

MILLENNIUM TOWER RESIDENCES

BATTERY PARK

Move-In & Out and Delivery Procedures

Moves and major deliveries must be scheduled in advance with Grace Rivera at (212) 595-7777.

1. Moving hours start at 2:00 pm and 5:00 pm Monday through Saturday and 10:00 am Sundays, excluding certain holidays.
2. Movers are encouraged to check elevator limitations prior to the move. The Service Elevator dimensions are set forth below:

Height of Cab: 117"

Width of Cab: 66"

Depth of Cab: 87.5"

Elevator Door Dimension: 84" high x 48" wide

3. Mover's Insurance Policy: The moving company is required to carry insurance with the following coverage: \$1,000,000 of general liability insurance; \$1,000,000 of auto liability insurance; and workers' compensation insurance. A certificate of insurance evidencing the coverage and named insured must be faxed three (3) days in advance of the move-in date to Grace Rivera at (212) 595-2671. The policy must include the following as named additional insureds:

- The Resident
- Millennium Tower Residences Condominium Association
- Millennium BPC II Development LLC
- Millennium Partners BPC II Management II LLC
- Any other entities that may hereafter be requested by the Management Office, Condominium Board or Managing Agent

4. Residents are responsible for ensuring that the moving company properly protects all hallways, floors, and elevator cabs during the

move. Residents are also responsible for contracting with the moving company to remove all empty boxes and packing material from the building

5. If the Resident is not to be present during the move, a Unit Admit Form must be on file with the Management Office.
6. The Management Office reserves the right to stop a move if procedures are not being followed.

Should you have any questions please contact Grace Rivera at (212) 595-7777.

MILLENNIUM TOWER RESIDENCES

BATTERY PARK

Telecommunications Providers

Provider	Service	Telephone	Contact
Time Warner	Cable, Internet, Telephone	(718) 670-6555 Ext.7215	Raymond
MDU (DirectTV)	Satellite TV	(866) 286-9638	Customer Service
Verizon	Telephone	(212) 890-1550	Customer Service

Utility Service

Provider	Service	Telephone	Contact
Con Edison	Electricity	(800) 75-CONED	Customer Service

*Please call Con Edison as soon as possible following your Closing to establish an account for your unit into your name. If you do not switch service over within 5 days of your closing you may lose electric service to your unit.

It is not necessary to establish an account for Gas or Water and Sewer service.

MILLENNIUM TOWER RESIDENCES

Vendor List

Painting

Ashley Painting & Wallcovering

Contact – Eddie Ahmetovic

Phone - (516) 326 – 0037

Cell - (516) 805 – 3207

Floor Covering

Elite Flooring

Contact - Robert or Maureen

Phone - (212) 228 – 1050

Audio / Visual (hanging & wiring TVs & stereo systems ++)

Cole AV

Contact - Jason or Alia

Phone - (646) 733 – 2759

Electrical

K & G Electric

Contact - Michael or Eddie or Beth

Phone - (212) 923 – 2550

Plumbing

Ideal Plumbing

Contact - Tommy

(number to follow)

Window Treatments

Horizon Windows,
252 East 50th Street
NY, NY 10022

ofc: 212-759-4111

cell: 917-698-4877

contact Tom Vatury

Closets

California Closets Co

Tel: 1347-526-8842

Fax: 1347-214-2254

Contact: Aileen@caliclosets.com

www.caliclosets.com

Mill and Tile Work
Andy Kukla
(917) 776-7900

GUIDELINES FOR MINOR ALTERATIONS

1. Discuss your plans for Decorating/Cosmetic Work with the Managing Agent for guidance. No Decorating/Cosmetic Work may proceed until the attached Unit Decorating Agreement has been approved by the Board of Managers of the Condominium (the "Board"). Only minor repairs or replacement of appliances are exempted from this requirement.¹
2. Review the Unit Decorating Agreement Application with your prospective contractor/vendor before signing a contract with them. The contractor/vendor must be aware of and agree to the conditions of the Unit Decorating Agreement Application including insurance coverage, indemnification and other requirements of the Board.
3. After you have signed the Unit Decorating Agreement Application and provided it to the Managing Agent with certificates of insurance and an indemnification letter from your contractor/vendor, a representative of the Board will execute the Agreement. You may then sign your contractor/vendor's contract, obtain a start date from the Managing Agent and schedule your contractor/vendor to begin your work. The start date scheduled by the Managing Agent shall depend on the number of ongoing unit alterations and decorations.

