

COOPERATIVE QUESTIONNAIRE

**ONCE COMPLETED
PLEASE RETURN TO:**

MATTHEW@GOLDGRUBLAW.COM

Co-op Corporate Name:

Andrew Leight- Email:aleight@akam.com

Managing Agent: Contact: Brittany Schwartz **Ph:** bschwartz@akam.com

Unit Information: 35G-\$1,882.98 - 382 Shares
35H-\$1,390.07 - 282 Shares

Current Maintenance: _____ **Shares:** _____

Please provide the following unit information:

Total units in the project:	<u>262</u>	Total units sold and closed	<u>206</u>
Total Owner occupied units:	<u>205</u>	Total Sponsor units:	<u>56</u>
Total Bank or Co-op owned Units:	<u>1</u>	Total investor owned units:	<u>0</u>

Please answer the following questions:

1. Is the cooperative subject to leasehold estate/ground rent? Yes _____ No X
- 1a. If there is a land lease, please attach a copy also please indicate when the land lease expires and when the next rent adjustment year is.
2. What is the conversion date of the Co-op? 1982
3. Are there any commercial units? Yes X No _____ If yes, how many units? 7
4. Does a single entity (including the same individual, investor group, partnership, or corporation, except the developer or sponsor/ holder of unsold shares) own 10% (or more) of the total units in the project? Yes _____ No X
5. If there are sponsor held units/shares, is the sponsor current on financial obligations and has been current for the past 12 months? Yes X No _____ No Sponsor units in project _____
6. If there is a blanket mortgage, is there a balloon payment due less than two years or is the mortgage an adjustable rate mortgage that is due for a rate adjustments in the next two years? Yes _____ No X or No Mortgage _____
7. Are payments of the underlying Mortgage current? Yes X No _____ or No Mortgage _____
8. Is there any litigation pending? Yes _____ No X
If yes, please describe: _____
9. Proprietary Lease expiration date (mm/dd/yyyy) 9/30/2056
10. Is there is a Flip Tax? Yes _____ No X

a.) What is the Flip Tax Percentage/Amount or how is it calculated? _____

11. What is the maximum financing or LTV the Co-op will permit? 75%

12. Are more than 10% of the shareholders delinquent for more than 30 days? Yes _____ No X

13. Please provide the maintenance or common charges increases for the past five years? 2022- 3%
2021-3.5%
2020-2.75%

14. Is there a maintenance or common charges increase planned for this year? None at this time.

15. Is there any special assessment in effect or contemplated? n/a
see #16

16. When was the last special assessment? june 2022 - one time special assessment
The assessment is the abatement/assessment - Each year in June, there is a one-time special assessment to offset the tax abatement. All shareholders are responsible to pay the assessment even if they are not eligible for the tax abatement

17. Total Amount in Reserve Fund as of the date of this Questionnaire?
approx 2mm

18. What capital improvements or service upgrades are anticipated over the next five years for the co-op and how will such repairs or replacements be paid for? The building is about to undertake an elevator modernization. The elevator cars will be out for about 45 weeks. Once started and until completed there will be a moratorium on alterations. reserves/operating

19. What capital improvements have been completed in the past five years?
111

20. What is the sublet policy? Are there any restrictions? Are there any fees?
Usually not permitted but has been permitted in the past due to hardship. For example, relocation for job purposes and it must be documented in writing. A letter of intent must be submitted to mgmt who then will forward to the Board for their review and approval of such request.

21. Are pets permitted? ____ If so, what is the pet policy? No exotic animals. Cats/Fish allowed
see attached dog consent form. Max 20lbs

22. Are there any physical problems with the proposed apartment, such as leak conditions, that have not been remedied in all respects. Not to my knowledge

23. Is there a washer/dryer in this Unit? Are washer/dryers permitted in individual units?
Permitted subject to board approval and submittal of an alteration agreement and review and approval by the building's reviewing engineer as well.

24. Are there any leak conditions in any other apartments that might affect the buyer's apartment?
Not to my knowledge

25. Are there any problems with vermin, roaches or bedbugs?
Not to my knowledge.

26. Are there any building-wide problems with heating, cooling, plumbing, electricity, elevators, leaks, vermin or pest infestation (particularly bedbugs) or any other building-wide service or mechanical system?
Not to my knowledge

27. Are there any mechanical or occupant-related noise problems affecting the building or the apartment?
not to my knowledge

28. Which utilities are included with maintenance? heat/hot water
(electric is sub-metered and charged as a separate line item to shareholder's accounts each month)

29. If each apartment has its own heating and cooling system, what type of system is it?

30. Have any alterations or improvements been made to the apartment? If so, have such alterations been made to the apartment with the consent of the Board and/or the managing agent? not to my knowledge.

31. Have all necessary governmental approvals, consents and sign-offs been obtained?

32. Please provide a copy of the alteration policy. attached
note, there will be a complete alteration moratorium once the elevator project begins for the totality of the project likely 45 plus weeks.

