

ALTERATION AGREEMENT

Date:

TO: Shore View Corporation

Dear Board Members:

Pursuant to paragraph 21 (A) of my Proprietary Lease, I hereby request your consent for the installation of equipment and alterations described in the annexed documents including without limitation, _
dated
(hereinafter collectively referred to as the "Work") in apartment (the "Apartment") at
9411 Shore Road, Brooklyn, NY (the "Building").

If such permission be granted:

1. I agree, before any work is begun:

- (a) That the work will be performed by licensed contractors and subcontractors only.
- (b) To provide you with a complete and conformed copy of every agreement made with contractors, subcontractors and suppliers.
- (c) If required by law or Governmental regulations, at my sole cost and expense, to file plans with and procure the approval of all Governmental departments and agencies having jurisdiction over the work and, not more than ten days after receipt of such approval, to deliver to you an exact copy of all approved plans and of every permit or certificate issued. If there is any doubt as to the need for such approval, Shore View Corporation's (the "Corporation") architect shall be the sole arbiter in resolving the doubt. The fees of the Corporation's architect shall be paid by me, whether in connection with this paragraph or any other provision of this agreement. On all applications to be submitted to the Department of Buildings or other governmental authority, where such applications require that the building owner's name be used, I shall list Shore View Corporation, not myself, as owner.
- (d) To procure from my contractor, or contractors:
 - (i) Comprehensive general liability and property damage insurance policies, each in the amount of \$2,000,000.00 combined single limit, which policies name you, your managing agent and myself, as parties insured. Such policies shall be written on an occurrence basis. Such policies shall provide that they may not be terminated or modified until at least ten days after written notice to you; and
 - (ii) Workmen's compensation and employer's liability insurance policies, covering all employees of the contractor, contractors or subcontractors. All such policies, or certificates evidencing their issuance, shall be delivered to you.
- (e) To deliver a check in the amount of \$1000 (or such other sum as the Corporation shall determine based upon the Work to be performed), payable to you, as security for the faithful performance by me of the terms and conditions of this Agreement. Such security shall not bear interest and may be commingled with the Corporation's other monies and shall hereinafter be referred to as the Deposit. In the event of my breach of the provisions of this Agreement, or if I or persons engaged by me cause damage, loss or expense to the Building, your shareholders or persons or property in the Building,

you may retain the whole or any part of the Deposit to the extent required to compensate yourself and others for my breach of the provisions of this Agreement. I understand and agree that if my obligations exceed the amount of the Deposit, I shall be liable for any excess therefor and shall promptly replenish the Deposit to the original amount upon demand. If I comply with all of the terms and conditions of this Agreement, the Deposit, or remaining balance thereof, shall be promptly returned to me after completion and inspection of the Work. Without being construed as an exclusive example of a breach of this Agreement entitling you to retain the whole or part of the Deposit, my failure to complete the Work within the time specified herein, shall constitute a breach of my obligations hereunder and shall entitle you to retain the sum of \$750 as liquidated damages and not as a penalty to compensate you for my failure to complete the Work timely. Such liquidated damages shall be in addition to any other damages, rights and remedies you may be entitled to pursuant to this Agreement, law, my Proprietary Lease, or otherwise for other breaches of this Agreement.

(f) To deliver to your architect (i) complete, developed construction plans which include, inter alia, precise demolition dimensions and (ii) a schedule of the Work with intermediate completion dates.

The Work is not to commence until you and your architect approve the documents described in this subparagraph (f); and

(g) To cause my demolition and general contractors to attend one or more pre-construction meetings with your managing agent and architect.

2. You may, at your sole option, hire any engineer, architect, attorney, existing or additional Building personnel prior to the commencement of, during, or subsequent to the completion of the Work, to render any advice or perform any service as you shall deem, in your sole discretion, necessary or desirable in regard to the Work. I agree to reimburse you, upon demand, for any and all costs of such advice or service. I acknowledge that you have advised me that I will be responsible for payment of any and all such costs including without limitation those incurred in connection with the preparation of this Agreement and consultation with any of the foregoing persons prior to execution hereof in connection with my alteration application and the proposed Work.

