

**150 EAST TENANTS CORP.  
ALTERATION AGREEMENT**

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\_\_\_\_\_  
*Date*

Board of Directors of 150 EAST TENANTS CORP. (the "Corporation")  
c/o J & C LAMB MANAGEMENT CORP. (Managing Agent)  
4 Park Avenue  
New York, New York 10016

**RE: ALTERATION AGREEMENT (the "Agreement")**  
**Apt. # (the "Apartment")**  
**150 EAST TENANTS CORP.**  
**150 E 61st Street**  
**New York, New York 10065 (the "Building")**

Dear Board:

I hereby request permission to perform the alterations in my apartment as described in the architectural plans and specifications dated \_\_\_\_\_, 201\_\_ and prepared by, that is annexed hereto as "Exhibit A" (the "Alterations"). "If you grant me permission to do the Work, the Work shall be performed in the time period set forth on the timeline annexed hereto as Exhibit "B," and by the contractors and subcontractors set forth in the schedule annexed hereto as "Exhibit C." I understand that I need your approval, on behalf of the Corporation, to do the work and that in order for you to review the plans and specifications and consider my request prior to your rendering your determination on behalf of the Corporation, I hereby agree to the following covenants and conditions:

1. Plans and Specifications

I am furnishing with this letter, in duplicate, the following documents:

- a) Plans and specifications prepared by a registered architect or licensed engineer acceptable to the Corporation, at the Corporation's discretion, setting forth a complete description of the specific proposed alteration(s) I desire (the "Plans").
- b) A letter from my architect or engineer certifying that the service loads, including, but not limited to plumbing, structural and electrical loads required as a result of the Alterations:
  - (i) will not be in excess of the present capacity of the Apartment; and
  - (ii) will not adversely affect the Building.

- c) Conformed copies of each and every agreement I have made with any contractor relating to the Alterations, including all necessary license numbers.

## 2. Fees and Costs

Whether or not any of the approvals in connection with the Alterations is granted, I shall pay or reimburse the Corporation, its officers, directors, shareholders, tenants, agents, representatives and employees including, but not limited to, the Corporation's managing agent (the "Managing Agent"), on demand by the Corporation, all fees, costs and expenses incurred by the Corporation, its officers, directors, shareholders, tenants, agents, representatives, professionals and employees in connection with the Alterations, including, without limitation:

- i. all fees incurred for legal, engineering, architectural or other professional advice; and
- ii. all costs of inspections by the Corporation's engineer or architect to ensure that the Alterations are performed strictly in accordance with the Plans and with normally accepted standards and that the Alterations meet all governmental requirements; and
- iii. all costs of additional Building personnel, maintenance or services; and
- iv. to the extent that any regular Building personnel are required to render services as a result of the Alterations, the expense of such time, including any wages, overtime pay and additional payroll taxes and benefits, that result therefrom; and
- v. in the event of property damage to the Building or any property of any resident thereof, the full cost of all repairs as determined by the Corporation or its designated representatives, professionals, agents or employees including, but not limited to, the Managing Agent or the Building's Resident Manager (the "Resident Manager"); and
- vi. the cost of any increase in real estate taxes levied against the Corporation and/or the Building because of an increase in assessed valuation attributable to and by reason of the Alterations, including the modification of any tax abatement granted to the Building.

Any and all costs, fees and expenses incurred by you, the Corporation, its officers, directors, shareholders, tenants, agents, representatives and employees, as set forth above, shall be deemed to be additional rent chargeable to me under the terms of my proprietary lease (hereinafter the "Lease"). If I fail to pay or reimburse the Corporation for same, said nonpayment shall be deemed a default by me and in addition to any and all remedies the Corporation may have hereunder at law or in equity, the Corporation may pursue its remedies as are available to the Corporation based upon such a default.

3. Additional Covenants and Conditions

Before any contractor(s) or subcontractors(s) shall be permitted upon the premises of the Building for the purpose of undertaking the Alterations to the Apartment I shall:

(a) furnish the Corporation with 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) file the Plans with all proper municipal departments and obtain all governmental approvals, permits, and certificates that may be required. 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 10 days of my receiving same;

(c) furnish the Corporation with a conformed copy of each and every agreement made with my contractor(s) or subcontractor(s);

(d) have each of the contractor(s) and subcontractor(s) execute the Indemnity and Insurance Rider (the "Rider") annexed hereto as Rider III and the Rider shall be expressly incorporated by reference into and become a part of any and all agreement(s) made with my contractor(s);

(e) procure from my contractor and submit for the Corporation's approval, the contractor's written agreement waiving, to the extent legally permissible, 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 I am unable to obtain said waiver of liens, then I 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 the Corporation's discretion;

(f) furnish the Corporation with a copy of the Rider fully executed by any contractor(s) undertaking the Alterations to the Apartment;

(g) furnish the Corporation with all Certificates of Insurance called for pursuant to the terms of the Rider and copies of any policies, if requested;

(h) designate a responsible party;

#### 4. Required Permits, Certificates and Other Documents

(a) Prior to commencement of the Alterations, I shall deliver to the Managing Agent:

- (i) all applications and permits that may be required to be obtained by me, including a building permit and permits for all plumbing and electrical work including, but not limited to compliance with Local Law 76; and
- (ii) the names of the licensed architect engineer general contractor, and any subcontractors who will be engaged to execute the Alterations and conformed copies of each and every agreement made with such persons.