33. Are there any existing tax abatements affecting the building? If so, how many years remain on the abatement? no

34. What portion of the maintenance is tax deductible? see attached tax deduction letter
35. Are there any lot line windows in the apartment unit? n/a
36. Are there any restrictions on non-U.S. citizens purchasing in the coop? Please explain.
37. Are there any restrictions regarding purchasing via an LLC or other corporate entity? Please explain.
38. Are there restrictions on who may purchase units in the building (income restrictions)? Please explain.
39. Are there restrictions on the use of the apartment? Please explain
40. Are parents permitted to act as guarantor for a child?
Case by case
41. May a parent purchase the apartment for a child?
Case by cases if child is working.
42. Are co-purchasers permitted (i.e. parent for child)?
Case by case
43. What repairs or replacements need to be undertaken in the apartment, if known?
not to my knowledge.
44. Are there any mechanical or engineering surveys on the building available for review?
not to my knowledge
45. Are there any governmental violations outstanding on the building or the apartment?
not to my knowledge
46. Are there any known environmental conditions that were remedied or are presently a problem?
not to my knowledge
47. Is there any other adverse physical or financial issues affecting the co-op, the building, the Board, the seller or the apartment that has not been previously disclosed? not to my knowledge
48. Does the building require shareholders to have homeowners insurance? Is this required at the closing?
yes all shareholders should have insurance for their units and belongings. This is required at closing.
49. Are any of the units rent stabilized/ rent controlled? If so, how many?
some sponsor apartments. dont have the exact number
50. Is storage available? If so, please explain.
no
51. Is parking available? If so, please explain.
Ran by a 3rd party and you would need to contact them directly on pricing and availability.
52. Please detail all coop/coop attorney/transfer agent fees required to be paid at closing by Purchaser (i.e. move-in fee, move-in deposit fee, recognition agreement review fee, etc.).

I hereby certify that the information provided above is true and correct to the best of my knowledge:

Name:	<u>Melissa Drake</u>	Date:	<u> </u>
	<u>Brittany Schwartz</u>		
Organization:	<u>Akam</u>	Phone:	<u> </u>
Signature of Representative:	<u>Brittany Schwartz- Assistant Property Manager</u>	Title:	<u> </u>
	<u>Melissa Drake- Senior Transfer Agent</u>		

CONSENT FORM

APARTMENT CORPORATION: **Murray Hill Mews Owners Corp.** (the "Corporation")

BUILDING: **160 East 38th Street, New York, New York**

APARTMENT: _____

SHAREHOLDERS: _____ (collectively, "Shareholder")

This is to acknowledge that the Corporation hereby approves Shareholder's request to harbor one (1) dog weighing not more than twenty (20) pounds at full grown weight in Shareholder's Apartment. No pet may reside in the Building without the Corporation's prior consent. Consent to any specific pet not intended to be, nor shall it be construed as consent to any successor or replacement pet.

Shareholder further agrees that under no circumstance will pets be allowed on the following areas:

- a) Lobby entrance. Shareholders must use the service entrance to enter and exit the building with their pets.
- b) All residential common areas. Except for the use of hallways solely to and from the service elevator to the Shareholder's Apartment or the service entrance.

In addition Shareholder agrees that:

- c) Dogs taken onto any common area of the Building will be on a leash, no longer than 6 feet long, at all times. Shareholders must carry their dogs when walking through the lobby.
- d) Dogs must be curbed away from the front entrance area and immediate sidewalks of the Building.
- e) Dogs must wear identification tags at all times outside of Shareholder's Apartment.
- f) Dogs must be properly cared for and vaccinated in strict accordance with all health requirements issued by the City and State of New York.
- g) Shareholder agrees that Shareholder will be held liable for all damages, including reasonable attorneys' fees, caused by Shareholder's pet, including but not limited to the following:

- 1) Claims by other shareholders of the Building for damages to other shareholders' apartments, other shareholders' property and personal injury damages claimed by other shareholders.
 - 2) Damages claimed by other shareholders of the Building due to their inability to fully enjoy the use of their apartments because of a disturbance caused by Shareholder's pet.
 - 3) Damages to any common areas of the Building.
- h) Notwithstanding payment by Shareholder of damages as provided in Article (h) of this Consent Form, in the event of any breach by Shareholder of the prohibitions contained in Articles (a) through (g) of this Consent Form, Shareholder shall be liable to the Corporation for payment of the sum of \$100 per violation. Said payment shall be made by Shareholder to the Corporation within 10 days of notice by the Corporation to Shareholder of any such violation. If no payment is received by said date, the Corporation may add such sum to Shareholder's monthly maintenance bill as additional rent and seek collection of same pursuant to the Proprietary Lease of the Corporation. Continued violation of this Consent Form shall be deemed a default under the Proprietary Lease.
- i) Shareholder must pay a one-time fee of \$750 for the privilege of being able to harbour a dog under the conditions stated above. This fee shall be payable with submission of this agreement.

Please provide the breed of the dog in this space: _____

ACKNOWLEDGED, UNDERSTOOD AND AGREED

Shareholder: _____ Date: _____

Shareholder: _____ Date: _____

Murray Hill Mews Owners Corp.

By: _____ Date: _____

**Re: Alteration Package for
Murray Hill Mews 160 E. 38th Street New York, NY 10016**

Dear Shareholder:

On behalf of the Board of Directors of Murray Hill Mews, management will review your request for alterations to be made in the referenced premises, upon submission of the following documents and information:

1] Plans must be submitted in a form that can be reviewed by an independent architect and/or engineer, if necessary. We may elect on behalf of the Apartment Corporation to retain an independent architect and/or engineer at your cost and expense to review the plans to insure that the alterations being made will not, in the sole opinion of the Board of Directors, adversely affect the public areas or the mechanical portions of the building or other tenant-shareholders' units.

