

KYROUS REALTY GROUP, INC.

263 West 38th Street ♦ Suite 15E ♦ New York, NY 10018

Phone: 212.302.1500 ♦ Fax: 212.302.3855

34-36 East 10th Street Corporation—Alteration Policy

The following documents must be submitted to the office of the managing agent; Kyrous Realty Group, Inc., 263 West 38 Street, Suite 15E, New York, NY 10018.

1. Two full printed sets of planned alterations plus a computer readable set of plans, PDF.
2. Processing Fee: \$300.00 – Please make check payable to Kyrous Realty Group, Inc. (non-refundable)
3. Alteration Deposit:
For work requiring an Alteration Agreement – Please remit a deposit equivalent to Ten (10%) percent of the estimated cost of the Work, or \$5,000.00, whichever is higher, for an estimated cost of work up to \$100,000 and 5% or \$10,000, whichever is, if the estimated cost of the work is greater than \$100,000. Please make check payable to 34-36 East 10th Street Corp. The board reserves the right to request additional deposit based on scope of work.

Upon approval and prior to commencement of work, the following documents must be submitted.

1. If an Alteration Agreement is required: Completed & Signed Alteration Agreement. A fully executed Agreement will be returned to you upon Board approval.
2. Contractor's Certificate of Insurance—see Alteration Agreement for insurance requirements.
3. Completed Indemnification Agreement signed by contractor(s).
4. Copy of contractor(s) license.

Additional Terms and Conditions

CLARIFICATION OF ALTERATION AGREEMENT RULES AND WORK POLICIES:

The following Guidelines are presented to help clarify work that either requires an Alteration Agreement or does not.

Example of proposed work that requires an Alteration Agreement:

1. Rewiring Apartment
2. New walls or partitions
3. Additional electrical outlets
4. Sheetrock work
5. Retiling Bathroom
6. Re-piping a section of apartment
7. Installing or relocating Gas lines
8. Relocating Radiators

Example of proposed work that does not require an Alteration Agreement:

1. Painting
2. Sanding and or refinishing floors
3. Replacing faucets
4. Repairing electrical outlets
5. Repairing and or replacing appliances
6. Installation of cabinetry

The installation of gas dryers in apartments is strictly prohibited.

During the course of alterations, the coop will arrange for someone to monitor the lobby and coordinate contractor access to the building and use of the elevator. The cost for this service is the shareholder's responsibility and will be billed weekly. Payment must be submitted within 5 days of request. The Board, at their discretion and based on the scope of work, will determine the duration for this service.

BUILDING KEYS ARE NOT TO BE GIVEN TO CONTRACTORS. All contractors are required to arrange access into the building each day through the shareholder.

Contractors are responsible for cleaning all common areas of the building at the end of the workday. Shareholders will be responsible for any clean up costs incurred.

ALTERATION AGREEMENT

This Agreement, made as of this _____ day of _____, 20__ between 34-36 East 10th Street Corporation (the "Corporation") with an address c/o Kyrous Realty Group, 263 West 38 Street, Suite 15E, New York, NY 10018 ("Managing Agent") and _____ (the "Shareholder") having a mailing address of _____.

W I T N E S S E T H:

WHEREAS, the Shareholder hereby requests permission to make/install the equipment and/or make the alterations in the apartment (the "Apartment") (Apt. # _____) at (34-36 East 10 Street, New York, NY 10003) as described in the accompanying plans and specifications (the "Work");

An Alteration Agreement is required whenever the Work requires a filing with and approval from the NYC Department of Buildings (DOB). Additionally, the Corporation has the right, in its sole discretion, based on a review of the Work plans, to require that the Work be done under an Alteration Agreement even if no DOB filing or approval is required.

WHEREAS, in order to obtain the Corporation's consent to the Work as required under the proprietary lease (the "Lease") between the Shareholder and the Corporation, the Shareholder agrees to comply with the terms of the Lease and the obligations and policies of the Corporation, including but not limited to, applicable House Rules.

This Alteration Agreement is binding on both shareholders and contractors. It is the obligation of each Shareholder undertaking construction in the building to provide the contractor with a copy of these Rules. This way we can ensure that the contractor and any other parties who play a significant role in the project and all subcontractors are advised of the rules governing work in the building. In the end, it is the Shareholder's obligation to see to it that the contractor and all subcontractors comply with the Rules. The Shareholder and the Contractor have joint and several liability for all violations of the Rules and for any damage that results from actions taken in connection with any project governed by the Rules.