3. It is understood that:

(a) I assume all risk of damage to the Building, its equipment and systems, and to persons and property in the Building which may result from or be attributable to the Work being performed hereunder. This responsibility covers all work, of any kind, including waterproofing of every part of the Building directly or indirectly affected by the Work, and maintenance and repair of all apartment equipment and systems installed or altered by me pursuant hereto. The foregoing obligations shall also include all portions of the Apartment, equipment and/or systems which but for the alterations performed by me would otherwise be the responsibility of the Corporation to maintain and repair.

(b) The Work is to be done in such a manner so as not to disturb the Building, its operations or equipment. I shall provide to you and/or your managing agent a schedule of all deliveries to be made to the Building. If the Building, its operations or equipment is adversely affected by the work, I shall, when so advised, and at my sole cost and expense, promptly remove the cause of such problem. If, in your opinion, the work unduly interferes with the rights of shareholders or residents you may restrict the continuation of the Work so as to ensure the quiet enjoyment of units by shareholders or residents.

(c) I recognize that there will be no change in the operation of the Building's heating, plumbing or electrical systems (or air-conditioning system, if any) to facilitate the functioning of any heating, air-conditioning, plumbing or electrical equipment I may be installing.

(d) The alterations and materials used shall be of the quality and style in keeping with the general character of the Building. All Work is to be performed in a good and workmanlike manner and shall conform to the accepted plans, applicable laws, and rules and regulations of governmental authorities having jurisdiction thereof as well as the New York Board of Fire Underwriters.

(e) I undertake to indemnify you, your Board of Directors (the "Board"), your managing agent, shareholders, employees, residents of the Building, engineers, architects, and attorneys retained by you against any and all loss, damage, claim for damage or liability to persons or property suffered as a result of the Work performed hereunder, including, without limitation, any loss, damage or liability suffered by you as a result of any claim by any Governmental agency or department having jurisdiction over the Work arising at any time from or in connection with the Work, whether or not caused by negligence, and to reimburse you and/or your managing agent for any expenses (including, without limitation, the reasonable fees and disbursements of attorneys and other professionals) incurred as a result of such Work. My indemnification obligations hereunder shall include the reasonable fees and disbursements of attorneys and other professionals incurred by you and the other indemnitees in enforcing my indemnification obligations.

(f) If requested, I shall procure a bond or an agreement from an insurance, or other, company reasonably acceptable to you, ensuring payment and performance by me of the provisions of this Agreement if such bond or agreement is obtainable from an insurance, or other, company licensed to do business in New York.

(g) If, after making any alterations or installing any equipment referred to herein, I shall:

(i) seek to exercise my right to cancel my Proprietary Lease pursuant thereto, I will, on your demand, but at my expense, restore the premises and equipment to their condition prior hereto, agreeing that compliance with this Agreement shall be a condition precedent to the cancellation of my lease, (however, I shall not be required to re-install kitchen cabinets and fixtures and/or bathroom cabinets and fixtures which were removed in the course of the Work and replaced with new cabinets and fixtures.)

(ii) seek to transfer the corporate shares allocated to the apartment and the Proprietary Lease appurtenant thereto, I will, if requested by you, either restore the premises and equipment to their condition prior hereto or provide you with an agreement by my transferee to assume all of my obligations hereunder, including my continuing obligations and understanding expressed in subparagraphs (a) through (g) of this paragraph 3.(h) Prior to commencement of the Work, I agree to provide you with written notification of the identity of an English-speaking individual to act as foreman for the Work and who will act as liaison with the Corporation's management and staff in connection with the Work.