2] Obtain from all contractors comprehensive personal liability and property damage insurance policies satisfactory to the Board of Directors. Comprehensive personal liability and property damage insurance policies should be in amounts of least \$1,000,000. **The policies must name you (the shareholder), Murray Hill Mews Owner's Corp., Murray Hill Mews Board of Directors and AKAM Associates, Inc. each as "Additionally Insured", not simply "Certificate Holders".** Such policies shall provide that they may not be terminated until at least ten days after written notice. The contractor shall exhibit proof of **workmen's compensation** and **employees liability insurance** policies, covering all employees of the contractor, contractors, or subcontractors. All such policies, or certificates evidencing their issuance, shall be delivered to the Board including.

3] If the alteration request requires the services of an attorney, the cost of retaining said attorney will be at the sole cost and expense of the shareholder.

4] Plans, which have been approved by the New York City Building Department and all other governmental agencies having or asserting jurisdiction, must be submitted to the Board of Directors, with a work permit issued by the Building Department, for alterations requiring such approvals

5] Written approval from your lending institution, if applicable.

6] An executed Alteration Agreement, which is enclosed.

7] A check in the amount of **\$650.00 made payable to AKAM Associates, Inc.** for the review of the alteration plans.

8] **A refundable damage security deposit in the amount of \$1,000.00 payable to Murray Hill Mews Owners Corp.** must be submitted with your request. The deposit will be refunded to you at the completion of your alteration, less deduction for damages to common areas of the building, if any.

9] All documentation must be submitted in one package. Any incomplete submissions will not be reviewed until complete.

10] All fees and reimbursable expenses must be paid prior to commencement of any work.

11] In accordance with your Proprietary Lease written approval must be received from the Board of Directors prior to the commencement of any work.

12] An executed indemnification form from all contractor's, which is enclosed.

13] An executed MHM – COVID-19 Addendum Agreement

14] Copy of Contractor's and any Sub-Contractor's Workplace Vaccine Mandate Affirmation Certificate (blank certificate enclosed for reference)

15] The Good Neighbor Letter must be distributed to your neighbors 48 hours prior to the start of the project. The letter should be given to the entire floors above and below your apartment as well as to the residents on your floor. Also please pay particular attention to and adhere to the notification section (section 4) of the agreement.

If you wish to discuss this matter further, please contact me at bschwartz@akam.com or 646.329.1199.

Sincerely,

Brittany Schwartz
AKAM Associates, Inc.

Enclosed

ALTERATION AGREEMENT

This Agreement, made as of this _____ day of _____, 20____ between Murray Hill Mews Owners Corp. ("**Corporation**") having an address c/o AKAM Associates, Inc., 260 Madison Avenue, New York, New York 10016 and _____ ("**Shareholder**") having an address at 160 East 38th Street, New York, New York 10016.

WITNESSETH:

WHEREAS, the Shareholder desires to make alterations in apartment _____ ("**Apartment**") at 160 East 38th Street, New York, New York ("**Building**");

WHEREAS, the proprietary lease ("**Lease**") between the Shareholder and the Corporation provides that no alterations shall be made in the Apartment without the consent of the Corporation; and

WHEREAS, the Shareholder desires to obtain such consent;

NOW, THEREFORE, the parties agree as follows:

1. **Shareholder's Submissions.** Together with this Agreement, Shareholder is delivering to the Corporation:
 - a. detailed plans, drawings and specifications for the equipment proposed to be installed and/or the alterations proposed to be made which, if so required by the Corporation, have been prepared by a licensed architect or engineer. Such plans, drawings and specifications include a room by room list of the alterations to be made.
 - b. a check in the sum of **\$1,000.00** payable to the Corporation for the security deposit required to be posted by the Shareholder as provided for in Section 13 of this Agreement.
 - c. a check in the sum of **\$650.00** payable to AKAM Associates, Inc., managing agent for the Building ("**Managing Agent**"), as a processing fee in connection with this Agreement.
2. **Review of Plans, Drawings and Specification.** The plans, drawings and specifications submitted by the Shareholder shall be subject to review and approval by the Corporation and its architect or engineer ("**Corporation's Designated Engineer**"), and the Shareholder shall make such changes in and to such plans, drawings and specifications as the Corporation or the Corporation's Designated Engineer shall require in order to obtain such approval. The term "**Plans**" as used in this Agreement shall refer to the plans, drawings and specifications as approved in writing by the Corporation and the Corporation's Designated Engineer and the term "**Work**" shall refer to the work called for by the Plans or any other work performed by or on behalf of the Shareholder. After approval by the Corporation and the Corporation's Designated Engineer, the Plans shall not be modified without the approval of the Corporation and the Corporation's Designated Engineer. Notwithstanding any approval of the Plans by the Corporation or the Corporation's Designated Engineer, the Shareholder shall be solely responsible for the Plans, for insuring compatibility with the systems and facilities of the Building and for compliance with all applicable laws and codes.

The Corporation's execution of this Agreement does not constitute consent to the work called for by the plans, drawings and specifications submitted by the Shareholder, and the Corporation retains all of its rights under the Lease to withhold consent. Only written approval of such plans, drawings and specifications as provided for above shall constitute the Corporation's consent to the Work called for by the Plans, and any such consent shall be subject to the terms of this Agreement.

3. **Pre-Conditions to Commencement of Work by Shareholder.** The Shareholder shall not commence the Work unless and until all of the following has occurred:
 - a. The Corporation and the Corporation's Designated Engineer shall have approved in writing the plans, drawings and specifications submitted by the Shareholder, and the Shareholder shall have received a copy of such approvals.

- b. The Shareholder shall have submitted to the Corporation (i) a list of all contractors, subcontractors and suppliers who will perform or provide materials for the Work and (ii) complete copies of all agreements entered into with such contractors, subcontractors and suppliers pertaining to the Work.
 - c. The Shareholder shall have made all required filings with, and received all required permits, approvals, licenses and consents from, all governmental agencies having jurisdiction over the Work including, but not limited to, the New York City Buildings Department, the New York City Fire Department and the Landmarks Preservation Commission, and the Shareholder shall have furnished copies of all such filings, permits, approvals, licenses and consents to the Corporation. The determination of the Corporation's Designated Engineer as to the need for any such filing, permit, approval, license or consent shall be conclusive.
 - d. The Shareholder shall have caused each of its contractors to furnish to the Corporation the insurance policies described on Exhibit A attached hereto or certificates thereof. Such policies (i) shall name the Corporation, the Corporation's officers, directors and shareholders, the Corporation's Designated Engineer, the Managing Agent and the Shareholder, as parties insured, (ii) shall be issued by companies reasonably acceptable to the Corporation and (iii) shall provide that they may not be cancelled or terminated without at least thirty (30) days prior written notice to the Corporation. The Shareholder shall cause all such insurance policies to be kept in full force and effect until the completion of the Work.
4. **Shareholder to Give Notice Prior to Commencement of Work.** Prior to commencing the Work, the Shareholder shall give at least ten (10) days' prior written notice to the Superintendent (Resident Manager) and the Managing Agent of the date on which the Work will commence and the estimated duration of the Work. This schedule of work must also specify when each type of work is to be performed and whether the work to be performed will be noisy work, such as construction demolition, etc. Additionally, any changes to the noisy work be scheduled requires at least 48 hours advanced notice to the Resident Manager.
5. **Performance of the Work.**
- a. **In General.** The Shareholder shall perform the Work strictly in accordance with the Plans and shall not perform any Work not called for by the Plans. In performing the Work, the Shareholder shall comply with (i) all applicable laws and codes, (ii) the requirements of all insurance policies covering the Work, the Apartment or the Building, (iii) this Agreement, (iv) the Lease, (v) the House Rules, (vi) the requirements of the Corporation and (vii) any directions given by the Managing Agent, the Corporation's Designated Engineer or the superintendent of the Building.
 - b. **Work Hours and Noise.** The Shareholder shall perform the Work diligently and in a manner so as not to disturb other residents of the Building. The Work shall be performed only on Mondays through Fridays (excluding holidays) between the hours of 9:00 a.m. and 4:30 p.m.; provided however, that any noisy work which may disturb other residents shall not be performed before 10:00 a.m. The Work shall not be performed on weekends or holidays. The Corporation shall be the sole arbiter should there be any doubt as to noise levels which may be disturbing.
 - c. **INTENTIONALLY OMITTED.**
 - d. **Required Completion Date.** The Shareholder shall cause the Work (other than decorative work such as painting, wallpapering and carpeting) to be completed on or before the date (the "**Required Completion Date**") which is _____ days (excluding weekends and holidays) after the commencement of the Work. If the Work (other than decorative work as aforesaid) shall not be completed on or before the Required Completion Date, the Shareholder shall pay to the Corporation, as liquidated damages on account of late completion, the sum of \$150.00 per day (excluding weekends and holidays) until the Work is completed. The determination of whether

the Work is completed shall be made by the Corporation, and the Corporation's determination shall be conclusive.

- e. **Evidence of Completion.** Upon completion of the Work, the Shareholder shall obtain and deliver to the Corporation (i) a certificate from the architect or engineer who prepared the Plans certifying that the Work has been completed in accordance with all applicable laws and codes and the Plans, and (ii) all required final governmental signoffs and approvals, including if the Corporation shall require, an amended certificate of occupancy and a certificate from the Board of Fire Underwriters. The determination of the Corporation as to the need for an amended certificate of occupancy shall be conclusive.
6. **Inspection and Correction of the Work.** The Corporation shall have the right from time to time to inspect or observe the Work, and for this purpose the Shareholder shall provide access to the Apartment to Corporation's Designated Engineer, the Managing Agent, the superintendent of the Building, or any other person the Corporation may authorize. 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.
7. **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 or the Building (including the structure, shell, systems, equipment, fixtures and finishes of the Building) caused by or resulting from 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 (a) require the Shareholder, at its expense, promptly to repair the damage or remedy the condition giving rise to such adverse effect and/or (b) repair such damage or remedy such condition at the Shareholder's expense.

Without limiting the generality of the foregoing, the Shareholder specifically acknowledges that this Section 7 shall be applicable to any damage to the carpeting, wallcoverings 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 Managing Agent advises the Shareholder of any damage which, in the Managing Agent's opinion, was caused by the Work, the Shareholder shall promptly submit a claim to the Shareholder's insurance carrier and to Shareholder's contractor for submission to its insurance carrier, and the Shareholder agrees to use all reasonable efforts, and to cause its contractor 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 paragraph shall not limit the Shareholder's liability under this Section 7.

8. **Indemnification by Shareholder.** The Shareholder shall indemnify and hold harmless the Corporation, the Corporation's officers, directors and shareholders, the Corporation's Designated Engineer, the Managing Agent and the other residents of the Building (the "**Indemnified Persons**") against any loss, cost, claim, damage (including damage to persons or property) or expense arising out of or related to the Work or any act or omission of the Shareholder or any of its contractors, subcontractors, architects, engineers or consultants, including reasonable attorneys fees and disbursements incurred by any of the Indemnified Persons in the defense of any such claim or any suit, action or proceeding based thereon.
9. **Shareholder to Bear All Costs Associated with Work.** The Shareholder shall be responsible for all costs incurred by the Shareholder or the Corporation in connection with the Work or this Agreement, including the fees and disbursements of any attorney, architect, engineer or consultant retained by the Corporation in connection with the Work or this Agreement. Without limiting the generality of the foregoing, the Shareholder specifically agrees to reimburse the Corporation for all charges of the Corporation's Designated Engineer for the review of the plans, drawings and specifications submitted by the Shareholder, for inspection of the Work or otherwise related to the Work or this Agreement.

10. **Additional Requirements.**

- a. **No Change in Building Heating or Air-Conditioning.** The Shareholder recognizes that there will be no change in the operation of the Building's heating system or air-conditioning system to facilitate the functioning of any heating or air-conditioning units which the Shareholder may be installing.
- b. **Prohibited Construction Methods.** The Shareholder shall not interfere with the Building's intercom, gas, electric, heating, air-conditioning or plumbing system or any other Building system or service. The Shareholder shall not penetrate any exterior Building wall.
- c. **Accessibility of Valves.** The Shareholder shall insure that all water, steam, gas and other valves remain accessible during the performance of and after the completion of the Work. If any valve is enclosed in violation of this Agreement, then the Corporation may (i) require the Shareholder, at its expense, promptly to remove such enclosure and/or (ii) remove such enclosure at the Shareholder's expense.
- d. **Use of Public and Common Areas During Work.** The Shareholder shall not allow the common hallways, common corridors, sidewalks, courtyards and other public areas to be used for the storage of building materials or debris. The Shareholder shall cause its contractor to cover with construction paper the floor of any back hall to be used in connection with the Work and shall also cause its contractor to take all precautions necessary to prevent damage to the carpeting, wall coverings or other finishes in the Building's hallways, corridors, elevators and other common areas.
- e. **Shareholder to Maintain Certain Safety Precautions.** Shareholder shall maintain functioning fire extinguishers and smoke alarms in the Apartment throughout the prosecution of the Work. Shareholder shall insure that the Work does not block access to any fire exits in the Building. Shareholder shall install smoke detectors within 15 feet of every sleeping area on the ceiling or wall pursuant to Local Law 62 of 1981 of the City of New York, and if a child 10 years old or under lives in the Apartment Shareholder shall install window guards pursuant to Section 131.15 of the New York City Health Code.
- f. **Shareholder to Control Refuse, Dirt, Dust.** Shareholder shall take all precautions to prevent dirt and dust from permeating other parts of the Building during the progress of the Work, and shall place all materials and rubbish in barrels or bags before removing the same from the Apartment. All such barrels and bags and all rubbish, rubble, discarded equipment, empty packing cartons and other materials shall be removed from the Apartment and taken out of the Building at Shareholder's expense. Shareholder recognizes that only the service elevator may be used for such removal and only at such times as the superintendent of the Building may direct. Shareholder shall not permit any dumpster or garbage container to be left overnight in front of the Building and shall not permit any dumpster or garbage container to be left for more than five (5) consecutive days at the side of the Building. Notwithstanding the foregoing, the placement of any dumpsters shall comply with all governmental regulations, including without limitation, obtaining any necessary permits.
- g. **Lead-Based Paint.** The Federal Task Force on Lead-Based Paint Hazard Reduction has recommended and Local Law 38 of 1999 of the City of New York requires in all buildings erected prior to January 1, 1960 certain maintenance practices, including (i) limiting access to the work area to only workers, (ii) isolating the work area with polyethylene plastic or equivalent, (iii) protecting the workers, (iv) protecting the Shareholder's belongings by covering or removing them from the work area, (v) wetting the painted surfaces before disturbing the paint and (vi) wetting the debris before sweeping. The Task Force has indicated that certain removal practices are unsafe, including (i) open flame burning, (ii) power sanding or sandblasting (unless a special vacuum attachment is used to contain dust), and (iii) dry scraping more than a de minimis surface area (de minimis means an area of less than one square foot per room). The Shareholder shall

cause the Shareholder's contractors and/or workers to perform the Work consistently with the recommendations of the Task Force and shall upon completion of the Work perform specialized cleaning of the work area using methods designed to safely remove dust and debris which may contain lead. No more than sixty (60) days prior to beginning renovation activities in the Apartment, the Shareholder shall cause its contractor to provide to the Shareholder and any other occupant of the Apartment with the Environmental Protection Agency ("EPA") pamphlet entitled, Protecting Your Family from Lead in the Home, ("Pamphlet"), and the Shareholder shall furnish the Contractor with a written acknowledgement of receipt. The Shareholder hereby acknowledges that the Corporation has no liability or obligation in connection with this notification requirement of the EPA.

- h. **Installations by Shareholder.** Shareholder agrees that any air conditioning units, terrace plantings and/or structures, wherever located in the Building, may be removed by the Corporation for the purpose of repairs, upkeep or maintenance of the Building, at the sole expense of the Shareholder.
11. **Shareholder to Comply with Laws, etc.** The Shareholder shall not do or permit any act or thing to be done contrary to law, or which will invalidate or be in conflict with any provision of any liability, casualty or other insurance policies carried by Shareholder or for Shareholder's benefit. The Shareholder shall comply with all federal, state and local laws, rules and regulations pertaining to the Work, including any such laws, rules and regulations pertaining to lead-based paint, asbestos and other hazardous material.
12. **Maintenance and Repair of the Work.** Notwithstanding anything to the contrary contained in the Lease, 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. Furthermore, the Shareholder releases the Corporation, the Managing Agent, the Corporation's agents and employees from any liability for damage to the Work or any portion of the Apartment affected by the Work however arising.
13. **Shareholder's Security Deposit; Additional Rent Under Lease.** As security for the faithful performance and observance by Shareholder of the terms and conditions of this Agreement, the Shareholder has deposited the sum indicated in Section 1(b) with the Corporation. The Shareholder agrees that the Corporation may use, apply or retain the whole or any part of the security so deposited and the interest earned thereon, if any, to the extent required for the payment of any sums due to the Corporation under this Agreement. If the deposit is diminished by one-half of the original amount, the Shareholder shall replenish it to the full amount within (3) days after written demand. The Shareholder's failure to so replenish the security deposit shall be a material breach of this Agreement and shall entitle the Corporation to stop the Work, and/or exercise any remedies it has hereunder. If the Shareholder shall comply with all of the terms and conditions of this Agreement, the security deposit and interest or remaining balance thereof, if any, shall be returned to the Shareholder after completion of the Work. The Corporation's release of the security 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 security deposit shall be chargeable as additional rent under the Lease.
14. **Assumption by Purchaser.** The Shareholder (a) shall advise the person or persons to whom it transfers the Apartment ("Purchaser") of the Work undertaken by the Shareholder pursuant to this Agreement; (b) shall provide copies of the Plans and this Agreement to the Purchaser; and (c) shall cause the Purchaser to execute and deliver to the Corporation an agreement substantially in the form of Exhibit B hereto pursuant to which the Purchaser shall assume all of the obligations of Shareholder under this Agreement, including the obligation under this Section 14 with respect to any transfer of the Apartment by the Purchaser.

The Shareholder hereby waives any claim against the Corporation on account of (a) the Corporation advising a potential Purchaser of the provisions of this Agreement, including this Section 14, and/or (b) refusing to consent to or register the transfer of the Apartment to such potential Purchaser unless and

until such potential Purchaser shall execute and deliver to the Corporation an agreement in the form of Exhibit B hereto.

15. **Miscellaneous.** This Agreement and the Lease represent the only agreements between the Corporation and the Shareholder relative to the subject matter hereto. This Agreement may not be changed orally. This Agreement shall be binding on legal representatives, successors and authorized assigns. Captions are for the purposes of convenience of reference only and are not to be considered in interpreting this Agreement. THE CORPORATION AND SHAREHOLDER WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING UNDER THIS AGREEMENT.
16. **Shareholder's Breach and Corporation's Remedies.** Any breach by the Shareholder of any of the provisions of this Agreement shall constitute a breach of the Lease and shall entitle the Corporation to exercise all of the rights and remedies therein provided. In the event of any breach by the Shareholder of any of the provisions of this Agreement or the Lease, Shareholder shall also 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 exercise any of the rights and remedies provided for herein. The remedies provided for herein 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.

IN WITNESS WHEREOF, Shareholder and the Corporation have executed this Agreement.
MURRAY HILL MEWS OWNERS CORP.

By: _____
AKAM Associates, Inc. as Agent

Shareholder

Shareholder

Exhibit A

Each of Shareholder's contractors shall provide insurance of the types and in not less than the limits set forth below with a company or companies satisfactory to the Corporation, licensed to do business in the State of New York, and all such policies shall name the Corporation, the Corporation's officers, directors and shareholders, the Corporation's Designated Engineer and the Managing Agent as additional named insureds. No diminution of limits of insurance will be permitted.

(i) **WORKER'S COMPENSATION** as required by law together with Employer's Liability Insurance and Disability Benefits Insurance as required by the State of New York.

(ii) **COMMERCIAL GENERAL LIABILITY** including Contractor's Liability and Blanket Contractual Liability (oral or written), all on an occurrence basis with Personal Injury Coverage, which shall include mental anguish as well as standard conditions, and Broad Form Property Damage, without any exclusion relating to Explosion, Collapse and Underground Property Damage.

The policy will contain the "Broad Form Comprehensive General Liability" endorsement in Section 1 in such form; the exclusion pertaining to liability assumed by the Contractor under any contract or agreement (Section II Section B(1)) is to be deleted. The Completed Operations Coverage is to extend for a period of one year following termination of the Work and Contractual Indemnity Coverage is also to extend for one year following termination of the Work. The policy is also to include (a) Owners Protective Liability Coverage, (b) Knowledge of Occurrence and Notice of Occurrence endorsements and (c) Unintentional Errors and Omissions clause. The policy shall also include coverage with respect to asbestos exposure if the Work involves any asbestos-containing material, and shall not include a sunset clause without the Corporation's consent.