The Shareholder must obtain Board approval of both the work to be undertaken and the timing for commencement and completion before a construction project can begin. In exercising its discretion in determining whether to approve a project or to require alterations of its scope or details, the Board will take into consideration, among other

things, the duration of the construction project, the number of alterations taking place in the building at one time, disruption to other owners, and concern for maintaining the structural integrity and aesthetics of the interior and exterior common areas of the building.

The building makes no representations as to the condition of the building systems or components. Contractor and Owner shall satisfy themselves in advance of commencing work, that any affected building system can safely accommodate any changes, modifications or additions to the Owner's apartment contemplated to be made.

NOW, THEREFORE, in consideration of the covenants contained herein and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Shareholder's Submissions. Shareholder herewith delivers to the Corporation:
 - a. Detailed plans, specifications and drawings of the Work, including a room-by-room list of all alterations to be undertaken, and if required by the Corporation, detailed plans and specifications (the "Plans") prepared by a licensed architect or engineer (if the nature of the alteration so requires), which shall not be modified by the Shareholder after they are approved by the Corporation's architect or engineer (the "Corporation's Designated Architect") without the Corporation's Designated Architect's subsequent approval.
 - b. A check for the security payable in connection with this Agreement in the sum of ten percent of the estimated cost of the Work, or \$5,000, whichever is higher, for an estimated cost of the Work up to \$100,000 and 5% or \$10,000, whichever is higher, if the estimated cost of the Work is greater than \$100,000, payable to the Corporation in accordance with paragraph 15 of this Agreement, if applicable. The Corporation reserves the right to adjust the security payable based on the scope of work.
 - c. A check in the sum of \$300.00 payable to Kyrous Realty Group, managing agent for the Building (the "Managing Agent") as a processing fee in connection with this request and the Work, if applicable.

2. Corporation's Review of Work as Proposed. Shareholder acknowledges that the Corporation's Designated Architect may, at Shareholder's expense,
 - (a) Review the Plans for the Work

 - (b) Observe the Work to ensure that the Work conforms to the approved Plans and is otherwise in conformity with the requirements of this Agreement. Shareholder shall provide access to the Apartment, from time to time, to permit the Corporation's Designated Architect, the Managing Agent, the superintendent of the Building, or any other person the Corporation may authorize to observe and inspect the Work. Shareholder shall make all

corrections specified by the Corporation as a result of such inspections, necessary to bring the Work into conformity with the Plans. The Corporation's failure to inspect shall not be considered a waiver of the Shareholder's obligation to comply with this Agreement and the approved Plans. The Corporation shall notify the Shareholder as to when inspections will be required.

Shareholder shall promptly correct all parts of the Work (whether or not such work is fabricated, installed or completed) rejected by the Corporation because of its failure to conform to the Plans and specifications previously approved by the Corporation or with the requirements of this Agreement or the laws, rules, orders or regulations of any governmental authority having jurisdiction over the Building or which violates any policy of insurance maintained by the Corporation. Shareholder shall bear all costs of correcting such rejected parts of the Work, including the compensation for additional services to the Corporation of any architect or engineer made necessary thereby.

(c) The Corporation must be advised if there is any material change after approval and during construction. Any such change in the project after initial approval by the Corporation must be similarly approved before the change is implemented. The Corporation will use reasonable efforts to respond promptly to any requests for change approval so as not to delay the project; however, significant changes can be expected to require additional time for review by the Corporation or the Corporation's Designated Architect and may delay construction work. Such changes will not extend the period in which the project must be completed.

3. Pre-Conditions to Commencement of Work by Shareholder. Shareholder agrees:

- a. Prior to beginning the Work, to provide the Corporation with complete and conformed copies of every agreement made with contractors, subcontractors and suppliers.
- b. If required by laws, rules, orders or governmental regulations or the Corporation's Designated Architect, to file plans, forms or applications (including without limitation any asbestos-related forms filed in support of any applications) with, and procure the approval, permits, licenses, consents of all governmental agencies.
- c. To procure from Shareholder's contractor or contractors the insurance policies described on Exhibit "A" attached hereto, which policies shall name the Corporation, the Corporation's officers, directors, shareholders, Designated Architect, the Managing Agent, and Shareholder, as parties insured. Such policies shall provide that they may not be terminated until at least thirty (30) days after written notice to the Corporation. All such policies or certificates evidencing the issuance of the same shall be i) with companies that are reasonably acceptable to the Corporation, and ii) delivered to the Corporation before the Work commences.