(b) If the Alterations require an amended Certificate of Occupancy for the Building, I will have an application in the form of an "Alteration" describing the proposed work on file with the New York City Buildings Department within 30 days of the Corporation's written approval of the plans and specifications. This "Alteration" application, if required, shall note that an amended Certificate of Occupancy will be sought. A copy of any such application shall be simultaneously submitted to the Managing Agent. I will file an application for an amended Certificate of Occupancy within 30 days after completion of the Alterations. I shall diligently pursue obtaining an amended Certificate of Occupancy and shall keep the Managing Agent informed of the status of this process on a regular basis. No appointments for final Building Department inspection to "signoff" on the Alterations shall be made prior to the Corporation or its designated representatives, agents or professionals conducting an inspection to confirm compliance with the approved Plans, and the Corporation will have reasonable time and shall be granted access in order to make such inspection.

(c) At the completion of the Alterations, I shall deliver to the Managing Agent an amended Certificate of Occupancy permitting residential use of the Apartment and a certificate of the Board of Fire Underwriters, if either shall be required, at the time of the actual construction or any time thereafter, even if I have sold or assigned the Apartment, together with such other proof as may be necessary to indicate all Alterations have been done in accordance with all applicable laws, ordinances, regulations and this Agreement. I will pay the cost of obtaining the amended Certificate of Occupancy.

(d) At the completion of the Alterations, I shall be solely responsible for any repair replacement and maintenance of the alteration and any additions to the Apartment (inside or outside of the walls, floors, and ceiling).

#### 5. Nature and Quality of Work

(a) All alterations and structural changes shall be performed in such a manner and at such time so as not to disturb other tenants or occupants of the Building. I will immediately discontinue any Alterations in progress upon receiving notice from

the Corporation or its representatives, agents or employees that the Alterations are at that time creating a disturbance to any other tenants or occupants of the Building. The use of power tools, such as jack hammers or electrical hammers, is strictly prohibited without the written consent, at its discretion, of the Managing Agent, which consent may be subject to specific conditions. If in fact any permitted power tools are used during the course of this alteration, the general contractor, contractor, and subcontractors shall insure that all workers that are to use them are trained in the proper use of the permitted power tool, and that they shall be used in a safe and approved manner, with all appropriate protection. All work performed shall be performed in a safe area not obstructed by debris or working materials.

(b) The proposed alterations, structural changes and materials used shall be of the quality and style in keeping with the general character of the Building as determined by the Corporation or its designated representatives, agents, professionals or employees, and the Alterations will be carried out by me, my representatives, agents, contractors and subcontractors in a proper, expeditious and workmanlike manner.

(c) All Alterations shall conform to rules and regulations of governmental authorities having jurisdiction thereof as well as the New York Board of Fire Underwriters.

(d) All Alterations shall be performed in compliance with rules and regulations as may be promulgated by the Corporation, and in compliance with directions given by the Corporation or its designated representatives, agents, professionals or employees. (Note: I will contact the Resident Manager, Mr. Fadil Selimi, at (212) 752-6285, to coordinate access to the Building for my contractor(s).)

(e) I acknowledge that the Corporation may require the use of cementitious material rather than sheetrock for certain wall installations, and I shall use same if so required.

(f) I shall take and shall cause my contractor(s) and subcontractor(s) to take all precautions to prevent dirt, dust and noise from the Alterations from permeating other parts of the Building during the progress of the Alterations. In connection with such precautions and without limitation thereof, I shall:

- i. place, or cause to be placed in barrels or bags, all materials and rubbish from the Alterations, before being taken out of the Apartment daily, which materials and rubbish must be taken out of the Building, at my sole cost and expense, in the service elevator, at times the Resident Manager shall permit;
- ii. control all dust from the debris of the alterations either by using green-dust or, if possible, by watering down the construction area as required;
- iii. install, or cause to be installed, a temporary dust- proof partition to prevent dust or debris from the Alterations from entering the stairwells, elevator shafts and hallways in the Building;

- iv. broom-clean, or cause to be broom-cleaned each night by the contractors or subcontractors after they have ceased their work, the areas of the Apartment in which the Alterations are then being performed, the areas adjacent thereto and any other affected area of the Building;
- v. not place or maintain any “street containers” or “dumpsters” for the storage of rubbish outside the Building or its environs without the prior written consent of the Managing Agent;
- vi. give at least seven days prior written notice to the residents of apartments that are above, below and adjacent to any side of my Apartment of the date on which the Alterations will be commenced in order that they will have a reasonable opportunity to secure any personal property in the adjacent premises from damage due to vibration or similar cause resulting from the work (although I shall be liable for any damage to property in adjacent premises whether or not secured); and
- vii. utilize only a designated elevator for the removal of debris and rubbish and only at such times as the Resident Manager or Managing Agent may direct. If there is a cost to operate the elevators for my use on an overtime basis, I shall reimburse the Corporation, its agents and representatives for any wages or related expenses incurred in connection therewith.

(g) I shall make all appropriate arrangements with the Managing Agent and the Resident Manager at least two weeks in advance if any of the Alterations will affect gas, ventilation, plumbing or heating lines when such alteration requires shutting or draining of common risers. I understand that there will be no operation changes made in the Building’s central heating, air conditioning or other equipment to facilitate the installation or function of any heating or air conditioning unit or other equipment I may wish to install.

#### 6. Access for Inspection and Additional Obligations

(a) I shall provide continual access to the Corporation and its designated representatives, agents, professionals and employees to observe the Alterations from time to time. If, in the Corporation’s discretion, it determines that any portion of the Alterations has been effected contrary to or not in conformity with the plans, the request of the Corporation or its designated representatives, agents, professionals, or employees or the terms and conditions of this Agreement (“Rejected Alteration”), such Rejected Alteration shall be corrected promptly at my sole cost and expense, whether or not such Rejected Alteration has been fabricated, installed or completed. I shall bear all costs of correcting such Rejected Alteration, including, but not limited to, compensation for the architect’s and engineer’s additional services made necessary thereby.

(b) If I fail to promptly correct such Rejected Alteration, I shall provide the Corporation or its designated representatives, agents, professionals, or employees with

unrestricted access to, and ingress and egress through, the Apartment or any portion thereof in order to make repairs, alterations, additions and improvements in and to the Building as may be deemed necessary or advisable by the Corporation, in its discretion. Any cost of such repair, alteration, addition or improvement shall be borne by me and paid to the Corporation on demand. If, in connection with any such repair, restoration, addition or improvement, any portion of the Apartment shall be damaged, the Corporation shall not be liable.

7. Efficient Performance

I shall assume all responsibility for the Alterations and agree that neither the Corporation nor any of its officers, directors, agents, representatives, professionals or employees will be responsible for failure of efficient performance of building services to the Apartment resulting from the Alterations. I 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 and other equipment installed, or altered, by me, during the balance of my lease term.

8. Quality and Style – Time of Alteration

The Alterations and materials used shall be of the quality and style in keeping with the general character of the Building. I agree to take all precautions to prevent, and I assume all risks of all loss or damage to the Corporation, the Building (including, but not limited to, its mechanical systems), and property of all other tenants and occupants of the Building which may arise out of, result from or be attributable to the Alterations. The Alterations shall be performed only between the hours of 9:00 a.m. and 4:00 p.m. and work which will produce unusual noise which might be disturbing to other tenants shall not be commenced before 10:00 a.m. but no work shall be performed on Saturday, Sundays or Holidays (See Rider IV). All rubbish, rubble, discarded equipment or other materials, empty packing cartons, etc. are to be promptly removed from the Building, at my sole cost and expense, in barrels or bags, in the service elevator, at such times and in such manner as the Resident Manager may direct. I shall ensure 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.

9. Indemnification

By executing this Agreement, and without in any way limiting my obligation to pay any fees and costs which I have agreed to pay elsewhere in this Agreement, I undertake to indemnify and hold harmless the Corporation, its officers, directors, shareholders, tenants, agents, representatives and employees, and any other occupant of 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, attorneys fees and disbursements) incurred by the Corporation, its officers, directors, shareholders, tenants, agents, representatives and employees and any other occupant of the Building in connection therewith. If requested, I shall procure a bond or agreement from an insurance company, acceptable to the Corporation, insuring performance by me of the provisions of this paragraph.

10. No Representations by Corporation

In granting the consent requested, it is understood that neither the Corporation nor its agents, professionals, representatives or employees make any representations as to the design feasibility or efficiency of the Alterations or whether I will be able to obtain the required permits and certificates. If the operation of the Building or any of its equipment is in any way adversely affected by reason of the Alterations, I agree at my sole cost and expense to promptly remove the cause thereof upon being advised thereof by the Corporation or its designated agent, representative or employee.

11. Suspension of Alterations

The Corporation or its designated agent, representative or employee may suspend all of the Alterations authorized hereby if I fail to comply with the terms and conditions of this Agreement, the Lease, or the House Rules.

12. Assignment or Sublease

In the event I should obtain the Corporation's approval to assign or sublet the Apartment to a new tenant or sublessee approved by the Corporation in its discretion, this agreement shall be binding upon my assignee or sublessee. It is expressly understood and agreed that my right to assign and/or sublet the Lease is governed by the terms and conditions of the Lease, the Corporation's organizational documents, by-laws and House Rules. In connection with any such assignment or sublease, I shall disclose the existence of this Agreement to the assignee or sublessee in advance of the assignment or sublease and shall indemnify the Corporation fully in the event of my failure to do so.