\$1,000,000 BODILY INJURY & PROPERTY DAMAGE*

(combined single limit)

(iii) **COMPREHENSIVE AUTOMOBILE LIABILITY**, including non-ownership and hired car coverage, as well as owned vehicles:

\$1,000,000 BODILY INJURY & PROPERTY DAMAGE

(combined single limit)

(iv) **UMBRELLA LIABILITY, BODILY INJURY, PERSONAL INJURY AND PROPERTY DAMAGE** If umbrellas are written in more than one company any layers above the first one shall follow the form of the primary umbrella.

\$3,000,000 COMBINED*

(combined single limit)

Prior to the commencement of any work hereunder, detailed certificates of insurance shall be furnished to the Corporation showing that such insurance is in full force and the premiums due thereunder have been paid. Such certificates shall provide that the said insurance may not be canceled, terminated or modified without ten (10) days written advance notice thereof to the Corporation. The Contractor shall promptly furnish the Corporation with copies of any endorsements subsequently issued amending insurance coverage or limits. In the event of the failure of the Contractor to furnish and maintain such insurance, the Corporation shall have the right, at its option, at any time:

(a) to revoke permission to perform the work and to deny entry into the Building of all workers, except that if such workers are escorted by a member of the Building's staff, they shall be permitted to remove their tools and supplies, or

(b) to take out and maintain the said insurance for and in the name of the Corporation, the Contractor or the Shareholder and, in such a case, the Shareholder agrees to pay the cost thereof and to furnish all information and consents necessary

* Amounts of insurance required may be higher for major renovations as designated by the Board of Directors.

to permit the Corporation to take out and maintain such insurance for and in the name of the Corporation, the Contractor or the Shareholder.

Compliance with the foregoing requirements to carry insurance and furnish certificates shall not relieve the Shareholder from liability assumed under any provisions of this Agreement.

The Contractor's insurance policy shall also contain in substance the following endorsement:

This insurance shall not be invalidated should the insured waive, in writing, prior to a loss, any or all right of recovery against any party for the loss occurring to the property described herein.

Nothing in this Exhibit A shall constitute a waiver of or limitation of any other rights or remedies the Corporation may have for consequential damages or otherwise.

EXHIBIT B

ASSUMPTION OF ALTERATION AGREEMENT*

WHEREAS, simultaneously with its execution and delivery of this Assumption of Alteration Agreement the undersigned is becoming the owner of the shares in the Murray Hill Mews Owners Corp. ("**Lessor Corporation**") and the proprietary lease appurtenant to Apartment _____ ("**Apartment**") in the building known as 160 East 38th Street, New York, New York; and

WHEREAS, a prior owner of the Apartment and the Lessor Corporation entered into an Alteration Agreement dated _____ (“**Alteration Agreement**”), a copy of which is attached hereto,

WHEREAS, the Alteration Agreement (1) provides that any person acquiring the Apartment shall assume the obligations of the Shareholder under the Agreement and (2) authorizes the Corporation not to consent to or register the transfer of the Apartment to any person unless and until such person assumes the obligations of the Shareholder under the Agreement

NOW, THEREFORE, in order to induce the Corporation to consent and register the transfer of the Apartment to the undersigned, the undersigned hereby ASSUMES AND AGREES TO PERFORM AND OBSERVE all the terms, covenants and conditions of the Alteration Agreement to be performed or observed by the Shareholder thereunder (including the provisions of Section 14 thereof pertain to future transfers).

Henceforth, the term "Shareholder" as used in the Alterations Agreement shall include the undersigned. Any breach of this Assumption of Alterations Agreement or of the Alterations Agreement shall constitute a breach of the lease appurtenant to the Apartment. This Assumption of Alteration Agreement shall be binding on the undersigned and [her][his] estate, heirs, executors, administrators, personal representatives, successors and assigns.

New York, N.Y.

Date: _____

State of New York }
County of New York } ss.:
 }

On this _____ day of _____, _____, before me personally came _____, to me known and known to me to be the individual described in and who executed the foregoing instrument, and duly acknowledged to me that [she] [he] executed the same.

Notary Public

*To be executed by a purchaser where the apartment being acquired is the subject of an Alteration Agreement in the managing agent's files.

CONTRACTOR'S INDEMNIFICATION

DATE:

Attn: Management Executive

Re: Apartment No. _____
Murray Hill Mews Owners Corp.
160 East 38th Street
New York, New York 10016

Dear Sir/Madam:

The undersigned agrees to defend, indemnify and hold harmless _____ (the "Shareholder"), Murray Hill Mews Owners Corp., (the "Cooperative"), its Board of Directors and all other Shareholders' servants, agents, partners, guests, licensees, invitees, tenants or employees (collectively, the "Indemnified Parties") and all other occupants of the building and Akam Associates Inc. against any and all liability, including but not limited to, fines, penalties, legal costs and expenses, to the fullest extent permitted by law, on account of the failure to perform the work in compliance with all governmental ordinance, rules and regulations and further indemnify for the loss of life, injury to any person or property or any damages arising from the performance of the work unless the liability is caused by the gross negligence of that Indemnified Party. The contracted parties agree to include the indemnified parties (as outlined above) as additional insureds within their insurance program specific to the services being rendered.