d. Provide the following certifications:

1. Electrical. A letter from a licensed electrician, engineer or architect that the electrical loads required as a result of the project (i) will not exceed the present electrical capacity of the unit; and (ii) will not adversely affect the building electrical, utility or mechanical systems. If the capacity is exceeded or an adverse potential impact is determined, the project plans must identify how the deficiency will be addressed at no cost to the Corporation.

2. Plumbing. A letter from a licensed plumber, engineer or architect that the plumbing work contemplated by the project will not result in (i) a reduction of water pressure to other units in the building; (ii) an adverse effect on any part of the building's plumbing system; (iii) an overload of the building's waste lines under ordinary or any contemplated unusual use; or (iv) natural gas use beyond building capacity. If the project will have any such result, the project plans must identify how the deficiency will be addressed at no cost to the Corporation before the project can be approved.

3. Gas line work. A letter from a licensed plumber or engineer that the gas line work contemplated by the project will not require that the gas be shut off anywhere in the building outside the apartment and that any increased gas requirement in the apartment will not adversely affect gas service to any other apartment.

4. Shareholder to Give Notice of Actual Commencement of Work. Prior to commencing the Work, Shareholder shall give at least five (5) days' written notice to the Corporation's Designated Architect, the superintendent of the Building and the Managing Agent of the date the Work shall commence and the estimated duration of the Work.

5. Work Done at Shareholder's Risk. Any damage to the Apartment or other areas of the Building, including, but not limited to the common structure, infrastructure, mechanical systems equipment, lobby and other common areas, elevators, doors and finishes of the Building, caused by or resulting from the Work, shall be covered by the insurance coverage required of Shareholder, or Shareholder's contractor(s) or subcontractor(s), as the case may be.

However, the existence of such insurance shall not relieve Shareholder of any liability. If the Managing Agent advises Shareholder of any damage, which in the Managing Agent's opinion, was caused by the Work, Shareholder shall promptly submit such claim to Shareholder's insurance carrier and to Shareholder's contractor(s) or subcontractor(s) for submission to their insurance carrier, as appropriate. Shareholder agrees to use all reasonable efforts and to cause the contractor and subcontractor likewise to use all reasonable efforts, to cause any insurance carrier insuring Shareholder or Shareholder's contractors or subcontractors to expeditiously review and settle damage claims for which they are responsible.

6. Indemnification by Shareholder. Shareholder hereby indemnifies and holds harmless the Corporation, the Corporation's Designated Architect and employees, the

Managing Agent, and other shareholders and residents of the Building against any damages suffered to persons or property as a result of the Work. Shareholder shall reimburse the Corporation, the Corporation's Designated Architect, Managing Agent, and other shareholders and residents of the Building for any losses, costs, fines, fees and expenses (including, without limitation, reasonable attorney's fees and disbursements) incurred as a result of the Work and/or the Shareholder's or any contractor's or consultant's failure to conform with this Agreement or any law or ordinance and which may be incurred by the Corporation in the defense of any suit, action, claim or violation in connection with the Work or the abatement thereof.

7. Review of Adjacent Units. Construction work in one unit can cause damage to other units, some of which may not be adjacent to the unit covered by the construction project. The owner is responsible for all such damage. To reduce the potential for disputes, a review of adjacent apartments must be made with the adjacent owners before construction commences. It is advisable to photographically document the condition of the adjacent apartments. The Owner and contractor are obligated to repair such damage caused by the construction project.

8. All Costs Associated with Work Done at Shareholder's Expense. Shareholder accepts sole responsibility for the Work and for all costs in connection with the Work. If the Corporation obtains legal, engineering or architectural advice either prior or subsequent to granting permission for the Work, Shareholder agrees to reimburse the Corporation, on demand, for any reasonable fees (including attorney's fees) incurred. Shareholder understands and agrees that all costs of labor, equipment and materials incurred by the Corporation, shall be charged to Shareholder. During the demolition phase of the renovation, Shareholder agrees to have an employee of or worker hired by the Corporation or Managing Agent monitor the work. The cost of this person shall be paid by the Shareholder.