13. Commencement Of Alterations – Duration Of Alterations-Restrictions

(a) If permission to do the Alterations is granted, the Alterations will commence on or about \_\_\_\_\_ and will be finished no later than \_\_\_\_\_ (the "Finishing Date"). **The Alterations shall be completed within nine months.** All demolitions shall be completed no later than 30 (thirty) calendar days from the commencement of work on the apartment allowed hereunder ("Demolition Finishing Date"). I fully understand that, after the Finishing Date, the Corporation or its designated agent, representative or employee may refuse entry to any person who is going to do any type of construction or renovation, and that after the Demolition Finishing Date, the Corporation or its designated agent, representative or employee may refuse entry to any person who is going to do any demolition. I agree that such denials of entry will not be deemed unreasonable or capricious. Any failure to refuse entry for any period of time after the Demolition Finishing Date or the Finishing Date shall not be construed as a waiver of the right to do so or an approval or agreement to allow workmen to enter and continue any type of work, construction or renovation.

Further, without in any way limiting my obligations to indemnify and hold harmless set forth elsewhere in this Agreement, I agree to indemnify and hold the Corporation, its officers, directors, shareholders, tenants, agents, representatives and employees harmless from any and all claims due to a refusal of entry and stopping of work after the agreed upon Finishing Date or Demolition Finishing Date, including but not limited to claims from shareholder's contractors, suppliers or professionals.

(i) I understand and agree that I shall not begin the Alterations until I have received written authorization from the Corporation or the Managing Agent and have paid all fees, if any, required to be paid to the Corporation or the Managing Agent.

(ii) I further understand that I shall not install in my Apartment, without written permission, a so-called Jacuzzi or similar make tub, washing machine, steam shower or exercise treadmill (or similar exercise or spa equipment).

#### 14. Default

It is understood that any breach or default by me of any terms or conditions of this agreement shall be deemed to be a default by me under my proprietary lease for the Apartment. Accordingly, without limitation of the Corporation's other rights and remedies, the Corporation shall have such rights and remedies as are afforded to the Corporation by reason of my default under such proprietary lease or by-laws.

#### 15. Option Of Corporation To Accept Payment To Continue Alterations After Finishing Date

(a) If the Alterations shall not be completed on or before the Finishing Date or the demolition shall not be completed by the Demolition Finishing Date, the Corporation shall have the option, in its sole discretion, to permit work to continue, provided that, if the Corporation exercises such option, I agree to pay to the Corporation, in addition to any other amounts I am obligated to pay under this Agreement, the sum of \$500.00 per day.

(b) In the event of the occurrence of any event beyond my control including labor or other strikes, acts of God or weather conditions which, in the Corporation's opinion, make my continuation of the work dangerous or overly burdensome to the Corporation, its tenants, shareholders and/or occupants of the Building, then the Corporation or its designated agent, representative or employee shall so notify me and I shall immediately cease the work and the time period within which I must complete the work shall be appropriately extended.

#### 16. Deposit Assuring Performance of Alterations

As security for the faithful performance and observance by me of the terms, conditions and covenants of this agreement, I submit to the Corporation herewith a check payable to the

Corporation's direct order in the sum of \$ \_\_\_\_\_, **(which shall be \$10,000 or 10% of the proposed construction budget as reviewed and approved by the building's engineer, whichever is greater)**. If (i) I breach any of the provisions of this Agreement or (ii) I, or any person engaged by me to perform the Alterations, cause loss, cost or expense to the Corporation or the Corporation's property, or (iii) the Corporation incurs any expense or cost whatsoever in connection with the Alterations including, without limitation, any cost or expense as set forth in paragraph 2 above, or (iv) any monetary obligation to the Corporation set forth in this Agreement, the Corporation may, at its option, use, apply, or retain the whole or any part of my deposit to the extent required to compensate the Corporation therefore and, thereafter, such portion so applied shall be free from any claim by me for its return. Any amount so applied shall be immediately repaid to the Corporation by me, on demand, so that at all times the deposit the Corporation retains shall be in the amount of \$ \_\_\_\_\_. The Corporation shall have the same remedies for my failure to repay any such deficiency as those set forth in paragraph 2 above. If any of the costs or expenses or obligations for which I am responsible under this Agreement exceeds the amount of my deposit, I shall be fully liable therefore in addition to depositing with the Corporation such sums as are necessary to keep the amount of the deposit available to the Corporation at \$ \_\_\_\_\_. If I shall fully and faithfully comply with all of the terms and conditions of this Agreement, I understand that my deposit or remaining balance thereof shall be returned to me after completion of the Alterations, at such time as the Corporation is able to certify that the Corporation's property, including but not limited to the Building, is deemed by the Corporation not to have suffered any damage or diminution in value by reason of the Alterations.