(i) Prior to commencement of the Work, I, and my contractors, will acknowledge in writing our agreement to abide by all applicable provisions of the Corporation's House Rules and the Alterations Approval Requirements Summary, a copy of each of which is annexed hereto.

(j) Except in the case of a real emergency, I will schedule shutdowns of the building's water and/or gas system with the Corporation's management prior to effecting such shutdown and will provide not less than 48 hours prior notice of such shutdown to those residents to be affected. No shutdown may exceed three (3) hours in duration at any given time. Except in the case of a real emergency, no interruptions of heat and/or electricity to other apartments or common areas shall be permitted.

4. The Work is to be performed only between the hours of 9:00 A.M. and 5:00 P.M., Monday through Fridays only, excluding holidays. I shall pay the superintendent's salary on those days where the Work requires the involvement of the Corporation's superintendent (such as shutdown of plumbing lines) and

which are not regular work days for the superintendent. Currently, the superintendent's day off is Friday. In the event the Work does not commence within sixty (60) days following delivery of the Corporation's written approval, such approval shall be deemed withdrawn and I shall be obligated to reapply for permission to perform the Work. Work which shall produce unusual noise which might be disturbing to the Building's residents, including, but not limited to demolition work, shall not be commenced before 10:00 A.M.

5. All Work (including, without limitation, all demolition and all construction of new interior walls and partitions, alterations to bathrooms and kitchen including cabinet and fixture installation and installation of built-

ins and painting, as applicable) shall be completed on or before () days following commencement. IF IN THE OPINION OF THE CORPORATION'S ARCHITECT ALL WORK IS NOT COMPLETED ON OR BEFORE SUCH () DAY PERIOD, I SHALL CEASE ALL WORK UPON NOTICE FROM THE CORPORATION. IN THE EVENT I FAIL TO CEASE ALL WORK UPON NOTICE, I SHALL PAY TO THE CORPORATION, AS ADDITIONAL RENT, THE SUM OF \$250 FOR EACH DAY OR PART THEREOF THAT I CONTINUE TO PERFORM WORK AFTER SUCH NOTICE TO CEASE, AS COMPENSATION FOR SUCH FAILURE TO CEASE WORK AND NOT AS A PENALTY, IN ADDITION TO ANY OTHER RIGHTS AND REMEDIES WHICH THE CORPORATION MAY HAVE INCLUDING, WITHOUT LIMITATION, THE FORFEITURE OF THE DEPOSIT SET FORTH IN PARAGRAPH 1 HEREOF. ALL DEMOLITION SHALL BE COMPLETED WITHIN () CONSECUTIVE BUSINESS DAYS. IN THE EVENT I DESIRE AN EXTENSION OF TIME IN WHICH TO COMPLETE THE WORK I SHALL APPLY FOR SUCH EXTENSION IN WRITING TO THE CORPORATION PRIOR TO CONTINUING THE WORK. THE CORPORATION SHALL NOT BE OBLIGATED TO APPROVE SUCH EXTENSION, HOWEVER, IN THE EVENT SUCH REQUEST IS APPROVED, SUCH APPROVAL MAY BE GRANTED ON SUCH CONDITIONS AS THE CORPORATION DEEMS APPROPRIATE, INCLUDING, WITHOUT LIMITATION, AN EXTENSION FEE.

I shall notify the residents of the apartments adjacent, above and below mine, if applicable, at least ten (10) days prior to commencement of any work. Said notification shall be in writing, with a copy to your managing agent. I agree, prior to commencing the Work, to arrange at the foregoing residents' convenience to make a photographic or videotape record documenting the condition of the interiors of such residents' apartments and to supply copies of such records to you. In addition, I agree, if requested by one or more of such residents, to pay for the cost of packing, removal, storage, unpacking and/or re-installation of those personal possessions of such residents which such residents deem in their sole discretion to be at risk of damage from the Work. The foregoing services shall be performed by companies selected or approved by such residents.