9. Shareholder's Contractor to Cooperate with Building Labor. All of Shareholder's contractors and subcontractors shall employ only such laborers as shall not conflict with any of the trade unions employed in the Building or otherwise cause disharmony with any Building service union. The Contractor shall acknowledge this Agreement and agrees to, and shall cause all subcontractors to abide by all of the rules and regulations of the Corporation.

10. Shareholder's Responsibility for Consequences of Work. Shareholder and any successor-in-interest assume(s) all risks of damage to the Building and its mechanical, plumbing, gas, heating or electrical systems, and to persons and property in the Building which may result from or be attributable to the performance or existence of the Work and the maintenance and repair of any alterations and installations in the Apartment after completion. This responsibility covers all aspects of the Work, whether or not structural, including without limitation, weather-tightness 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, Shareholder, when so advised, shall promptly remove or correct the cause of the problem as determined by the Corporation. 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. If the Shareholder does not promptly remove or correct the problem, the Corporation may have the problem corrected and the Shareholder shall be liable for all costs and expenses incurred therein.

11. Prohibited Construction Methods. Shareholder recognizes that there will be no change in the operation of the Building's heating system, ventilation system or air-conditioning system, if any, to facilitate the functioning of any heating or air-conditioning units Shareholder may be installing. Shareholder will not interfere or permit interference with the Building's intercom system, gas, electric, plumbing or any other service. Shutting off the water of the building to allow plumbing work to be completed in the apartment being renovated imposes a significant inconvenience on the other owners. A minimum of 3 days' notice must be provided to the Managing Agent before a water shut off will be allowed. Shutoffs will occur between 10:00 a.m. and 2:00 p.m.; in no event will a shut off extend for more than four hours on a single day. There will be no charge assessed for the first 3 shutoffs of water or electricity. After three shutoffs, a \$500 fee will be charged by the building for any additional utility shut off. (These fees will normally be deducted from the owner's deposit.)

If new drain lines are to be installed, they must be located above the existing slab. No cutting of the slab is permitted for the installation of a new drain line.

Any project covered by these rules must install hot and cold water shut off valves, if they do not exist, that allow the Apartment to be cut off from the building plumbing system so that future plumbing work can be done in the Apartment without shutting off water to the building. All water, steam and gas valves in each Apartment must be reasonably accessible.

Shareholder agrees that exterior masonry walls shall not be penetrated. No component of a Shareholder's Work shall be constructed and/or installed outside of the extents of the Shareholder's unit. Use of the fire escape, exterior facades, rooftop, stairwell, penthouse, or basement is strictly prohibited for any component of a Shareholder's Work.

12. Completion of Work. The Shareholder shall use the Shareholder's best efforts to ensure that the Work is completed expeditiously, but in any event all Work shall be completed within 180 calendar days, including weekends and holidays, from the date of commencement of the Work, or such other period as the Corporation, in writing, designates (the "Completion Date"). The Corporation expresses no opinion regarding the feasibility of completion of the Work within this time period.

The Shareholder may not occupy the Apartment until Substantial Completion is reached. Substantial Completion is the point in the progress of the Work when the Work is sufficiently complete in accordance with the Contract Documents and the regulatory requirements of NYC so that the Shareholder can occupy the Apartment. The Corporation will rely on its Designated Architect to determine when the Work has met the requirements of Substantial Completion. Only minor

punch list items may be completed by the Shareholder after Substantial Completion, and these items must be completed before the Completion Date.

If the Work shall not have been completed by the Completion Date, the Corporation shall be entitled to apply, from the security funds provided pursuant to paragraph 1(b) of this Alteration Agreement, the sum of \$500.00 per week (7 calendar days) in each of the first four weeks after the completion date if the Work remains incomplete for any length of time in that week and \$500.00 per day for each calendar day the Work remains incomplete after the 208th day (the original 180 days plus 4 weeks). These amounts are acknowledged to be liquidated damages, and not a penalty, to compensate the Corporation and the Corporation's shareholders for the costs and inconvenience of the continuation of the Work, it being understood that the damages caused by continuation of the Work would be difficult to determine. The Corporation's application of the security funds provided pursuant to paragraph 1(b) of this Agreement as aforesaid shall be without prejudice and in addition to all other remedies the Corporation may have. If the security funds provided pursuant to paragraph 1(b) are fully applied, the Shareholder agrees to pay all amounts due under this paragraph to the Corporation in weekly installments. The determination of whether the Work is completed shall be made by the Corporation and the Corporation's Designated Architect, and their determination shall be conclusive. The Shareholder agrees that any consent by the Corporation to perform Work after the Completion Date may be revoked by the Corporation immediately if the Shareholder fails to comply with any requirement of this Agreement or extension of the Completion Date.

At the completion of the Work, the Shareholder will deliver to the Corporation an amended certificate of occupancy and a certificate of the Board of Fire Underwriters, if either be required, and such other proof as may be necessary to indicate that all Work has been done in accordance with all applicable laws, ordinances and government regulations, together with a statement from the architect or engineer who signed the Shareholder's Plans that the Work has been executed in accordance with those Plans. If an amended certificate of occupancy or certificate of the Board of Fire Underwriters is not required, the Shareholder's architect must submit a statement to that effect. The determination of the Corporation's Designated Architect as to the need for an amended Certificate of Occupancy shall be conclusive.

13. Work Hours and Noise. All work shall be done between 9:00 AM and 5:00 PM, Monday through Friday. Workers shall not enter the building prior to 8:30AM or leave the building after 5:30PM. No work may take place on any Monday that is a national holiday, during the Jewish holidays of Rosh Hashanah, Yom Kippur, and Passover, during the week of Thanksgiving, or the two weeks encompassing December 25th and January 1st. The Corporation shall be the sole arbiter should there be any doubt as to noise levels which may be disturbing.

Prior to commencing construction of an approved project, the Shareholder's contractor will identify in writing all elements of the project that will produce noise at a level that will affect the use of other units. The Shareholder's contractor will meet with those unit's owners to schedule the work so as to minimize the inconvenience imposed upon them. For example, every effort should be made to

schedule any approved concrete slab penetration, cutting and removal, and similar work when affected owners will not be at home. In no event will such work extend over more than four hours on any day without the approval of the affected owners, or be undertaken with less than seven days' prior notice.

14. Additional Work Requirements.

a. Elevator Usage. Contractors and workers will make every effort to minimize use of the elevator and to deliver materials to the Apartment and remove materials from the Apartment as expeditiously as possible. Whenever materials move in and out of the Apartment through the elevator, the elevator pads must be installed and the elevator floor protected. Construction projects impose unusual wear and tear on the elevator. Accordingly, any repairs needed to the elevator during the construction period (other than ordinary maintenance) will be paid for the Shareholder if the Corporation can demonstrate that the repairs were caused by the construction project.

b. Cutting concrete floor slab. Any cut to the slab must be explicitly approved by the Corporation in its sole discretion before it is made and steps must be taken to assure a successful, safe outcome. The area to be cut must be submitted to a sonar or x-ray to confirm there are no structural beams or important plumbing elements below. In no case can the slab be penetrated into the apartment below. These results must be provided to the Corporation's Designated Architect prior to commencing work. If the work is approved and the slab is cut, it must be restored to its original thickness and steel rebar should be included in the patch. A trained professional may be employed by the Corporation, at the Shareholder's expense, to supervise the cutting and restoration of any approved slab penetration.

c. Any work near the exterior walls of the building or window replacement is subject to the submission of a waterproofing plan for review by the Corporation's Designated Architect.

d. Installation of Clothes Dryers. Outside venting of dryers or venting into the shaft will not be approved; all clothes dryers must run on electricity.

15. Shareholder's Security Deposit. As security for the faithful performance and observation by Shareholder of the terms and conditions of this Agreement, Shareholder has deposited the sum indicated in paragraph 1(b) with the Corporation. In the event that Shareholder or persons engaged by Shareholder to perform the Work cause loss, cost or expense to the Corporation, including without limitation any loss, cost or expense arising from or relating to (a) the fees of the Corporation's Designated Architect to review the plans and specifications or to review from time to time the progress of the Work; (b) the fees of the Corporation's attorneys engaged in the event of Shareholder's breach or alleged breach of the provisions of this Agreement, or otherwise in connection with the Work; (c) damage to the finishes in the Building's hallways or to any common area (including without limitation, the cost of cleaning, painting or repairing the same if soiled or otherwise damaged); (d) delays in completion

of the Work, as more specifically referred to in Paragraph 12 of this Agreement, or (e) any other expenses incurred by the Corporation in connection with any complaints or breach of this Agreement. Shareholder agrees that the Corporation may use, apply or retain the whole or any part of the security so deposited and any interest earned thereon, if any, to the extent required for the payment thereof. If the deposit is diminished by one-half of the original amount, Shareholder shall replenish it to the full amount within (3) days after written demand. Shareholder's failure to 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 here under. If Shareholder shall comply with all of the terms and conditions of this Agreement, the security deposit and any interest earned or remaining balance thereof, if any, shall be returned to Shareholder.

16. Accessibility. Shareholder agrees that all water, steam, and gas valves will be reasonably accessible through non-destructive means, such as via hatches. If any portion of the Work should enclose such valves, contrary to the provisions of this Agreement, if requested by the Corporation's Designated Architect from time to time, such portion shall be uncovered at Shareholder's expense for observation. Such enclosure shall be opened and replaced at Shareholder's expense.

17. Use of Public and Common Areas during Work. Shareholder will not allow the halls, stairs, basement, roof, stairwells, sidewalks and other public areas to be used for the storage of building materials or debris and agrees that the floor of the halls to be used in connection with the Work will be covered with construction paper during the Work. If the Work mars or damages the hall, stairwells, or elevators, the Corporation may repair them at Shareholder's expense upon the completion of the Work. Shareholder will take or cause their contractors to take all precautions necessary to prevent damage to the Building's hallways, elevators (including the doors and appurtenances) and to other common areas during the progress of the Work. If Shareholder shall fail to promptly perform any repair; Shareholder shall promptly pay all reasonable bills for such repairs incurred by the Corporation.

18. Shareholder to Maintain Certain Safety Precautions. Shareholder agrees that functioning fire extinguishers, smoke alarms, and carbon monoxide detectors will be maintained in the Apartment during the Work. Shareholder agrees that the Work shall not block access to any fire exits in the Building. Shareholder shall have smoke detectors installed 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, install carbon monoxide detectors based on NYC Code requirements and Shareholder shall install window guards if a child or children 10 years old or under lives or resides in the Apartment pursuant to Section 131.15 of the New York City Health Code.

- a. Door to stairwell must be easily identified and easily accessible.
- b. The Corporation and Managing Agent must have access to the Apartment at all times during the construction process, including being provided with access codes and keys for doors and alarms.

19. Shareholder to Control Refuse, Dirt, Dust, Lead Based Paint, etc.

- a. All precautions will be taken by Shareholder to prevent dirt and dust from permeating other parts of the Building during the progress of the Work. Materials and rubbish will be placed in barrels or bags before being taken out of the Apartment. 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 Apartment at Shareholder's expense. Shareholder recognizes that the elevator or stairs may be used for such removal and only at such times as the superintendent of the Building may direct. The placement of any dumpsters must comply with all governmental regulations, including without limitation, obtaining any necessary permits.
- b. The Federal Task Force on Lead-Based Paint Hazard Reduction has recommended certain maintenance practices, including (1) limiting access to the work area to only workers, (2) isolating the work area with polyethylene plastic or equivalent, (3) protecting the workers, (4) protecting the Shareholder's belongings by covering or removing them from the work area, (5) wetting the painted surfaces before disturbing the paint and (6) wetting the debris before sweeping. The Task Force has indicated that certain removal practices are unsafe, including (1) open flame burning, (2) power sanding or sandblasting (unless a special vacuum attachment is used to contain dust), and (3) dry scraping more than a de minimis surface area (de minimis means an area of less than one square foot per room). The Shareholder shall cause the Shareholder's contractors and/or workers to perform their 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.
- c. No more than sixty (60) days prior to beginning renovation activities in the Apartment, the contractor shall provide the Shareholder with the Environmental Protection Agency (the "EPA") pamphlet entitled, Protecting Your Family from Lead in the Home, (the "Pamphlet"). If the Apartment is occupied by other than the Shareholder, the contractor shall provide the occupant with the Pamphlet. The contractor shall be responsible for obtaining the Shareholder's or the occupant's written acknowledgment of receipt of the Pamphlet or a certificate of mailing evidencing same. The Shareholder hereby acknowledges that the Corporation has no liability or obligation in connection with this notification requirement of the EPA.

20. Shareholder to Comply with Laws, etc. 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, multi-peril casualty or other insurance policies carried by Shareholder or for Shareholder's benefit. Shareholder shall comply with all federal, state and local laws, rules and regulations pertaining to asbestos and other hazardous material, as the same have been or may be promulgated, supplemented or amended from time to time prior to and during the abatement-work.

21. Acceptance of Responsibility by Shareholder and Shareholder's Successor in Interest.

- a. The Shareholder releases the Corporation, the Managing Agent, the Corporation's agents and employees from any liability for damage to the portions of the Apartment affected by the Work which may occur in the performance of building maintenance repairs. Notwithstanding anything to the contrary contained in the Lease, the Shareholder accepts sole responsibility for the Work and costs in connection with the maintenance, repair, restoration or replacement of any portions of the Apartment affected by the Work, and acknowledges that such responsibility shall pass to the Shareholder's successor-in-interest in the Apartment.
- b. **Protection Against Mechanic 's Liens.** Shareholder shall immediately satisfy any mechanic's liens recorded against the building, even if the subject matter of the lien is in dispute. If Shareholder chooses to contest the subject matter of the lien, Shareholder shall purchase a bond in favor of the Corporation in an amount twice the lien value claimed. Shareholder will at his/her sole cost and expense, defend the Corporation in any suit brought against the Corporation with respect to the enforcement of any mechanic's lien(s) relating to the Shareholders construction, or any other claim or suit arising therefrom, and satisfy any judgment rendered against the Corporation, and cause any such liens to be discharged and released.
- c. Shareholder or Shareholder's successor-in-interest (i) shall advise each subsequent purchaser of Shareholder's interest in the Corporation's shares appurtenant to the Apartment (a "Purchaser") of the Work undertaken by the Shareholder and the Purchaser's obligations under this Agreement; (ii) shall provide copies of the Plans and this Agreement to the Purchaser; (iii) shall waive any claim or cause of action against the Corporation, the Board of Directors or the Managing Agent, for advising a potential Purchaser of the obligations of the owner of the Apartment under this Agreement, (iv) have the assumption of Alteration Agreement executed by any successor-in-interest.

22. Work is of Shareholder's Sole Design. Shareholder recognizes that by granting consent to the Work, the Corporation does not express any opinion as to the design, feasibility or efficiency of the Work.

23. Miscellaneous. 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.

24. Shareholder's Breach and Corporation's Remedies. SHAREHOLDER'S FAILURE TO COMPLY WITH ANY OF THE PROVISIONS HEREOF SHALL BE DEEMED A BREACH OF THE PROVISIONS OF THE LEASE, PURSUANT TO WHICH THE CORPORATION'S CONSENT HAS BEEN GRANTED. IN ADDITION TO ALL OTHER RIGHTS, THE CORPORATION MAY ALSO SUSPEND THE WORK AND PREVENT WORKERS FROM ENTERING SHAREHOLDER'S APARTMENT FOR ANY PURPOSE OTHER THAN TO REMOVE THEIR EQUIPMENT. IN SUCH EVENT, THE CORPORATION MAY ALSO

REVOKE PERMISSION FOR SHAREHOLDER TO UNDERTAKE THE WORK. ANY DEVIATION FROM THE WORK APPROVED IN THIS ALTERATION AGREEMENT SHALL VOID IN ITS ENTIRETY THE PERMISSION GRANTED HEREIN.

25. Permission. By executing this Agreement the Corporation is granting permission to the Shareholder to perform the Work pursuant to the Plans and this Agreement. This permission can be revoked at any time on written notice to the Shareholder as a result of Shareholder's or its agent's violation of the terms of this Agreement. The Corporation also agrees to perform its obligations under this Agreement.

Shareholder

Shareholder

Permission Granted By:
34-36 East 10 Street Corporation

By: _____
Board President/Managing Agent

EXHIBIT A

Shareholder's Contractor 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 Shareholder and the Corporation's managing agent (the "Managing Agent") as additional insured. No diminution of limits of insurance will be permitted.

- i. Worker's Compensation as required by all applicable Federal, State, or other laws including Employers Liability in accordance with the statutory requirements of the State of New York, together with Disability Benefits Insurance required by the State of New York. This coverage to be a minimum of \$5,000,000. Employer's liability coverage to be not less than \$500,000.
- ii. Commercial General Liability coverage of \$1,000,000 per occurrence and \$2,000,000 in the aggregate 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. Insurance shall also cover the following: premises and operations liability, products/completed operations, broad form property damage, broad form contractual liability, personal injury and independent contractor's liability.
- iii. Commercial General Liability coverage 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.
- iv. Commercial General Liability coverage - \$1,000,000 BODILY INJURY & PROPERTY DAMAGE (combined single limit).
- v. Comprehensive Automobile Liability, including non-ownership and hired vehicle coverage, as well as owned vehicles: \$1,000,000 BODILY INJURY & PROPERTY DAMAGE (combined single limit).
- vi. Umbrella Liability for BODILY INJURY, PERSONAL INJURY AND PROPERTY DAMAGE COMBINED. It will have a limit of \$3,000,000 per occurrence and a general aggregate of \$3,000,000.

If umbrellas are written in more than one company any layers above the first one shall follow the form of the primary umbrella.

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 there under have been paid. Such certificates shall provide that the said insurance may not be canceled, terminated or modified without thirty (30) 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, to revoke permission to perform the work and to deny entry into the Building to all workers.

Amounts of insurance required may be higher for major renovations as designated by the Corporation.

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.

INDEMNIFICATION AGREEMENT

Whereas, _____ (“Contractor”) is and will be performing certain work for _____ (“Owner”) pursuant to an agreement for _____, the Contractor and Owner hereby agree:

To the fullest extent permitted by law, Contractor agrees to indemnify, defend and hold harmless Owner and/or Managing Agent from any and all claims, suits, damages, liabilities, professional fees, including attorney’s fees, costs, court costs, expenses and disbursements related to death, personal injuries or property damage (including loss of use thereof) arising out of or in connection with the performance of the work of the Contractor, its agents, servants, subcontractors or employees, or the use of the Contractor, its agents, servants, subcontractors or employees, of facilities owned by Owner. This agreement to indemnify specifically contemplates full indemnity in the event of liability imposed against the Owner and/or Managing Agent without negligence and solely by reason of statute, operation of law or otherwise, and partial indemnity in the event of any actual negligence on the part of Owner and/or Managing Agent either causing or contributing to the underlying claim. In that event, indemnification will be limited to any liability imposed over and above that percentage attributable to actual, whether by statute, by operation of law or otherwise.

INSURANCE PROCUREMENT

Contractor shall obtain and maintain at all times during the term of this agreement, at its sole cost and expense, the following insurance:

- a) **Worker's Compensation** as required by all applicable Federal, State, or other laws including Employers Liability in accordance with the statutory requirements of the State of New York, together with Disability Benefits Insurance required by the State of New York. This coverage to be a minimum of \$5,000,000. Employer's liability coverage to be not less than \$500,000.
- b) **Commercial General Liability** coverage of \$1,000,000 per occurrence and \$2,000,000 in the aggregate 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. Insurance shall also cover the following: premises and operations liability, products/completed operations, broad form property damage, broad form contractual liability, personal injury and independent contractor's liability.
- c) **Commercial General Liability** coverage 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.
- d) **Commercial General Liability** coverage - \$1,000,000 BODILY INJURY & PROPERTY DAMAGE (combined single limit).
- e) **Comprehensive Automobile Liability**, including non-ownership and hired vehicle coverage, as well as owned vehicles: \$1,000,000 BODILY INJURY & PROPERTY DAMAGE (combined single limit).
- f) **Umbrella Liability** for BODILY INJURY, PERSONAL INJURY AND PROPERTY DAMAGE COMBINED. It will have a limit of \$3,000,000 per occurrence and a general aggregate of \$3,000,000. If umbrellas are written in more than one company any layers above the first one shall follow the form of the primary umbrella.

Contractor shall, by specific endorsements to its primary and umbrella/excess liability policy, cause Owner and Managing Agent to be named as Additional Insured. Contractor shall, by specific endorsement to its primary liability policy, cause the coverage afforded to the additional insured there under to be primary to and not concurrent with other valid and collectible insurance available to Owner and Managing Agent. Contractor shall, by specific endorsement to its umbrella/excess liability policy, cause the coverage afforded to Owner and Managing Agent there under to be first tier umbrella/excess coverage above the primary coverage afforded to Owner and Managing Agent and not concurrent with or excess to other valid and collectible insurance available to Owner and Managing Agent.

Dated: _____

Owner

Contractor

By: _____

By: _____