17. Asbestos

If the Alterations involve the demolition, removal, relocation, or alteration of any walls, ceilings, floors, or electrical, plumbing, heating, ventilation, or air conditioning systems, I hereby agree to do the following at my sole cost and expense prior to the commencement of the Alterations:

(a) I will retain an asbestos investigator, selected from a list of approved investigators supplied by the Managing Agent, to either:

i. review the Building's construction and renovation records as well as any prior inspection reports to determine the existence and possible disturbance of any asbestos-containing material (ACM); or

ii. inspect the areas to be renovated to determine the existence and possible disturbance of any ACM.

(b) If the results of the review of investigation in subparagraph (a) above reveal the presence of ACM in friable condition, but said friable ACM is less than 10 square feet or 25 linear feet, I will present the Managing Agent proof of the investigator's filing of Form ACP5 (Not an Asbestos Project). If the results of the review or investigation reveal that more than 10 square feet or 25 linear feet of ACM is in a friable condition, I will present the Managing Agent proof of the investigator's filing of Form ACP7 (Asbestos Inspection Report).

(c) If, in the Corporation's sole judgment, based upon the results of the review or investigation in subparagraph (a) above, no abatement work is required, I will be entitled to commence the Alterations, subject to all of the terms, covenants and conditions of this Agreement.

(d) If, in the Corporation's sole judgment, the review or investigation in subparagraph (a) above reveals that ACM abatement work is required, I will proceed as follows:

i. Prior to the performance of any ACM abatement work, I will submit to the Managing Agent the names and qualifications (including any licenses, liability insurance policies and resume) of any asbestos consultants and contractors I intend to use for ACM abatement work, along with the names and qualifications (including licenses and insurance policies) of the contractor's haulers and the licenses of all asbestos supervisors and handlers who are to perform the ACM abatement work.

ii. Upon the receipt of the Corporation's or Managing Agent's approval of the consultants and contractors, I will retain such consultants and contractors to encapsulate, enclose, treat or otherwise abate, as appropriate, all friable ACM. Said abatement, as well as the removal, hauling and disposal of the ACM, shall be performed in strict conformance with all federal, state, and local laws, rules and regulations.

iii. In connection with such ACM abatement work, I will furnish the Managing Agent with copies of all reports and tests that are required by applicable laws, rules and regulations, and with a copy of the final report that is to be provided by my ACM consultant.

iv. In connection with ACM removal and disposal, I will cause the ACM hauler to furnish the Managing Agent with lists of all dump locations to be used, and a certification that the dump sites are EPA approved, and thereafter furnish to the Managing Agent all dump tickets and disposal manifests.

I shall strictly comply in a timely fashion with all federal, state and local laws, rules and regulations pertaining to asbestos control, as the same have been or may hereafter be promulgated, supplemented or amended from time to time prior to and during the Alterations. Moreover, without in any way limiting my obligations to indemnify and hold harmless set forth elsewhere in this Agreement, I agree to indemnify and hold the Corporation, its officers, directors, shareholders, tenants, agents, representatives and employees harmless from and against any and all damages, losses, claims, liabilities, fines, penalties, costs and expenses (including, without limitation, attorneys' fees and disbursements) arising out of or in connection with (a) any failure by me or any consultant or contractor retained by me to fully conform to all of the foregoing or (b) any suit, action, claim or violation in connection with the ACM abatement work.

18. Lead

(a) If the Work disturbs or exposes any lead based paint or if the possibility of disturbing or exposing lead based paint exists, I shall, at my expense, take all necessary steps to remove, to treat or otherwise abate such lead based paint condition, including but not limited to obtaining a person who is qualified (to your reasonable satisfaction) to render an opinion on lead based paint to prepare a report. The lead paint report shall include recommendations for handling the lead based paint. Upon your approval of such recommendations, I shall have a deleader-contractor who is acceptable to you and, if a certification program then exists, who is also certified, implement the recommendations and I shall bear all costs relating thereto. I shall comply with all Federal, State and Local laws, rules and regulations pertaining to lead based paint control, as the same have been or may be promulgated, supplemented or amended from time to time prior to and during the Work, including those requirements that relate to required notification of other residents of the Building.

(b) Without limiting the foregoing, I shall cause my contractors and/or workers to use safe work practices during the Work and take precautions to prevent the spread of dust and debris that may contain lead. Such practices shall include (1) limiting access to the work area to only workers, (2) covering the work area with six mil polyethylene plastic or equivalent, (3) protecting the workers, (4) protecting my belongings by covering or removing them from the work area, (5) wetting the painted surfaces before disturbing the paint and (6) wetting the debris before sweeping. My contractors and/or workers may not use unsafe paint removal practices, including (1) open flame burning, (2) power sanding or sandblasting (unless a special vacuum attachment is used to contain dust), and (3) dry scraping more than a de minimis surface area (de minimis means an area less than one square foot per room).