6. All precautions will be taken to prevent dirt and dust from permeating other parts of the Building and to insure that other portions of the Building, its equipment and systems and the property of all shareholders or residents are not damaged. The full cost of any necessary cleanup or repairs shall be my responsibility. I understand and agree that all openings of any sort, including, but not limited to doors, windows and exhaust grilles must be thoroughly sealed to prevent dust and dirt from permeating the public hallways or other apartments. In addition, I agree that all portions of the public areas from the entrance to the Building to the elevator and from the elevator to my apartment must be at all times adequately protected from the movement of materials and equipment or the removal of materials, equipment or debris. I agree that should any damage be caused to such areas or should such areas be required to be cleaned, I shall do so promptly, at my sole cost and expense. Materials and rubbish will be placed in barrels or bags before being taken out of the apartment. All such barrels or bags, discarded equipment, empty packing cartons and other debris will be promptly taken out of the Building daily and removed from the premises at my expense. I understand that dumpsters are permitted outside the building only for so long as is necessary to empty them. No storage of empty dumpsters outside the building shall be permitted. I recognize that the elevator may be used for such removal only at such times as the Superintendent of the Building may direct. If the convenience of residents requires that the elevators be operated on an "overtime" basis, I shall reimburse you for any wages or related expenses incurred in connection

therewith.

7. I will bear the entire cost of alterations and installations and pay all bills incurred in connection therewith, not later than thirty days after completion of the Work. I shall indemnify and hold you harmless from any mechanic's or other material lien in connection with the Work. If any mechanic's lien is filed for work claimed to have been done or materials alleged to have been supplied, I shall cause such lien to be discharged within ten days after notice of such filing.

8. I agree to provide access to your architects and engineers as well as your managing agent or its representatives to observe the Work from time to time without prior notice during working hours including without limitation:

(a) Prior to inspections, testing or approvals as required by any public authority having jurisdiction over any portion of the Work;

(b) Prior to the enclosure or obstruction of any concealed or inaccessible portions of the Work;
and

(c) At any time when you deem it appropriate to inspect the progress of the Work.

9. I shall promptly correct all portions of the Work rejected by you, your architect, engineer or managing agent as defective or as failing to conform to this Agreement whether or not fabricated, enclosed, installed or completed. I shall bear all costs of correcting such rejected Work, including, but not limited to, compensation for your architect's and engineer's additional services made necessary thereby.

10. At the completion of the Work, if applicable, I will deliver to you an amended Certificate of Occupancy and a certificate of the Board of Fire Underwriters and such other proof as may be required or necessary to indicate all Work has been performed in accordance with all applicable laws, ordinances and Government regulations.

11. Notwithstanding anything to the contrary contained herein, during the course of the Work, you, on demand, shall be given access to the Apartment for the purpose of inspecting and/or repairing and/or replacing exposed plumbing risers. Such repair and/or replacement shall be at your expense unless the necessity for such repair and/or replacement is the result of my negligent acts or omissions or of my contractors or agents. I agree to replace all branch plumbing lines, at my sole cost and expense and in accordance with specifications acceptable to you, which you or your representatives determine to be necessary as a result of the Work. I understand and agree that under no circumstances will I be permitted to move or relocate gas and/or plumbing lines.

12. I recognize that by granting consent to the Work, you do not profess to express any opinion as to the design, feasibility, cost or efficiency of the Work or whether I will be able to obtain the required permits, approvals and certificates. Without limiting the generality of the foregoing, I further recognize that by granting consent to the Work you, your Board of Directors, employees, agents, architects or engineers make no representation and are in no way responsible to me regarding the location of any of the plumbing, electrical or other mechanical systems or utilities or the existence of any unforeseen, hidden or dangerous conditions discovered during the performance of the Work or for any increased cost to me, arising as a result of such discovery. It is understood and agreed that upon the discovery of any such system or utility or unforeseen, hidden or dangerous condition (including without limitation, the presence of asbestos containing material) I will immediately cease any of the Work affected thereby, notify your managing agent and will not recommence any such Work without your written approval. I fully understand that you will bear no responsibility, financial or otherwise, arising from the withholding by you or your managing agent of such approval or the granting of such approval upon any reasonable conditions. The determination of what constitutes "unforeseen", "hidden" or

"dangerous" conditions shall be made by your Board of Directors in its sole discretion.

13. Within five (5) business days of the completion of the Work, I shall provide to you, a written representation from my architect or engineer that, to the best of his/her knowledge, information and belief, the Work has been performed in accordance with all documents submitted to, accepted and approved by your Board of Directors.

14. My failure to comply with any of the provisions hereof shall be deemed a breach of the provisions of the Proprietary Lease, pursuant to which your consent has been granted, and, in addition to all other rights, you may immediately revoke my permission to undertake the Work and/or suspend all work and prevent workmen from entering the Apartment for any purpose other than to remove their tools or equipment. I understand that the Work being performed hereunder may void certain guarantees and warranties which currently exist which have been made to me.

15. The terms "I", "me" and "my" shall be read as "we", "us" and "our" if more than one (1) tenant shall execute this Agreement, in which case the obligations hereunder shall be deemed joint and several.

17. Intentionally Omitted.

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

I agree with the foregoing conditions, and so signify by signing all copies in the space provided below and returning them to the office of the managing agent. If permission is granted, you or your agent will sign and return one copy to me for my records.

Annexed hereto is a rider of pages containing "Work" documents which is made a part of this Agreement.

Very truly yours,

, Shareholder

, Shareholder

PERMISSION GRANTED: Shore View Corporation, Owner By: **SHORE
VIEW CORPORATION**

Alteration Approval Requirements Summary

The intent of this summary is to highlight certain requirements to expedite the approval process. All requirements as detailed in this listing of Alteration Approval Requirements are mandatory and must be met prior to the start of the alteration project. This summary is not intended to cover every alteration requirement. Please refer to the Corporation's form of alteration agreement for more details.

Approval will be evidenced by countersignature by Shore View Corporation (the "Corporation") of its form of alteration agreement which the shareholder must sign and submit with his alteration documents. Until the shareholder receives the countersigned alteration agreement he should not assume his application has been

approved even if he is told by the Corporation's managing agent, superintendent or any other person that it has been approved.

Item I ... Shareholder submission of intent

Shareholder shall submit two executed originals of the Corporation's form of alteration agreement along with a letter of intent for an alteration to the shareholder's apartment(s) to the Corporation. The letter shall describe in layman's language the general work scope proposed for the alteration. The submission of preliminary sketches and drawings may be submitted with the letter of intent for clarification of the proposed work scope. The Corporation may, after review of the letter of intent, deny the shareholder's request or require changes to the proposed work scope.

Please refer to Item 5... Restrictions to Alterations when formulating your letter of intent.

Submission of a letter of intent does not in itself permit the shareholder to go forth with any part of the alteration project.

Item II...Requirements for Board Review and Approval

Following the acceptance by the Corporation of the letter of intent for the project, the following items are required to be submitted for review and acceptance by the Corporation and its architect:

- Two (2) complete sets of Signed and Sealed Architectural / Engineering Drawings and Specifications.
- Department of Buildings Applications.
- Asbestos Evaluation Form.
- Signed and Sealed Architect, Engineer or Master Electrician's Electric Load Letter.

The above items must be submitted directly to the Corporation's managing agent for subsequent submission to the Corporation and its architect. The Corporation's architect, in its sole discretion, may waive submission of one or more of these items. The Corporation, in consultation with its architect, if necessary, will review all submissions and the managing agent will relay the Corporation's comments and/or approval (the latter evidenced by countersignature and delivery to the shareholder of the alteration agreement.)

Except for inspection scheduling by the shareholder's general contractor, no correspondence or communication of any kind is to be made by the shareholder, its architect/engineer or contractor with the Corporation's architect. All communications intended for the Corporation's architect shall be submitted to the Corporation's managing agent.

Shareholders will be invoiced for the Corporation's Architect's service fee of Five Hundred (\$500.00) Dollars for the project document review. An additional service fee of Two Hundred (\$250.00) Dollars will be charged for each additional document review.

Item III Requirements following Board Approval and prior to commencement of work *Initial*The general contractor is to prepare and submit a Construction Schedule, detailing all work items and corresponding required time for the completion of the work tasks of the entire project.

The general contractor is to submit a complete address/telephone listing of all subcontractors. All insurance certificates of the general contractor and his subcontractors are to be submitted to the Corporation for review and approval before work commences.

One copy of the Department of Buildings work permit shall be furnished to the Corporation and one copy affixed to the apartment door.

The shareholder shall notify all immediately adjacent neighbors in writing at least 48 hours prior to work

commencing. Item IV Requirements for Project Completion

All construction work is to be performed in accordance with the Corporation's alteration agreements, applicable

building codes and governmental regulations including zoning regulations and the Corporation's applicable rules and regulations.

Unless the Corporation's architect determines otherwise, the Corporation's architect shall make at least four inspections as follows: Prior to demolition, Post demolition, Post plumbing roughing and Final sign off inspection. It is the responsibility of the General Contractor to schedule these inspections with the Corporation's architect. These inspections and any other inspections deemed necessary shall be billed to the Shareholder at a cost of \$250 per inspection.

Any changes to the shareholder's scope of work whether before or after countersignature of the alteration agreement, and any changes to applications filed with, or to be filed with the Department of Buildings will require submission to the Corporation and approval by both the Corporation and its architect (architect's review fees to be paid by the shareholder) prior to work commencing (or if already commenced, prior to work continuing).

The shareholder will not be deemed to have completed the work until the Corporation is furnished with all governmental signoffs required by law in the Corporation's architect's opinion.

In addition, in the event my alterations include a combination of apartments, I shall at my sole cost and expense, promptly after obtaining all required signoffs for my alterations, make the necessary arrangements (including compliance with any requirements of my lender), to surrender the stock certificates and proprietary leases for each apartment incorporated into the combination in exchange for a single certificate and proprietary lease allocated to the combined unit. The shareholder will not be deemed to have completed the work until he/she has complied with the provisions of this paragraph.

No self certifications by the shareholder's architect will be permitted.

Item V Restrictions to Alterations/Additional Requirements

Alterations of, or to the following will not be permitted.

Common Areas
Public
Corridor
Exit
Facilities
Windows and apartment entrance and
balcony doors Heating and Air Conditioning
Systems Balconies, and Exterior Masonry
Walls and

Any other systems, components, areas, equipment or facilities that are the obligation of the Corporation to maintain under the proprietary lease Gas service to the Apartment

Shareholders will not be permitted to:

Install washing machines, dryers, steam shower, and bidets Install additional through the wall air conditioning units.

Increase the present electric service to the Apartment or Apartments

Maintain two (2) kitchens when combining apartments the Corporation's architect will inspect the Apartment to certify that the removed kitchen retains no appliances, cabinets or other equipment or fixtures enabling the space to be utilized as a kitchen and that all gas and plumbing lines in that space have been properly capped.

Alter plumbing systems where access is required to another apartment not belonging to the shareholder.

Installation of through the wall or window air conditioners in newly created rooms (in newly created rooms the only permitted air conditioners will be free standing units).

All plumbing alterations will require the installation of new shutoff valves and cleanouts.

All bathroom renovations involving plumbing affecting the stall shower must include removal/replacement of lead pan, shower body with scald guard and installation of shut off valves if there is none in place.

Shareholders will be responsible for the cost of all repairs/replacements to telephone all wiring and/or equipment damaged as a result of Shareholders' work, regardless of the location of such wiring and/or equipment.

Shareholder

Date