¹ Decorating/Cosmetic Work would include alterations that are limited in scope (such as bathroom and kitchen modernization where no changes are being made to plumbing, electrical or mechanical systems) or involve purely decorative work (such as floor scraping, painting and wall papering). Alterations affecting structural components of the Unit, Building, Common Elements or Building systems will require Unit Owner to obtain the consent of the Board after the Board's review of the plans and specifications for said alterations and to enter into an Alteration Agreement with the Board, the form of which is available from the Managing Agent.

UNIT DECORATING AGREEMENT APPLICATION

**THE MILLENNIUM TOWER RESIDENCES
30 WEST STREET
NEW YORK, NEW YORK**

Name: _____

Unit Number: _____

Home Phone: _____ Work Phone: _____

Fax Number: _____

Requested Commencement Date for Work: _____

Detailed room-by-room description of proposed decorative work:

(Attach additional pages if necessary)

This Unit Decorating Agreement is a preliminary request. NO WORK MAY COMMENCE UNLESS AND UNTIL THIS AGREEMENT IS EXECUTED BY THE BOARD AND YOU. A Certificate of Insurance from the Contractor naming the Condominium and its Managing Agent and Millennium BPC II Development LLC as additional insureds must be on file.

Unit Owner's Signature

Date

Unit Decorating Agreement

Date

To: The Board of Managers of The Millennium Tower Residences
Re: Unit _____
c/o Millennium Partners BPC Management II LLC
1995 Broadway
New York, New York 10023

Ladies and Gentlemen:

I hereby request permission to redecorate my Unit as described in the attached document (hereafter collectively referred to as the “work”) in the above Unit.

If such permission be granted:

1. I agree, before any work is begun:

(a) To provide you with a complete and conformed copy of every agreement made with contractors and suppliers

(b) To procure from my contractor, or contractors:

(i) Comprehensive personal liability and property damage insurance policies, each in the amount of \$1,000,000.00, which policies name The Millennium Tower Residences (the “Condominium”), Millennium Partners BPC Management II LLC (the “Managing Agent”), and Millennium BPC II Development LLC as well as myself, as parties insured. Such policies shall provide that they may not be terminated until at least ten days after written notice to you; and

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

All such policies, or certificates evidencing this insurance, shall be delivered to you.

(c) To procure from my contractor or contractors a written agreement in the form of Exhibit A.

(d) If required by the Board, to provide you with a security deposit in the amount of \$ _____ * as security for my obligations hereunder. The Board shall be the sole arbiter in the determination of charges to be deducted from this deposit.

2. It is understood that:

(a) I assume all risks of damage to the building and its mechanical, electrical and plumbing 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. This responsibility covers all work, whether or not structural, weathertightness of windows, exterior walls or roofs, waterproofing of every part of the building directly or indirectly affected by the work, and maintenance of all heating, plumbing, air-conditioning and other equipment installed or altered pursuant hereto. If the operation of the building, or any of its equipment, is adversely affected by the work, I shall, when so advised, promptly remove the cause of the problem.

(b) I recognize that there will be no change in the operations of the building's electrical, mechanical, heating and plumbing system to facilitate the functioning of any heating or air-conditioning units I may be installing.

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

(d) I undertake to indemnify you, the Condominium, the Managing Agent, Millennium BPC II Development LLC, its respective successors and assigns, as well as the Unit Owners and/or tenants or occupants 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 Condominium and the Managing Agent for any expenses (including, without limitation, attorneys' fees and disbursements) incurred as a result of such work.

3. All permitted work shall be completed within _____ calendar days from the date hereof unless otherwise permitted by the Condominium.

4. No work shall be done, except between the hours of 8:30 A.M. and 4:00 P.M, Monday through Friday. No work shall be done on Saturdays and Sundays or holidays. Any work which can produce unusual noises, which might be disturbing to building occupants, shall not be done before 9:00 A.M., Monday through Friday.

5. All precautions will be taken to prevent dirt and dust from permeating other parts of the building during the progress of the alteration. Materials and rubbish will be placed in barrels or bags, before being taken out of the Unit. All such barrels or bags, rubbish, rubble, discarded equipment, empty packing cartons and other materials will be taken out of the building and removed from the premises at my expense. I recognize that only the service elevator may be used for such removal and only at such times as the Superintendent of the building may direct. If

* Amount of any security deposit to be determined by the Board depending upon the scope of the work.

the convenience of other tenants requires that the service elevators be operated on an "overtime" basis, I shall reimburse you for any wages or related expenses incurred in connection therewith.