(c) No more than sixty (60) days prior to beginning renovation activities in the Apartment, my contractor shall provide me 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 anyone other than me, the contractor shall provide the occupant with the Pamphlet. The contractor shall be responsible for obtaining my and/or the occupant's written acknowledgement of receipt of the Pamphlet or a certificate of mailing evidencing same. I hereby acknowledge that you have no liability or obligation in connection with this notification requirement of the EPA.

(d) I shall cause my contractors and/or workers to perform specialized cleaning of the work area using methods designed to safely remove dust and debris that may contain lead. I shall receive assurances acceptable to you from my contractors and/or workers that they have knowledge of lead-based paint hazards and they will perform the Work and clean up the Work in a manner that will avoid creating lead-based paint hazards.

(e) I agree to indemnify you for any damages arising from any failure to fully conform to all of the foregoing.

19. Captions

The captions to paragraphs and subparagraphs of this Agreement have been inserted solely for convenience and reference and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

20. No Oral Modification

I acknowledge and understand that this agreement may not be changed orally.

21. Other Instruments

It is expressly understood and agreed that this Agreement shall become part of the Lease. Other than as set forth in the preceding sentence, nothing herein shall be construed to amend, modify or vary the terms of the Lease, the Corporation's organizational documents, by-laws and House Rules or to waive any of the Corporation's rights thereunder.

22. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

Subject to the foregoing conditions, this consent shall become effective upon my signing and returning to the Managing Agent three (3) copies of this letter accepting the terms and conditions of this Agreement.

Very truly yours,

By: \_\_\_\_\_  
Shareholder

By: \_\_\_\_\_  
Shareholder

Approved:

150 EAST TENANTS CORP.

By: \_\_\_\_\_

Title: \_\_\_\_\_

***150 EAST TENANTS CORP.***

***ALTERATION AGREEMENT***

***RIDER I***

- 1. Be so advised that if your alteration requires the turn off of any service, whether it be water, electricity or gas, one week's notice must be given to the Corporation so that appropriate arrangements and notifications can be made to all the residents.*

Acknowledged:

\_\_\_\_\_  
Shareholder

\_\_\_\_\_  
Shareholder

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Contractor

# ***150 EAST TENANTS CORP.***

## ***ALTERATION AGREEMENT***

### ***RIDER II***

*Additional criteria for combining apartments must include, but will not be limited to:*

- 1. Posting of \$\_\_\_\_\_ alteration deposit which will be returned upon completion of work in compliance with the following requirements in a timely manner. Funds will be used to cover cost of damages and/or completion of job filings by the Boards if Shareholder(s) fails to perform.*
- 2. Compliance with New York City Department of Buildings "Technical Policy and Procedure Notice #3/97". (Attached)*
- 3. Those applications which fall outside the guidelines in Notice #3 will require a detailed review by the Board of Directors relative to applying for an amended Certificate of Occupancy in keeping with previously combined units. Provisions will be added based upon specifics of the work.*
- 4. Submission of plans prepared by a professional engineer or registered architect, to be approved by the Corporation's engineer before presentation to the Board for review and decision.*
- 5. Filing an Alteration Type II with the Department of Buildings and obtaining the necessary work permits.*
- 6. Obtaining sign-off of completed work.*
- 7. Obtaining a letter of completion from the Borough Office with submission to the managing agent.*

Acknowledged:

\_\_\_\_\_  
Shareholder

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Shareholder

\_\_\_\_\_  
Contractor

# ***150 EAST TENANTS CORP.***

## ***ALTERATION AGREEMENT***

### ***RIDER III***

#### ***INDEMNITY AND INSURANCE***

The following provisions are hereby expressly incorporated by reference into and hereby form a part of the agreement between \_\_\_\_\_ (Shareholder) and 150 EAST TENANTS CORP., dated \_\_\_\_\_ (the "Agreement").

##### **A. INDEMNITY**

To the fullest extent permitted by law, \_\_\_\_\_ (the "Contractor") agrees to indemnify, defend and hold harmless 150 EAST TENANTS CORP. (the "Corporation") and the additional parties listed at the end of this paragraph as additional indemnitee, if any, their officers, directors, agents, employees, partners, shareholders and tenants (hereinafter collectively "Indemnitee") from any and all claims, suits, damages, liabilities, professional fees, including attorneys' fees, costs, court costs, expenses and disbursements related to death, personal injuries or property damage (including loss of use thereof) asserted against, incurred by, or assumed by any of the Indemnitees arising out of or in connection with or as a consequence of the performance of the work of the Contractor under the Agreement, as well as any additional work, extra work or add-on work, whether caused in whole or in part by the Contractor or any person or entity employed, either directly or indirectly, by the Contractor including any subcontractors thereof and their employees. The parties expressly agree that this indemnification agreement contemplates 1) full indemnity in the event of liability imposed against the Indemnitee without negligence on the part of the Indemnitee and solely by reason of statute, operation of law or otherwise; and 2) partial indemnity in the event of any actual negligence on the part of the Indemnitee, or any one of them, either causing or contributing to the underlying claim in which case, indemnification for the negligent Indemnitee will be limited to any liability imposed over and above that percentage attributable to actual fault of the Indemnitee, whether by statute, by operation of law, or otherwise. Where partial indemnity is provided under this agreement, costs, professional fees, attorneys' fees, expenses, disbursements, etc. shall be indemnified on a pro rata basis.

The Contractor will purchase and maintain such insurance as will protect it from any costs and expenses relating to the foregoing, including without limitation, contractual coverage including the foregoing indemnity, and shall provide Shareholder(s) with a policy or policies evidencing same. Such indemnification shall operate whether or not Contractor has placed and maintained the insurance specified in this indemnification clause.

ADDITIONAL INDEMNITEE:

J. & C. LAMB MANAGEMENT CORP.  
(Managing Agent)

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Shareholder

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Shareholder

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Contractor

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Contractor

## B. INSURANCE TO BE PROVIDED BY CONTRACTOR/VENDOR

The Contractor shall, through agents and in amounts and by companies to be approved by the Shareholder(s), obtain, maintain in force during the period covered by the work and pay for such insurance as required herein. If the Contractor shall fail to deliver certificates for its insurance or the insurance of its subcontractors in customary form and evidence that premiums therefore have been paid to the Shareholder(s) within forty-eight (48) hours after demand, the Shareholder(s) may obtain such insurance for the Contractor and pay the premiums thereon, and the Contractor shall repay the Shareholder(s), on demand, any sum or sums paid therefore, together with interest thereon, from any money due or to become due to the Contractor. As provided below, every policy of insurance required hereunder shall name the Indemnitee identified in paragraph "A" hereinabove as additional insured and shall provide for giving the Shareholder(s) thirty (30) days prior written notice of the cancellation thereof. Such insurance shall be primary, and non-contributing.

Any policy of insurance covering the Contractor's own tools, plant and facilities against loss by physical damage shall include an endorsement providing that the underwriters waive their rights of subrogation against the Indemnitee.

Contractor and/or any subcontractor thereof shall provide insurance as follows:

1. Workers' Compensation and Employer's Liability Insurance that includes the following:
  - (a) Statutory Workers' Compensation (including occupational disease) with limits in accordance with the laws of the State with jurisdiction.
  - (b) Employer's Liability Insurance with limits in accordance with the laws of the State with jurisdiction but in no event less than \$5,000,000.
  - (c) Waiver of Subrogation which provides that in no event shall the insurer have any right of recovery against the Indemnitee and/or their insurers.
2. Comprehensive General Liability ("CGL") Insurance with a combined single limit for Bodily Injury, Personal Injury and Property Damage of at least \$5,000,000 per occurrence and in the aggregate per location, including but not limited to Comprehensive Form, Premises-Operations, Operations Hazard, Board Form Property Damage, Independent Contractors, Personal Injury (employees exclusion deleted) C.C.C. Coverage, and Blanket Additional Insured Endorsement. The limit may be provided through a combination of primary and umbrella/excess liability policies but only to the extent the umbrella/excess liability policy is specifically endorsed to respond as first tier excess over and above the underlying primary policy without regard to any other primary or excess coverage available to the Indemnitee.

Coverage shall provide and encompass at least the following:

- (a) Blanket written contractual liability covering all Indemnity Agreements, including the Indemnity Agreement set forth above in paragraph A above.
- (b) Products Liability and completed Operations, with the provision that coverage shall extend for a period of at least 12 months from completion of the Contractor's and/or subcontractor's work.
- (c) CGL coverage written on an occurrence form.
- (d) Specific endorsement naming the Indemnitee as Additional Insured. This endorsement shall provide for coverage to the Additional Insureds for any claims(s) arising out of the Contractor's and/ or subcontractor's work and shall not be limited or restricted as concerns the Additional Insureds' own negligence.
- (e) Waiver of Subrogation.
- (f) Specific endorsement that the policy is to be primary as respects the coverage afforded the Additional Insureds for any claim arising out of the Contractor's and/or subcontractor's work.
- (g) Specific endorsement that defense costs are not to be considered as damages so as to erode the policy limits required under paragraph 2 above.

3. The insurance procurement obligations set forth in paragraphs 1, 2, 3 and 4 above shall each be independent and mutually exclusive. In no event shall the procurement of insurance under paragraph 2 in any way effect, diminish or satisfy the obligation to procure the insurance required under paragraphs 3 and/or 4. In no event shall the procurement of insurance under paragraph 3 in any way affect, diminish or satisfy the obligation to procure the insurance required under paragraphs 2 and/or 4. In no event shall the procurement of insurance under paragraph 4 in any way affect, diminish or satisfy the obligation to procure the insurance required under paragraphs 2 and/or 3.

4. It is the stated intention of the parties to have the policies required under paragraphs 2, 3 and 4 above each specifically endorsed to be primary as respects the Indemnitee leaving issues of concurrency and co-insurance to the respective insurers.

5. Upon the request of the Shareholder(s), the Contractor shall add additional insureds at no expense to the Shareholder(s).

6. Certificates of Insurance identifying the project must be submitted, approved and available to the Shareholder(s) prior to the commencement of work. These Certificates must

include as riders all of the specific endorsements required under paragraphs 2, 3 and 4 above. Additionally, the Certificates must provide for 30 days written notice prior to cancellation, non-renewal or material modification in any policy to the Managing Agent at:

J & C LAMB MANAGEMENT CORP.  
4 Park Avenue  
New York, New York 10016

7. Within ten (10) days prior to the expiration of any insurance provided by the Contractor hereunder, like insurance certificates shall be delivered to the Shareholder(s), evidencing the renewal of such together with proof satisfactory to the Shareholder(s) and Managing Agent that the premium therefore has been paid.

8. Contractor further agrees to assist in every manner possible in reporting and investigating of any accident and, upon request, cooperate with the insurance carrier in the handling of any claim by securing and giving evidence and obtaining the attendance of witnesses as required for any claim or suit.

Understood, Acknowledged and Agreed

By: \_\_\_\_\_  
Contractor

Name: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

***150 EAST TENANTS CORP.***  
***ALTERATION AGREEMENT***

***RIDER IV***

1. No construction or cosmetic work may be performed on the following holidays:

- New Year's Eve Close 2:00 p.m.
- New Year's Day
- Martin Luther King
- Lincoln's Birthday
- President's Day
- Washington's Birthday
- Passover
- Good Friday
- Memorial Day
- Fourth of July
- Labor Day
- Rosh Hashanah
- Yom Kippur
- Columbus Day
- Day before Thanksgiving Close 2:00 p.m.
- Thanksgiving Day
- Hanukkah
- Christmas Eve
- Christmas Day

Understood, Acknowledged and Agreed

By: \_\_\_\_\_  
Contractor

Name: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

# ***150 EAST TENANTS CORP.***

## ***ALTERATION AGREEMENT***

### ***RIDER V***

#### ***Appliances/Utilities/Service Entrances***

1. Electricity Supply – If required, new electrical service to the apartment shall not exceed 100 amps. Apartments requiring new electrical service to be run in the common electrical troughs of the building will be subject to a surcharge as set by the Board of Directors.
2. Appliances - There shall be no electric ovens, electric convection ovens, electric cook tops, or electric ranges installed in the apartment. All such appliances must be equipped to use natural gas as their main source of cooking fuel.
3. There shall be no modification or removal of the service door entrance to the apartment whatsoever.
4. Air Conditioning Units – It is required that all original units and related connections and piping to the unit be replaced with new building standard units and related connections and piping.
5. Washers and Dryers - If your unit currently has a W/D with washer/ventless dryer hookup and the plumbing and electrical connections are within the accepted NYC code, then your washer/dryer is “grand fathered” and you can replace the machines when needed. However please note that no new washers and or dryers will be allowed to be installed.

Understood, Acknowledged and Agreed:

Understood, Acknowledged and Agreed;

\_\_\_\_\_  
Shareholder

By: \_\_\_\_\_  
Contractor

\_\_\_\_\_  
Shareholder

Name: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

# ***150 EAST TENANTS CORP.***

## ***ALTERATION AGREEMENT***

### ***RIDER VI***

- 1) ARCHITECT'S APPROVAL: Upon receipt of architectural plans, the building's architect should meet with the shareholder's architect/contractor to physically survey the apartment.
- 2) DEPOSIT: A 10% deposit on a major alteration agreement, to be based on the contractor's written cost of the work, but no less than \$10,000.
- 3) A large alteration or a combination of two units may require up to a nine month period of construction. Other alterations will be based on the scope of work. The length of time to complete the work will be considered on a project by project basis by management and an out outside architect.
- 4) PENALTIES:  
1<sup>st</sup> deviation from plans; \$2500 + mandatory 2 week shutdown  
2<sup>nd</sup> deviation from plans; \$5000 + mandatory 2 week shutdown  
3<sup>rd</sup> deviation from plans; \$10,000 + mandatory 2 week shutdown

The penalties MAY NOT be paid from the original deposit, but separately prior to the project resuming.

- 5) The Board and building manager will determine and can restrict the number of alterations at a given time to avoid a strain on employees, mechanical systems and shareholders.
- 6) Shutdowns are part and parcel of the time schedule, not subtracted or negotiated.
- 7) Contractors must give the building manager a 48 hour prior delivery notice, so that staff can reschedule the use of the service elevator.
- 8) All demolition and daily garbage to be black bagged and removed from the building each day.

Acknowledged:

\_\_\_\_\_  
Shareholder

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Shareholder

\_\_\_\_\_  
Contractor