

(Coop Corp. Name)
(Address)

_____, New York

ALTERATION AGREEMENT
FOR
APARTMENT #

Dated: _____

Dear _____ ("Shareholder"):

You have asked _____ (the "Corporation") for its written consent to the making of certain alterations (the "Alterations") to Apartment _____ (the "Apartment") in premises at _____, New York, New York _____ (the "Building"). You have submitted to the Corporation, for its approval, the plans and specifications annexed hereto (the "Plans") for the Alterations.

The Corporation hereby approves the Plans and consents to the making of the Alterations on the following conditions:

1. Preconditions: Before any Alterations shall be started:

(a) You shall furnish to the Corporation a letter from a licensed engineer or architect, which letter shall certify that the electrical loads required as a result of the Alterations (i) will not be in excess of the present electrical capacity of the Apartment, and (ii) will not adversely affect the Building's electrical service;

(b) You shall file the Plans with all proper municipal departments and shall obtain all governmental approvals, permits, and certificates that may be required. The Corporation's managing agent (the "Managing Agent") shall be notified of the building permit number, if any, assigned to the Plans and shall be given a copy of each of the permits and aforementioned certificates within ten (10) days of your receiving same. In the alternative, you shall supply the Corporation with a letter from a licensed engineer or architect which shall certify that no governmental approvals, permits or certificates are necessary for any of the proposed work;

(c) You shall furnish the Corporation with a conformed copy of each and every agreement made with your contractor; and

(d) You shall procure from your contractor and submit for the Corporation's approval, the contractor's written agreement waiving the right to file any mechanic's liens or other liens, attachment or encumbrance against the Corporation's property which may arise out of or in connection with the Alterations. Proof that the contractor has obtained similar waivers from all subcontractors shall be filed with the Managing Agent before such subcontractors commence their work. If you are unable to obtain said waiver of liens, then you may in lieu of such waivers provide the Corporation with a Labor and Material Payment bond from a surety company acceptable to the Corporation, in an amount equal to 125% of the aggregate costs of the Alterations as shown on said agreements with contractor.

2. Responsibility for Alterations: You shall assume all responsibility for the Alterations and agree that neither the Corporation nor the Managing Agent will be responsible for: (i) compliance with applicable laws, rules and regulations, (ii) obtaining necessary governmental permits or consents, (iii) determining the feasibility or practical ability to the proposed alterations, (iv), determining any adverse effect on the Apartment or the Building, (v) determining any possible consequences of the Alterations, (vi) anticipating failure of efficient performance of building services to the Apartment resulting from the Alterations, or (vi) otherwise. You agree to assume all responsibility for the weather-tightness of any installation affecting exterior walls or roofs and the waterproofing of any portion of the Building structure directly or indirectly affected by the Alterations and for the maintenance and performance of all heating, plumbing, air-conditioning, electrical and other equipment installed, or altered, by you.

3. Insurance: The contractor who performs the Alterations shall obtain the following insurance coverage: (i) comprehensive liability insurance: \$1,000,000 per person; \$2,000,000 per accident; (ii) \$1,000,000.00 property damage liability; and (iii) workmen's compensation and employee's liability covering all employees of the contractor and any subcontractor. All insurance companies providing the foregoing coverage shall have a Best Rating (or equivalent rating system) of A or better and shall be licensed to conduct business in New York. Certificates of such insurance: (i) naming the Corporation, the Managing Agent and you as additional parties insured, as their interests may appear, and (ii) providing that such insurance will not be terminated unless at least ten (10) days notice is given to the Managing Agent, shall be filed with the Managing Agent before the Alterations are commenced. You agree, if any notice of termination of any insurance is received, that all alteration work will immediately cease until replacement insurance policies conforming to the foregoing limits are received and proof is delivered to the Managing Agent.

4. Damage: The Alterations and materials used shall be of the quality and style in keeping with the general character of the Building. You are to take all precautions to prevent, and you assume all risks for, all damage to the Building, its

mechanical systems and property of other tenants and occupants in the Building which result from or may be attributable to the Alterations. All demolition, reconstruction and installment work, as set forth in the Plans, shall be performed and completed _____ (_____) days from the date when municipal approval has been granted or if no approval is required, from the date hereof. The Alterations shall be performed only between the hours of 8:00 a.m. and 5:00 p.m.; and any work which will produce unusual noise (such as demolition of walls, ceilings or floors, use of electric saws, power hammers, electric drills, power sanders or other similar or dissimilar machinery) which might be disturbing to other tenants shall not be commenced before 10:00 a.m. No work shall be performed on Saturdays, Sundays or holidays. The Corporation reserves the right to restrict further the work or to terminate it, in its sole discretion, if in the Corporation's judgment the method of performing the Alterations is disturbing other occupants of the Building. All rubbish, rubble, discarded equipment or other materials, empty packing cartons, etc. are to be promptly removed from the Building, at your sole cost and expense, in barrels or bags, in the service elevator, at such times and in such manner as the superintendent of the Building may direct. You shall see to it that all precautions shall be taken to prevent dirt and dust from permeating other parts of the Building or other apartments in the Building during the progress of the Alterations.

5. Cost: The entire cost of the Alterations, including the cost of the Plans, and the procurement of all required approvals, licenses, permits and certificates, shall be paid in full by you within thirty (30) days after the completion of the Alterations. If, for any reason whatsoever, one or more mechanic's liens are filed for work done or allegedly done, or material furnished in connection with the Alterations, whether or not you are reasonably disputing the nature, quality, or quantity of such Work or materials, you shall, at your sole expense, cause such mechanic's lien or liens to be discharged or bonded. If you fail to discharge or bond said mechanic's lien or liens within twenty (20) days of the filing thereof, the Corporation may exercise all rights and remedies reserved to it in your proprietary lease.

6. Indemnity: By executing this Agreement, you undertake and hold harmless the Corporation, the Managing Agent and the tenants and occupants in the Building, against any claims for damage to persons or property suffered as a result of the Alterations, whether or not caused by negligence, and any expenses (including, without limitation, actual attorneys' fees and disbursements) incurred by the Corporation or its Managing Agent in connection therewith. If requested, you shall procure a bond or agreement from an insurance company, acceptable to the Corporation, insuring performance by you of the provisions of this paragraph and paragraphs 5 and 11(d) of this Agreement.

7. No Representation: In granting the consent requested, it is understood that the Corporation, its officers, directors, Managing Agent, superintendent, other employees, architect or engineer or other agents of the Corporation or the Managing Agent make no representations, express or implied, as to the design, feasibility or

efficiency of the Alterations or whether you will be able to obtain the required permits and certificates or any other representations regarding the Alteration unless set forth in this Agreement. If the operation of the Building or any of its equipment is in any way adversely affected by reason of the Alterations, you agree at your sole cost and expense to remove promptly the cause thereof upon being advised thereof by the Corporation or the Managing Agent.

8. Suspension of Work: The Managing Agent or Superintendent may suspend all work authorized hereby if you fail to comply with the terms of your proprietary lease or the House Rules applicable to the Alterations, or the terms hereof or the Plans and Specifications submitted to and approved, in writing, by the Corporation.

9. General Conditions: All work to be performed in connection with the Alterations shall be done in a manner and time which are not burdensome to other tenants in the Building. Each contractor shall meet with the Building Superintendent and Managing Agent prior to commencing any work on the Alterations: (i) to schedule use of elevators, water, electricity, and other utilities in the Building, (ii) to schedule the time and manner of commencing the Alterations; and (iii) to review the provisions to be made by the contractor to comply with paragraphs 4, 13, 14 and 15 hereof. Such contractor (and you) shall be responsible for removal of all rubbish, rubble, discarded equipment or other materials, empty packing cartons, etc. which are used in connection with the Alterations. You shall be responsible for cleaning the Building hallways, elevators, and other public portions of the Building following the completion of Alterations to your Apartment each day. It is specifically understood that the elevators are not construction elevators but are used by the residents of the Building as their primary means of ingress and egress in the Building and by the Building staff to perform their duties and by other vendors and contractors and that such use shall have primacy over the use of the elevators by contractors performing any of the Alterations. No dumpsters or metal waste containers shall be permitted within the Building or in the courtyard or alleyways or on the sidewalks adjacent to the Building.

10. Changes in Project: If you decide to increase or alter the scope of the Alterations in any way, such additional or altered work and the Plan applicable thereto will have to be approved by the Corporation and its engineer, in writing, before commencement of such additional Alterations. Failure to obtain such prior written consent shall be a breach of this Agreement and the Corporation shall be entitled to require the removal of all such unauthorized work or Alterations regardless of its magnitude or impact on the Building.

11. Conditions Precedent: Before any Alterations shall be started, in addition to the conditions set forth in paragraphs 1 and 3 of this Agreement, you shall provide to the Managing Agent of the Corporation the following additional documents:

(a) You shall furnish to the Corporation an unqualified letter from a reputable licensed engineer or architect which letter shall certify that the Alterations will not necessitate the amendment of the Certificate of Occupancy for the Building, but can be approved by the Building Department by Building Notice or other specified procedure.

(b) Prior to commencement of any Work, you shall furnish a list of contractors and all subcontractors to be used, to the Corporation and the Managing Agent to indicate the scope of the Alterations and the quality of materials and workmanship. All contractors shall be licensed if a license is required. Copies of the fully executed contracts with each such contractor shall also be submitted to the Corporation and the Managing Agent.

(c) If the Building is in an actual or proposed district subject to the jurisdiction of the New York City Landmark Preservation Commission ("LPC") and if the Alterations proposed by you affects the exterior of the Building or is otherwise subject to the jurisdiction of the LPC, you agree to obtain the consent of the Landmark Preservation Commission and to deliver to the Managing Agent a copy of such consent or a certificate of no effect from the LPC before the Alterations are commenced.

(d) If the Alterations require an amended Certificate of Occupancy, you shall (i) so state in a separate letter to the Corporation; (ii) deliver an undertaking agreeing to obtain and deliver same to the Managing Agent within three (3) months after completion of the Alterations, at your sole cost and expense; and (iii) employ an architect or engineer to supervise the Work and obtain the new Certificate of Occupancy.

(e) Your licensed architect or engineer shall certify, in writing, to the Corporation that the work area has been inspected and certified to be free of asbestos containing material (ACM) by a licensed Asbestos Control Expert (ACE), or if ACM is found, the ACE shall certify how the ACM shall be controlled, removed or encapsulated and your engineer or architect shall certify, in writing, that such proposed work shall be performed in accordance with applicable laws, rules and regulations for removal, encapsulation and/or disposal of ACM. If ACM is found, you shall further retain the services of White Lung Association (or another ACM control expert satisfactory to the Corporation) to supervise and inspect the removal, encapsulation or enclosure of the ACM. The cost of all work relating to the ACM shall be paid by you regardless of whether the ACM is located in the Apartment or on a fixture which is the responsibility of the Corporation to maintain. Such ACE shall confirm to the Corporation its supervision of such work. A copy of the contract for the ACE and the ACM work shall be submitted to the Corporation for written consent and approval prior to commencing any ACM work. You agree to indemnify the Corporation, the Managing Agent, the Corporation's shareholders, officers, directors, agents and employees from any loss, expense, cost, damage or liability (including without limitation actual legal fees arising out of any ACM work or ACM contamination resulting from the Alteration) or any

contamination to any other area of the Building or any other Apartment or any injury to any person arising out of the ACM or its removal.

(f) Your licensed architect or engineer shall also certify, in writing, to the Corporation that the Work Area has been inspected and certified to be free of lead based paint ("LBP") by a licensed Lead Based Paint Expert ("LBPE"), or if LBP is found in the Work Area, the LBPE shall certify, in writing, how the LBP shall be controlled or abated and your engineer or architect shall certify, in writing, that the proposed work shall be performed in accordance with applicable laws, rules and regulations for removal or abatement and/or disposal of LBP; and, if LBP is found, you shall further retain the LBPE to supervise and inspect the removal or abatement of the LBP. The cost of all work relating to LBP shall be paid by you regardless of whether the LBP is located in the Apartment or on a fixture which is the responsibility of the Corporation to maintain. Such LBPE shall confirm to the Corporation its supervision of such work. A copy of the contract for the LBPE and the LBP abatement work shall be submitted to the Corporation for written consent and approval prior to the commencement of any Work. You agree to indemnify the Corporation, the Managing Agent, the Corporation's shareholders, officers and directors, agents and employees, from any loss, expense, cost, damage or liability (including, without limitation, actual legal fees) arising out of any LBP work or LBP abatement resulting from the Alteration or any contamination to any other area of the Building or any other apartment or any injury to any person arising out of the LBP or its removal.

(g) Your licensed architect or engineer shall also certify, in writing, to the Corporation that the proposed Alteration will comply with all applicable New York City, New York State and Federal Handicap Access Laws.

(h) Your licensed architect or engineer shall certify, in writing, to the Corporation, without qualification:

- (i) That the proposed Alterations will not exceed the permitted floor load for that portion of the Building;
- (ii) That the plumbing, electrical, heating, ventilation, waste disposal, drainage, and other systems to be installed (if any) in connection with the Alterations will not overburden such existing systems in the Apartment or in the line of apartments of which the Apartment is a part or of the Building generally and are compatible with existing Building systems;
- (iii) That the proposed Alterations will not increase the cost of the Cooperative Corporation in maintaining the Building nor shall they reduce the useful life of any existing systems in the Building.

12. Directive 14 Filing: Completion - Governmental Approvals: if the proposed Alterations require the filing of an application for a building permit, but does not require the amendment to the Certificate of Occupancy for the Building, at the completion of the Alterations, you shall obtain (i) an approved copy of the Building Notice from the Department of Buildings consenting to the Alterations without amendment to the Certificate of Occupancy for the building, (ii) a letter from your engineer or architect certifying that the Alterations have been completed in conformity with the Plans submitted to the Corporation and that all proper governmental approvals or permits and certificates which were required to perform the Alterations have been obtained and, (iii) if the Alterations involve the electrical fixtures in the Building, a certificate of the Board of Fire Underwriters with respect thereto. If the Alterations required an amendment to the Certificate of Occupancy, an amended Certificate of Occupancy. If the Alterations involved plumbing and/or electrical work, a copy of the certification by the plumber and/or electrician that the work performed conforms to the Plans and to applicable code requirements shall be delivered to the Corporation upon completion.

13. Control of Dust: If the proposed Alterations involve demolition, cutting or other fabrication in the Building, dust from the Work shall be controlled either by the use of green dust and/or, if possible, shall be watered down twice a day. Dustproof partitions or plastic curtains shall be temporarily installed during the Alteration of the Apartment to prevent any dust or debris entering the Building stairwells, elevator shafts, hallways or other common areas or entering into the atmosphere which would eventually enter either another apartment in the Building or the common areas thereof. All Building common areas must be broom cleaned and wet mopped by your contractor each day before your contractor leaves the Building. The Building common areas must be kept clean at all times.

14. Noise and Vibrations from Equipment Installed: If the Alterations involve the installation of any mechanical equipment or appliance which creates any noise or vibration which in the sole discretion of the Corporation may annoy or disturb present or future occupants of other apartments in the Building, then at any time after completion of the Alteration you shall discontinue the use of such equipment or appliance upon notice from the Corporation, until the noise has been reduced to a level which the Corporation, in its sole discretion, may deem satisfactory.

15. Prohibited Fixtures: Notwithstanding anything to the contrary contained in the plans or specifications submitted to us, herewith or in any other document whatsoever (including, without limitation, one signed by us or on our behalf), you acknowledge that we have NOT granted and will NOT grant permission for (a) the installation of a sauna, whirlpool, steam room, electric stove or kiln or similar oven not for cooking purposes, or (b) any alterations which would entail cutting into the floor or ceiling slab of the Apartment for electrical or plumbing Work or for any other purpose, and you expressly agree not to cause or permit any such installation or alterations. You

further expressly agree not to cause or permit the installation of any other appliance or fixture whatsoever unless the same shall have been labeled on the plans and specifications submitted to the Corporation herewith and approved by you in writing.

16. Protective Devices: You shall be responsible for erecting and maintaining any and all signs, barricades, protective bridge work, and warnings in the Building and in areas immediately adjacent to the Building to warn tenant-shareholders, their guests and families and the public at large that construction is being undertaken in the Apartment.

17. Mechanic's Liens:

(a) In furtherance of the provisions of Paragraphs 1(d) and 5, you acknowledge and you agree prior to commencing any Alterations to secure the acknowledgement, in writing, from all contractors, subcontractors and suppliers for labor and/or materials in connection with your proposed Alterations that:

- (i) Notwithstanding this consent to perform the Alterations, the Corporation: (x) does not consent to placing its interest in the Building as collateral for your obligations to pay any such contractor, subcontractor or supplier; and (y) does not consent to any lien being placed on the Building or on any interest in real property owned by the Corporation; and (z) does not consent to the creation of any mechanic's lien on the Building for unpaid labor or supplies;
- (ii) Such contractor(s), subcontractor(s) and/or supplier(s) shall only look to you individually for payment of their bills and to the interest of you in and to the shares of the Corporation allocated to the Apartment as collateral for such payment and not to the interest of the Corporation in the Building or other real estate owned by the Corporation;
- (iii) Such contractor must agree to pay the Corporation's actual attorneys' fees, if such Contractor places a mechanic's lien on any property of the Corporation.

(b) If a notice of Mechanic's Lien is filed against the Building, or if an action is commenced against the Corporation arising out of the Alterations, you shall forthwith cause such lien to be discharged or bonded or such action to be discontinued within twenty (20) days after the filing of such lien or the commencement of such action.

The Corporation reserves the right to discharge the lien or to discontinue the action against the Corporation by payment, bonding or otherwise, without investigation as to

the validity of such lien or the cause of action and without regard to the legitimacy of any dispute between such contractor and you or any other contractor used by you. The Corporation shall have no obligation to make any such payment or to provide any such bond or to do any investigation as to the validity of such action. You hereby indemnify the Corporation against any and all liability and damages arising out of any such mechanic's lien or any such action commenced in connection with the Alterations. The Corporation shall have the right to collect, as additional rent under your proprietary lease for the Apartment, any and all amounts paid and any and all costs and expenses incurred, including reasonable attorneys' fees, disbursements and interest, if any, arising out of any such mechanic's lien, such cause of action, or your failure to observe your obligations under this Agreement.

18. Tax Increases: If the assessed valuation of the Building is increased by your Alterations, you agree that you shall be solely responsible for any increase in the Real Estate Taxes which might be levied against the Building arising out of such Alterations and such additional Real Estate Taxes shall be additional rent under your Proprietary Lease.

19. Lead Paint:

(a) You shall cause a licensed testing company to conduct a test for lead-based paint ("LBP") of all surfaces in the work area that will be sanded, modified, removed or otherwise disturbed in connection with the Alterations. If any surface discloses the existence of LBP, you shall immediately notify the Board of Directors in writing. A copy of the test results shall thereafter be delivered to the Board of Directors. If any surface discloses the existence of LBP, the Alterations shall be **immediately halted** until a plan of LBP abatement and containment is approved in writing by the engineer for the Corporation and the Board of Directors.

(b) You hereby indemnify and hold the Corporation, its engineers, architect and managing agent harmless from any loss, cost or damage resulting from any LBP in your Apartment.

20. Hazardous Materials:

(a) You, as the shareholder, and your contractor are required to comply with New York City, New York State and Federal laws; rules and regulations ("Environmental Laws") regarding "hazardous materials". You agree for yourself and your contractor that all of your proposed work will comply with such Environmental Laws.