6. I recognize that by granting consent to the work, you do not profess to express any opinion as to the design, feasibility or efficiency of the work.

7. My failure to comply with any of the provisions hereof shall be deemed a breach of the provisions of the By-Laws and Rules and Regulations of the Condominium, pursuant to which your consent has been granted, and, in addition to all other rights, you may also suspend all work and prevent workmen from entering my Unit for any purpose other than to remove their tools or equipment.

8. This agreement may not be changed orally. This agreement shall be binding on you, me, and our personal representatives and authorized assigns.

9. I shall cause my contractors and/or workers to use safe work practices during the work and take precautions to prevent the spread of dust and debris which may contain lead.

Such practices shall include (1) limiting access to the work area to only workers, (2) covering the work area with six mil polyethylene plastic or equivalent, (3) protecting the workers, (4) protecting my 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. My contractors and/or workers may not use unsafe paint removal practices, including (1) open flame burning, (2) power sanding or sandblasting (unless a special vacuum attachment is used to contain dust), and (3) dry scraping more than a *de minimis* surface area (*de minimis* means an area of less than one square foot per room).

I shall cause my contractors and/or workers to perform specialized cleaning of the work area using methods designed to safely remove dust and debris which may contain lead.

Annexed hereto is a rider of ___ pages describing the work which is made a part of this agreement.

Very truly yours,

Unit Owner

Unit Owner

PERMISSION GRANTED:

THE BOARD OF MANAGERS OF
THE MILLENNIUM TOWER RESIDENCES

By: _____
Name:
Title:

EXHIBIT A

Date:

The Millennium Tower Residences
30 West Street
New York, NY

Re: Unit: _____ (the "Unit")
The Millennium Tower Residences
30 West Street
New York, New York
Unit Owner: _____ (the "Unit Owner")

Dear Sir/Madam:

This letter will confirm that the undersigned has (i) reviewed and fully understood the terms and provisions of an Unit Decorating Agreement dated _____, 20__ (the "Agreement") between The Millennium Tower Residences (the "Condominium") and the Unit Owner and (ii) agrees to abide by the terms of the Agreement and the rules and regulations of the Condominium 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 Condominium or the Condominium's unit owners, (b) Millennium Partners BPC Management II LLC , or the then managing agent for the Condominium (c) Millennium BPC II Development LLC or (d) the Unit Owner's or the Unit Owner's 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,

[Name of Contractor]

By: _____

Name:

Title:

GUIDELINES FOR MINOR ALTERATIONS

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2. Review the Unit Decorating Agreement Application with your prospective contractor/vendor before signing a contract with them. The contractor/vendor must be aware of and agree to the conditions of the Unit Decorating Agreement Application including insurance coverage, indemnification and other requirements of the Board.
3. After you have signed the Unit Decorating Agreement Application and provided it to the Managing Agent with certificates of insurance and an indemnification letter from your contractor/vendor, a representative of the Board will execute the Agreement. You may then sign your contractor/vendor's contract, obtain a start date from the Managing Agent and schedule your contractor/vendor to begin your work. The start date scheduled by the Managing Agent shall depend on the number of ongoing unit alterations and decorations.

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30 WEST STREET
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Unit Owner's Signature

Date

Unit Decorating Agreement

Date

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Re: Unit _____
c/o Millennium Partners BPC Management II LLC
1995 Broadway
New York, New York 10023

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

All such policies, or certificates evidencing this insurance, shall be delivered to you.

(c) To procure from my contractor or contractors a written agreement in the form of Exhibit A.

(d) If required by the Board, to provide you with a security deposit in the amount of \$ _____ * as security for my obligations hereunder. The Board shall be the sole arbiter in the determination of charges to be deducted from this deposit.

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Unit Owner

Unit Owner

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THE BOARD OF MANAGERS OF
THE MILLENNIUM TOWER RESIDENCES

By: _____

Name:

Title:

EXHIBIT A

Date:

The Millennium Tower Residences
30 West Street
New York, NY

Re: Unit: _____ (the "Unit")
The Millennium Tower Residences
30 West Street
New York, New York
Unit Owner: _____ (the "Unit Owner")

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Sincerely,

[Name of Contractor]

By: _____

Name:

Title: