteration Agreement.

7. TOOL PROHIBITIONS:

No impact tools may be used at any time.

8. INSPECTION BY BUILDING'S ARCHITECT:

During demolition, the construction phase and immediately before closing walls/ceilings/floors containing building service lines, the Corporation reserves the right, at its sole and unilateral discretion, to have the architect/engineer for the Corporation perform inspection(s) at the Shareholder's expense.

9. FEES / SECURITY DEPOSIT

- a. *Alteration Processing Fee:* Shareholder will remit an alteration processing fee based on the total project value. Fee/Project Value: Up to \$24,999 the fee will be \$250.00, \$25,000 and above the fee will be \$300.00
- b. *Security Deposit:* Shareholder must remit a Security Deposit in an amount of ten percent (10%) of the project value (including contractor and sub-contractor costs) or \$3,000, whichever is greater, and complete an IRS Form W-9 for purposes of establishing a non-interest bearing security deposit account at a financial institution.
- c. *Water Shutdown Fee:* Each alteration will include TWO water shutdowns per alteration at no cost. The third and fourth water shutdowns will cost \$200 and \$500, respectively, with water shutdowns thereafter costing \$500 each.
- d. *Administrative Fee For Incomplete Projects:* If an extension is granted to go beyond the stated term in the Alteration Agreement, such extension is subject to a daily fee, to be determined by the Board of Directors.

10. WORK STOPPAGE:

The Superintendent or Managing Agent retain the right to stop work for a breach of any of the terms of the Alteration Agreement and/or these Policies and Procedures:

NON-COMPLIANCE AND/OR DEVIATION FROM THE PLANS APPROVED BY THE CORPORATION WILL RESULT IN AN IMMEDIATE JOB SHUTDOWN OF ALL WORK

244 Madison Realty Corporation Apartment Alterations

Congratulations on your decision to upgrade your apartment! The Board of Directors and Maxwell-Kates wish you the best in the process of refurbishing your apartment. While we are free to exercise our individual taste in our apartments, in making alterations we must act to protect the safety, comfort and privacy of fellow residents and to minimize burdens put on the building's systems and service facilities. To achieve these goals, policies and procedures have been established for the benefit of all residents. Therefore, it is essential that all alterations be authorized and monitored for the safety and convenience of everyone and to ensure the most efficient assistance from the building's staff. Alteration projects cannot be commenced without regard to the scheduling of other projects in the building.

An Alteration Application, including complete plans (demolition, construction, electrical, plumbing, ceiling, etc.) and specifications prepared by a NYS licensed Architect or Engineer and a "layman's" description of the work to be performed, must be submitted to the Managing Agent whenever the shareholder proposes to demolish any part of a wall, floor, or ceiling, replace windows, remove or install a through-wall air conditioning unit, alter any of the water, gas or steam pipes, electrical conduits or plumbing fixtures or fittings, or any work that requires filing with a governmental agency.

The Corporation does not consider carpeting, wall-papering, painting, minor repairs and redecorating to be alteration work.

Based upon the scope of the work shown in the Alteration Application, the Corporation will determine whether an Alteration Agreement or a Decorating Agreement is appropriate. Either an Alteration Agreement or a Decorating Agreement must be signed by the shareholder and by an officer of the Corporation before any work is commenced.

Upon receipt of your completed application, it will be reviewed by management, and if necessary, the Board of Directors, a professional architect or engineer designated by the Corporation and approved, disapproved or additional information may be requested.

Once the approval process has been completed, you will be provided with the appropriate agreement for execution.

ALTERATION / DECORATING APPLICATION
244 MADISON REALTY CORPORATION
244 MADISON AVENUE
NEW YORK, NEW YORK 10016

****SUBMIT IN TRIPLICATE TO MAXWELL-KATES, INC.****

Name: _____

Apartment Number: _____

Home Phone: _____ Work Phone: _____

Requested Commencement Date for Work: _____

Plans _____ pages 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 work: _____

(Attach additional pages if necessary)

NO ALTERATION/DECORATION WORK CAN BE COMMENCED UNLESS AND UNTIL AN ALTERATION / DECORATING AGREEMENT SATISFACTORY TO THE CORPORATION HAS BEEN EXECUTED BY YOU AND BY AN OFFICER OF THE CORPORATION AND ALL THE TERMS OF SUCH ALTERATION AGREEMENT ARE COMPLIED WITH.