(b) These Environmental Laws include, without limitation, the following:

any all present and future federal, state or local laws, statutes, codes, ordinances, rules, regulations,

permits, consents, approvals, licenses, judgments, orders, writs, decrees, injunctions or other restrictions or requirements relating to health, the environment and Hazardous Materials or any "Environmental Activity", including but not limited to, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. Sections 9601, et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. Section 1801, et seq.), the Clean Air Act, as amended (42 U.S.C. Sections 7401, et seq.), the Toxic Substances Control Act, as amended (15 U.S.C. Sections 2601 et seq.), the Safe Drinking Water Act, as amended (42 U.S.C. Sections 300 f et seq.), the Occupational Safety and Health Act, as amended (29 U.S.C. Sections 651 et seq.) The Federal Environmental Protection Act, as amended, New York City and New York State laws and ordinances regulating "Hazardous Materials" and the regulations adopted and publications promulgated pursuant thereto. "Hazardous Materials" means any substance, material or waste which is regulated by any federal, state or local governmental or quasi-governmental authority, and includes, without being limited to: (i) any substance, material or was defined, used or listed as: "hazardous waste", "extremely hazardous waste", "restricted hazardous waste", "hazardous substance", "hazardous material", "toxic substance" or other similar or related terms as defined, used or listed in any Environmental Law relating to the Apartment; (ii) any petroleum products, asbestos, polychlorinated biphenyls, flammable, explosive or lead-containing materials; (iii) any additional substances or materials which are now or hereafter hazardous or toxic substances under any Environmental Law; and (iv) as of any date of determination, any additional substances or materials which are hereafter incorporated in or added to the definition of "hazardous substance" for purposes of any Environmental Law.

(c) The Environmental Laws control the use or the disturbance of certain hazardous substances commonly found in residences and apartments in New York City. These substances include, without limitation:

- (i) Asbestos containing material ("ACM");
- (ii) Lead-based paint ("LBP"); and
- (iii) Lead pipes or lead containing solder ("LCS").

(d) As Lessee you acknowledge you are responsible for maintaining the interior fixtures and the walls, the floors and the ceilings of the Apartment. Since the Building was constructed prior to 1960 (when lead-based paint ceased to be used, generally, in residential buildings in New York City), there may be one or more layers of LBP in the Apartment. There also may be asbestos containing materials on exposed pipes, behind radiators or elsewhere in the Apartment and other materials identified by various governmental agencies as hazardous materials in the Apartment. You agree to be responsible for complying with all applicable Laws regarding LBP, ACM and/or LCS, and other Hazardous Materials in the Apartment, including, without limitation, the rules and regulations of the New York City Department of Health and the New York City Department of Buildings, the United States Department of Environmental Protection and the Federal Occupational Safety and Health Administration.

(e) You agree you will undertake no work in the Apartment, whether a capital improvement or a repair, or a structural change or a cosmetic improvement, in any area containing LBP, ADM, LCS and/or other Hazardous Materials, unless:

- (i) Lessee notifies Lessor of Lessee's intention to undertake work which may disturb LBP, ACM, LCS and/or other Hazardous Materials;
- (ii) The work area is inspected or tested for LBP, ACM, LCS and/or other Hazardous Materials; and
- (iii) If LBP, ACM, LCS and/or Hazardous Materials are found, Lessee undertakes to perform such work in a method which: (x) complies with all applicable Laws, including, without limitation, those laws, rules and regulations relating to LBP, ACM, LCS and/or other Hazardous Materials; and (y) protects the rest of the Building from LBP, ACM, LCS and/or other Hazardous Materials contamination, and you agree to indemnify and hold the Corporation, its officers, directors, agents, employees, and other shareholders harmless from any loss, cost, expense, damage or liability, resulting from such work, including, without limitation, injury caused by LBP, ACM, LCS and/or other Hazardous Materials.

(f) Insurance: You agree that any contractor performing any work in the Apartment shall carry such insurance (in both types and amounts) as the Board of Directors of Lessor shall require. Such insurance shall include, without limitation,

Workers' Compensation Insurance and Public Liability Insurance with coverage for damage caused by LBP, ACM, LCP and/or any other Hazardous Materials contamination and injury. All such insurance policies shall name the Corporation, its officers, directors, agents and employees as additional insured parties.

(g) Violations: Within ten (10) days after notice from the Corporation, you shall pay any fine, penalty, lien or judgment entered by any governmental agency by reason of any violation of any Environmental Law governing ACM, LBP, LCS and/or Hazardous Material in connection with your alterations. You agree to permit the Corporation to inspect the Apartment periodically and to undertake any abatement procedures to remove, encapsulate, enclose or otherwise control any Hazardous Materials which are in the Apartment and improperly handled in connection with the alteration.