Sincerely,

(Name of Contractor)

By: _____

Name:

Title:

Murray Hill Mews Owners, Corp
160 East 38th Street
New York, NY 10016

<p><u>Management Company</u> AKAM Associates, Inc. Email: bschwartz@akam.com or aleight@akam.com Fax: (646) 329-1129</p>	<p><u>On-Site Resident Manager</u> Zack Djurdjevic Email: zdjurdjevic@hotmail.com Phone: 212-490-2730 (office#) 212-490-0114 (lobby#)</p>
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Certificate of Insurance Requirements

A certificate of insurance is required for all work being done in an apartment and for all moves and deliveries. If an Alteration Agreement is required, there will be additional requirements.

The certificate of insurance protects the building, and yourself, from any damages caused by your contractor or delivery person while on the premise.

Your delivery or contractor will not be allowed to enter the building, until management has received a valid certificate of insurance, at least two business days in advance. Additionally, all deliveries requiring the use of the service elevator must be scheduled with the Resident Manager

Please do not send a certificate of insurance without a cover letter or memo, stating what is being delivered and/or what work or move that is taking place in the apartment. Please email a copy of the Certificate of Insurance along with a cover sheet that includes the name of the Owner, unit number, and description of the work to Brittany Schwartz bschwartz@akam.com and Andy Leight aleight@akam.com.

Thank you for your anticipated cooperation.

Certificate of Insurance Requirements:

- **Certificate Holder on all certificates**
 - Resident Name, Unit #, 160 east 38th Street, New York, NY 10016
- **Additional Insured Parties on all on General Liability and Umbrella Policies:**
 - Murray Hill Mews Owners, Corp., The Board of Directors, 160 east 38th Street, New York, NY 10016
 - AKAM Associates, Inc. – 260 Madison Avenue, 12th Floor – New York, NY 10016
 - Resident Name, Unit #, 160 East 38th Street, New York, NY 10016
- **Required Coverage Limits:**
 - Liability Insurance: Combined Single Limit one million dollars (\$1,000,000)
 - Product and Completed operations one million dollars (\$1,000,000)
 - Personal/Advertising Injury one million dollars (\$1,000,000)
 - Automobile Insurance: one million dollars (\$1,000,000) Including Hired & Non-Owned (Removable if there is no vehicle involved)
 - Umbrella Liability: Not less than five million dollars (\$5,000,000)
- **All certificates must include proof of workers compensation**
- Please do not submit a certificate without all 3 required Additional Insured's as it will not be accepted.



TO BE POSTED IN PUBLIC-FACING LOCATION

**Affirmation of Compliance With
Workplace Vaccination Requirements**

Name of Business

Street Address

City

State

ZIP Code

**I affirm that I have read the December 13, 2021 Order of the New York City Commissioner of Health
requiring vaccination of workers and that my workplace is in compliance with the Order.**

Signature

Date

Name (printed)

Title



Certified Public Accountants

January 10, 2022

To the Stockholders of
Murray Hill Mews Owners Corp.

PERSONAL INCOME TAX RETURN DATA FOR 2021

Pursuant to the provisions of Section 216 of the Internal Revenue Code, a tenant stockholder of a cooperative housing corporation may be entitled to deductions for a proportionate share of interest and real estate tax paid or incurred by the housing corporation. **Should you have any questions regarding the application of the equivalent per share deductions in your tax returns, please consult your personal tax advisor.**

We have applied certain procedures, enumerated below, to the accounting records of Murray Hill Mews Owners Corp. to assist you in calculating the stockholders' per share deductions for interest and real estate tax for the year ended December 31, 2021. This report is intended solely for your information and is not intended to be and should not be used by anyone who is not a stockholder of the Corporation. Our procedures consisted of checking the mathematical accuracy of the various computations, performing an analytical review of the per share deductions to determine their reasonableness and having discussions with certain representatives of the Corporation's management.

The following calculations reflect the equivalent per share deductions for interest and real estate tax. Stockholders who were stockholders for the entire year of 2021 should multiply the number of shares owned, as indicated on your stock certificate, by the applicable per share factors. Present and past stockholders who were not stockholders of the Corporation for the entire year of 2021 are entitled to a proportionate share of the deductions for the period of their ownership.

FOR THE YEAR 2021, YOUR PER SHARE DEDUCTIONS ARE AS FOLLOWS:

INTEREST	\$ 4.88 per share
REAL ESTATE TAX	\$ 36.71 per share

For the year 2021, if you were granted any real estate tax abatements, reflected in a maintenance credit or received by check, your real estate tax deduction as stated above should be reduced by the amount of the abatements you received.

Contributed capital in 2021 was \$4.18 per share for mortgage amortization. This is not a deduction, but an increase in the basis of your investment.

The Corporation's debt on a per share basis on January 1, 2021 was \$134.13. This is not a deduction, but a required disclosure on Form 1098.

The Corporation's debt on a per share basis on December 31, 2021 was \$129.95. This is not a deduction, but is provided as additional information.

As a result of our procedures, we found that the per share deductions set forth above are mathematically accurate and reasonable. The procedures applied to the per share deductions, as stated above, are substantially less in scope than an audit, the objective of which is the expression of an opinion on the per share deductions. Accordingly, we do not express such an opinion.

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