Shareholder

Shareholder

Date: _____

1. Before beginning new work in any apartment, all workers must check-in and review work plans with the building superintendent. Upon arrival and departure each workday, workers must sign into and out of the building with the superintendent.
2. All workers must have identification that confirms their employment with the prime and sub contractors. Labeled shirts are preferred.
3. All work must be done on weekdays. No work is permitted on weekends, federal, state and union holidays or important religious holidays. Check with the superintendent for specific dates.
4. No work may be done in the building outside of specified work hours, 9:00 a.m. to 4:00 p.m.

For purposes of these rules, "heavy" construction work means hammering, drilling and work of similar noise quality, and "light" construction work means all other construction work. "Construction work" does not include decorating, painting, cleaning or similar work that causes no more noise than the apartment residents themselves might cause.

5. Any cabinetwork that is to be fixed to walls or is immovable must provide immediate access to heating, plumbing, gas, electrical, and telephone lines. Specific details must be reviewed with management and the superintendent.
6. Circuit breakers and circuit breaker panel, gas meter, telephone boxes and plumbing valves:
 - A. Must be easily accessible.
 - B. Individual circuit breakers should be labeled as to which rooms they control.
 - C. Upon completion of work, diagrams showing the location of the above items must be given to the superintendent and management.
7. Contractors delivering materials or equipment to or removing them from an apartment must observe the building's general rules for deliveries and removals. The applicable rules depend on whether the delivery or removal is "major" or "minor." The superintendent will determine whether any particular delivery or removal is major or minor after consultation with the contractor or apartment residents involved.
8. Delivery or removal of any items that might damage the elevators, wallpaper, flooring, etc., or that would require one of the elevators to be keyed for manual operation, will be treated as a major delivery or removal.
 - A. No more than one apartment resident or contractor may schedule a move-in, move-out or major delivery or removal on any given day.
 - B. Major deliveries or removals must be scheduled through the superintendent at least two business days in advance.

C. Minor deliveries or removals — that is, deliveries or removals other than those determined to be major — must be scheduled through the superintendent at least one business day in advance.

9. All workers must use the service entrance when entering and exiting the building. All materials and equipment must be brought into and removed from the building through the service entrance.

10. Contractors must arrange and/or provide for protection of the common areas of the building after consulting with the superintendent. Common areas include the elevator cabs, the lobby flooring and the hallway carpeting and wallpaper, subject to the direction and supervision of the superintendent. All protective materials in the common areas must be removed at the end of each workday.

11. During heavy construction, the front door should be taped closed. This requirement helps prevent dust from entering common foyers and elevators. Hallway doors must be wiped with a damp cloth before leaving the apartment and workers must wipe their shoes on a wet cloth before leaving the apartment.

12. Refuse must be removed in sturdy metal or plastic bins. Removal times must be approved by the superintendent. No refuse may be left in back elevator halls, basement, courtyard or sidewalks.

13. Contractors may not use hazardous or malodorous materials, such as petroleum-based solvents or floor treatments. All materials slated for use must be reviewed with the superintendent.

14. When work is complete, the superintendent will inspect the common areas near the apartment, including the hallway carpeting. Shareholders will be charged for any damages to this area. If the hallway carpeting has become soiled, the shareholder will be charged the cost of cleaning the carpeting.

15. There must be a designated, English speaking foreman in the apartment at all times with whom the superintendent can discuss any work problem. In addition, the superintendent should be given the beeper number for the contractor should there be an urgent reason to reach the contractor.

16. The superintendent has the authority to order work suspended, in part or entirely, if he has reason to believe that any aspect of work being done is unauthorized or unsafe or if he believes that there is a failure to cooperate with house work rules. The suspension shall continue until all responsible parties can agree to an acceptable solution.

I have read and understand the Rules for Contractors Working in Apartment Units and I agree to abide by the rules as listed.

General/Prime Contractor _____ Date _____

Shareholder _____ Date _____

244 Madison Realty Corporation
c/o Maxwell-Kates, Inc.
9 East 38th Street
New York, New York 10016

Re: Apartment # _____
244 Madison Avenue
New York, New York 10016

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 244 Madison Realty 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 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, architect, 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,

[Name of Contractor]

By: _____

Name:

Title:

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

DEAR _____:

In accordance with the Alteration Agreement between me and 244 Madison Realty 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 120 continuous working 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 must also permit my designated representative to inspect any damage you claim my alterations have caused.

Very truly yours,

Shareholder

Apartment No.: _____

Date: _____