(h) You acknowledge The Federal Environmental Protection Agency ("FEPA") recently promulgated revised "Renovation Disclosure Compliance." Effective June 1, 1999, all owners of buildings built prior to 1978 are required to serve a notice of renovation activities to "affected unit occupants", if any work is undertaken in the building. Since your alteration involves renovation inside an Apartment, the notice must go to all occupants and unit owners, unless the building contains more than fifty (50) units, in which case it must only go to those unit owners and occupants living on the same floor as the renovation activity. You agree to prepare and send out such notices prior to commencing any alteration. The notice must include a description of the work and a copy of "Lead Hazard Information Pamphlet" promulgated by the FEPA. In addition, you or your contractor shall obtain a signed acknowledgment of receipt of both documents for each affected unit owner and occupant.

(i) In addition, work involving the disturbance of LBP and/or ACM may require abatement techniques (including the use of negative pressure machines, air barriers, HEAP vacuum and other similar techniques). You agree to perform all such required abatement techniques pursuant to applicable Environmental Laws.

(j) FEPA has excluded from the notification and abatement requirements certain activities which do not disturb large areas of LBP. These include painting over existing walls in preparation for a new tenant, minor spot scraping (less than two square feet, in the aggregate) and washing down walls, floors and/or ceilings. However, please note the recently promulgated New York City Regulation on this subject may require abatement safeguards when children under six (6) years of age reside in the apartment.

21. Handicap Laws:

(a) The Alterations may require compliance with the American's With Disabilities Act ("ADA") or other similar state and municipal laws, rules and regulations concerning handicapped access to and use of the Apartment. It shall be your

responsibility to comply with all applicable handicap laws, rules and regulations and to pay for all improvements and modifications to the Apartment required by such laws.

(b) If the ADA or other handicap laws require modification to the common areas of the Building. You must seek separate written consent before proceeding with the Alterations. You shall notify the Board of Directors in writing the exact nature of all common area modifications and shall agree to pay for any such modification approved by the Board of Directors.

(c) You hereby indemnify and hold the Corporation and its engineers, architect and managing agent harmless from any loss, cost or expense resulting from your failure to comply fully with all handicap laws, rules and regulations.

22. Building Systems: If the Alterations involve the modification of the existing electrical, plumbing, ventilation, waste removal or heating or other building systems in any way, you shall assume responsibility: (i) for the adequacy of the equipment substituted for the present equipment, in order to service the Apartment properly and in accordance with the policy of the Corporation; and (ii) for any damage or adverse affect to the supply of heat, electricity, water, air circulation or waste removal to other portions of the Building.

23. Waterproofing: The following provisions shall apply if the Alterations involve either an opening in the roof or walls of the Building or the addition of improvements on or above the roof.

(a) With reference to any "through-the-wall" openings or openings in the existing roof made by you, if you elect at any time to cancel your proprietary lease for the Apartment by complying with the provisions of such proprietary lease, or if you elect to remove or discontinue the use of any through-the-wall or roof top addition or improvement, or any air cooling, heating or ventilating equipment which you have installed pursuant to the Plans or if you do not maintain any of the aforesaid in a good condition (which condition shall be determined by the Corporation in its sole discretion), you shall, at the option of the Corporation: (a) winter seal and heat seal the opening with approved insulating material; (b) concrete, seal or rebrick the openings to restore them substantially to their present condition and color; and (c) make any necessary repairs, plaster, carpentry or painting in the Apartment and to the exterior portion of the Building, all at your sole cost and expense.

(b) You hereby agree to assume responsibility for maintaining any structure erected by you on the roof of the Building and for the water tightness of the Building membrane above your addition or improvement and adjacent to the junction of your addition or improvement and the existing roof of the Building. You further assume any liability or responsibility for damage to the Building or any unit in the Building resulting from changes in drainage patterns on the roof, blockage or overloading of

existing drains or waste stacks or stress on existing structural components caused or hereafter resulting from your Alterations.

(c) Unless any subsequent holder of the shares and lease specifically assume your obligations hereunder, you shall continue to remain liable to the Corporation notwithstanding your assignment of the proprietary lease for the Apartment and your release from further liability thereunder.

24. No Representations by Corporation: In reiteration of the provisions of paragraph 7 above, you acknowledge that in granting the consent requested, the Cooperative Corporation makes no representation with regards to the design, feasibility or efficiency of the Alterations, or whether you will be able to obtain the required permits and certificates. If the structure of the Building or any of its equipment is in any way adversely affected by reason of the Alterations, you agree at your sole cost and expense promptly to remove the cause thereof upon being advised of such adverse effect by the Corporation or the Managing Agent.

25. Deposit: In order to ensure compliance with the provisions of paragraphs 4, 10, 13, 14, 15, 18, 19 and 23, a deposit of _____ (\$ _____) Dollars shall be delivered to the Managing Agent prior to the commencement of any Alterations. In the event of a violation of the provisions of said paragraphs by contractor or you, the Managing Agent, in its sole discretion, shall have the right to deduct such sums as it shall determine as penalties for such violations or reimbursement to the Corporation for the cost and expense (including, without limitation, actual attorney's fees) of curing your default. The balance of the deposit shall be returned upon compliance with paragraphs 14 and 16 hereof.

26. Representations and Warranties of Tenant-Shareholder: By your execution of this Alteration Agreement, you represent and warrant as follows:

(a) All work shall be performed strictly in accordance with the Plans and Specifications submitted to the Cooperative Corporation which are enumerated as follows:

- (i) Plans, dated _____, 20_____, prepared by _____ entitled " _____ (the "Plans");
- (ii) Amendments to the Plans, dated _____, 20_____, and _____, 20_____, (the "Amendments");
- (iii) Specifications, dated _____, 20_____, prepared by _____ (the "Specifications");

- (iv) Amendments to the Specifications, dated _____ 20 _____ and _____, 20 _____, (the "Amendments to Specs"); and
- (v) Drawings, Elevations, etc., dated _____, 20 _____, prepared by _____ ("Drawings").

(b) No modification in or deviation from the Plans, Specs, Drawings or approved Amendments thereto shall be permitted by you without the prior written consent of the Cooperative Corporation.

(c) All work and materials described in the Plans, Specs, Drawings and approved Amendments comply with applicable building, electrical, health, safety and other codes of the City of New York.

(d) All necessary permits and governmental approvals shall be obtained before any Alteration is permitted to commence.

27. Periodic Inspections:

(a) The parties agree that, _____ the engineer/architect retained by the Corporation and _____ the Superintendent, and Managing Agent for the Building shall have the right to inspect the work periodically during the course of the renovation and after its completion. Such engineer/architect and the Superintendent and Managing Agent are hereby authorized and directed to stop all work if, in any of their sole opinion, such party finds that the work does not conform to the Plans and Specs approved by the Corporation or if any portion of the work endangers the health, safety, well being or comfort of any occupant of the Building or the proper operation of any Building system or the structural integrity of any Building support system.

(b) The foregoing inspection is for the sole benefit of the Corporation and the designated engineer/architect and the Superintendent and Managing Agent shall have no responsibility to the shareholder or his contractor or shareholder's engineer/architect for any decision made or for any failure to observe a defect in the work. It is understood that shareholder has retained his own architect/engineer to protect his interest and to ensure that such work is performed to his satisfaction and in accordance with the Plans and Specs.

(c) Any inspection by the Building's engineer/architect and the Superintendent and Managing Agent shall not be deemed a waiver of the requirements of this Agreement set forth in Paragraphs 2, the undertaking and indemnity set forth in Paragraphs 7, 10, 11, 12, 14, 15, 18, 19, 21, or 23 or any other obligation of shareholder or rights of the Corporation contained in this Agreement.

(d) Shareholder shall pay the Building's engineer/architect (or reimburse the Corporation for such cost) for such inspection(s).

28. Access to Building: You acknowledge that you have been advised that no Workmen are permitted in the Building without the express, prior written authorization of an authorized representative of the Corporation. You further acknowledge that prior to entering the Building each day, your Workmen may be required to sign a daily log to be maintained by the Building's Superintendent and, in connection therewith, to identify the precise nature of the Work to be performed by them on that day; and the Workmen will not perform on any day any Work other than that identified by them on the daily log for that day. You agree to provide to the Corporation, in advance of performing any Work, a written statement of the name of all Workman to be used by me in performing the Work and the days they shall be present in the Apartment.

29. Reimbursement of Corporate Expenses: By your execution of this Agreement, you hereby consent and agree to reimburse the Corporation for any engineering and/or architectural and/or legal fee for service performed by engineers, architects and/or attorneys on behalf of the Corporation (i) in reviewing this Agreement, the Plans, Specs, proposed Amendments, and Drawings (whether or not you decide to undertake your proposed Alteration and whether or not the Corporation consents to your proposed Alteration), and (ii) in connection with any action taken by the Corporation to enforce this Agreement to correct any defects or problems created by your Alterations.

30. Termination or Transfer of Shares and Lease: If, after making any alterations or installing any equipment referred to herein, you shall either: (i) seek to exercise the right to terminate the proprietary lease pursuant to Paragraph _____ thereof, you will, on the Corporation's demand, but at your expense, restore the Apartment and equipment to their condition prior hereto, agreeing that compliance with this agreement shall be a condition precedent to the cancellation of your lease, or (ii) seek to transfer the shares of the Corporation allocated to the Apartment and proprietary lease appurtenant thereto, you will, if requested by the Corporation and at the Corporation's option, either restore the Apartment and the equipment to their former condition or provide the Corporation with an agreement by your transferee to assume all of your obligations hereunder, including your continuing obligations and understandings and indemnities expressed above. In the event you transfer the Shares and proprietary lease for the Apartment and you do not make the aforesaid election, you shall be deemed to have elected to require the Corporation to provide the aforesaid agreement to your transferee to assume your obligations and the Corporation shall so provide such agreement.

31. No Opinion: You recognize that by granting consent to the work, the Corporation does not profess to express any opinion as to the design, feasibility or efficiency of the work or any portion thereof.

32. Default: Your failure to comply with any of the provisions hereof shall be deemed a breach of the provisions of the proprietary lease, pursuant to which the Corporation's consent has been granted, and, in addition to all of the rights, the Corporation may also suspend all work and prevent all workmen from entering your Apartment for any purpose other than for removing their equipment or tools.

33. Responsibility for Repairs by Transferees: This agreement shall be binding on the shareholder and shareholder's heirs, successors and assigns, including without limitation any future assignee(s) of shareholder's interest in the shares and proprietary lease for the Apartment. Transfer of the Shares and Proprietary Lease allocated to the Apartment shall not release you from personal liability hereunder, unless you obtain a specific written assumption from your transferee of all of your obligations hereunder.

34. Survival of Representations, Covenants, and Warranties: All covenants, representations, and warranties shall survive the closing and the surrender of the Unsold Shares and Leases and the assignment of the Wrap Mortgage to the Cooperative Corporation.

35. Waiver: The failure of the Cooperative Corporation to insist in any one or more instances upon strict performance, by the other, of his [its] obligations hereunder shall not constitute a waiver or relinquishment of any such obligation for the future, and the same shall continue in full force and effect.

36. Notices: All notices given hereunder shall be in writing, and shall be sent either by telefax communications, by personal delivery or by certified mail, return receipt requested to the parties at their respective addresses hereinabove given. Copies of all notices shall be sent to the Managing Agent.

(a) All notes or notices of violations of law or governmental ordinances, orders or requirements which were noted or issued by any governmental department, agency or bureau having jurisdiction as to conditions affecting the Apartment and all liens which attach to the Apartment shall be removed or complied with by shareholder. If such removal or compliance has not been completed, shareholder shall pay the Cooperative Corporation the cost to effect or complete such removal or compliance, except that the Cooperative Corporation shall not be required to undertake any cure or removal.

(b) Shareholder, upon written request by the Cooperative Corporation, shall promptly furnish to the Cooperative Corporation written authorizations to make any necessary searches for the purposes of determining whether notes or notices of

violations have been noted or issued with respect to the Apartment or liens have attached thereto.

37. Additional Rent: Any damages or costs which may be suffered by the Corporation by reason of the Alterations, or by reason of the default by you in the performance of any of the terms and provisions herein contained, shall be payable by you to the Corporation, as additional rent in accordance with the proprietary lease between the Corporation, as Lessor, and you as Lessee, for the Apartment, on the first day of the calendar month following the determination of the amount of such damages and the demand by the Corporation therefor. Pending such determination, and until actual payment thereof by you, the Corporation, in accordance with its Certificate of Incorporation, Bylaws and proprietary lease for the Apartment, shall be entitled to have and retain a lien upon the proprietary lease for the Apartment, and the shares of stock of the Corporation allocated thereto, to secure the full recovery of any amount to which the Corporation is, or may be, entitled.

38. Cancellation of Agreement: In the event that you shall fail or refuse to procure any required approval, license, permit, or certificate (if such approval be required), within two months from the date hereof, or shall fail to commence the Alterations within thirty (30) days after procuring any required approval, license, permit or certificate or having commenced such Alterations, fail to complete them by the date set forth in paragraph 4, this Alteration Agreement shall be deemed cancelled and terminated for all purpose.

39. Clause Headings: The clause headings appearing in this Agreement have been inserted for the purpose of convenience and ready reference. They do not purport to, and shall not be deemed to, define, limit or extend the scope or intent of the clauses to which they appertain.

40. Construction: This Agreement has been made and shall be performed with reference to the laws of the State of New York. All instruments executed pursuant to the terms hereof, shall likewise be governed by the laws of that State.

41. Entire Agreement: This Agreement constitutes the entire understanding of the parties. There are no oral understandings, promises, warranties, covenants, undertakings or representations regarding this Agreement. This Agreement alone fully sets forth the understanding of the parties.

42. Further Assurances: Shareholder shall, at any time from time to time, at the Cooperative Corporation's request, execute, acknowledge and deliver any instrument that may be necessary or proper to carry out the provisions of this Agreement. In the case of Shareholder's refusal or failure to do so, the other party shall have the power and authority, as attorney-in-fact for the party so refusing or failing to execute, to acknowledge and deliver such instrument.

43. Modifications: No modification of any of the terms hereof shall be valid unless in writing and executed by the parties with the same formality as this Agreement.

44. Enforceability: If any provision of this Agreement is held to be void and unenforceable, all the other provisions shall nevertheless continue in full force and effect.

45. Subjection to Jurisdiction: Shareholder hereby subjects himself to the jurisdiction of the Supreme and Civil Courts of the State of New York, County of New York for the resolution of any dispute between the Shareholder and the Corporation.

46. Gender; Singular; Plurals: As used in this Agreement, the masculine shall include the feminine and neuter, the singular shall include the plural and the plural shall include the singular, as the context may require.

(Intentionally left blank)

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of this _____ day of _____, 20_____.

(Coop Corp. Name)

By:
(Sign here)

(Print name and title here)

(Shareholder) (sign here)

(Print name here)

(Co-Shareholder)

(Print name here)