

Signatories

ALTERATION AGREEMENT made this ____ day of ____ 200____
By and between Lincoln Guild Housing Corporation (the "Corporation"),
a New York corporation with its principal place of business at 303 West
66th Street, New York, New York, and _____
(the Shareholder") residing at _____
in connection with the making of certain alterations (the "Alterations") to
Apartment _____ (the "Apartment") in premises 303 West 66th Street,
New York, New York (the "Building").

WITNESSETH:

**Plans
&
Specs**

WHEREAS, the Shareholder has submitted to the Corporation for
its approval certain plans and specifications for the Alterations more
particularly enumerated on Schedule A annexed hereto (the "Plans"),
receipt of which is hereby acknowledged; and

**Written
Consent**

WHEREAS, the Shareholder has requested that the Corporation
give its written consent to the making of the Alterations;

NOW, THEREFORE, in consideration of the mutual promises and
covenants herein contained, the parties hereto agree as follows:

The Corporation hereby approves the Plans and consents to the
making of the Alterations upon the terms and conditions herein contained.

2. Before any alterations shall be started:

**Letter Re:
Electrical Load
that the
Alterations(i)
and (ii)

Permits/
Approvals

Copy of
Agreements
w/Contractors;
Licenses;
Waivers of
Lien**

(a) if applicable, the Shareholder 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; and

(b) if applicable, the Shareholder shall file (at his/her sole
expense) the Plans with all proper municipal departments, and
shall obtain all governmental approvals, permits and certificates required. The
Manager shall be notified of the building permit number, if any, assigned to the
Plan(s) and shall be given a copy of each of the aforementioned approvals,
permits and certificates within ten (10) days of Shareholder receiving same; and

(c) the Shareholder shall furnish the Corporation with a
conformed copy of each and every agreement made with his contractor,
and each and every agreement made between his contractor and its
subcontractor(s) together with copies of the applicable licenses required
by law for the contractor and subcontractor(s). In each such
agreement, the contractor (and subcontractor) shall waive the right to file
any lien against the premises 303 West 66th Street, New York, New York,
of which the Apartment forms a part; and

(d) The Shareholder shall have executed this Agreement.

Reimbursement of Costs 3. The Shareholder shall pay to the Corporation all costs, including but not limited to, fees of attorneys, engineers or architects incurred by the Corporation in connection with its review of the proposed alterations and supervision and inspections of the work performed. The Corporation shall advise shareholder in advance of its review and if any such professionals/consultants will be employed. The Shareholder agrees to reimburse the Corporation for its costs within ten (10) days of presentation to Shareholder of a bill therefore.

Signoffs 4. Within a reasonable time of the completion of the Alterations, the Shareholder shall obtain all necessary signoffs required by law, and, if required, an amended Certificate of Occupancy and a Certificate of the Board of Fire Underwriters with respect thereto;

Restoration To Prior Condition 5. In the event the Shareholder fails to comply with the provisions of Paragraph 4 (a) herein above, the Shareholder shall promptly restore the Apartment, at the Shareholder's sole cost and expense, to its condition prior to the Alterations.

Assumption by Purchaser 6. New shareholders and any successor-in-interest who buy an improved apartment shall assume all of the obligations and responsibilities of the shareholder who originally made the improvement.

Shareholders Responsibility For Damages To Building 7. The Shareholder shall assume all responsibility for the Alterations and agrees that neither the Corporation nor the Manager will be responsible for failure of performance of building services to the Apartment resulting from the Alterations. This responsibility covers all work, whether or not structural, weather-tightness of any installation affecting windows, exterior walls or roofs and the waterproofing of any portion of the Building structure directly or indirectly affected by Alterations, and for the maintenance and performance of all heating, plumbing, air conditioning and other equipment installed, or altered, by the Shareholder. If the operation of the building, or any of its equipment, is adversely affected by the work, the Shareholder shall, when so advised, promptly remove and/or correct the cause of the problem.

Proper Insurance Coverage 6. (a) Prior to the commencement of the Alterations, the contractor who performs the Alterations shall obtain Worker's Compensation and Disability insurance as required by law and such liability and property

damage insurance as shall protect the contractor and any subcontractors performing work covered hereunder. The amount of such insurance shall be as follows:

- (i) Employer's Liability to be not less than:
 - Each person - \$1,000,000.00
 - Each accident - \$1,000,000.00
- (ii) Comprehensive General Liability Broad Form (including premises operations, contractor's protective liability coverage, contingent liability, contractual liability and products completed operations liability insurance) with a combined single limit of \$1,000,000.00 for bodily injury and property damage liability, including wrongful death and with no Sunset Clause.
- (iii) Comprehensive Automobile Liability (including Hired and Non-Owned Automobile coverage) to be
- (iv) not less than:
 - For bodily injury -
 - Each person - \$1,000,000.00
 - For bodily injury -
 - Each accident - \$1,000,000.00
 - For property damage -
 - Each accident - \$1,000,000.00

Additional Insured

(b) Copies of insurance policies and Certificates of Insurance naming the Corporation, the Shareholder and any subcontractors as additional parties insured, and providing that such insurance will not be terminated unless and until at least ten (10) days notice is given to the Manager, shall be filed with the Manager before work commences.

Inspection Prior to Commencement of Work

(d) Before commencement of work the Building may require an inspection of the Apartment by the Corporation's Manager, engineer and/or architect.

Quality of Work and Materials, Responsibility For Damages; Time frame For Construction; Use of Elevators

7. (a) The Alterations and materials used shall be of good quality and style in keeping with the general character of the Building. The Shareholder shall take all precautions to prevent, and assumes all risks for all damage to the Building, its mechanical systems and property of all other tenants and occupants in the Building which result from or may be attributable to the Alterations. All demolition, reconstruction and installation work, as set forth in the Plans, shall be performed and completed within 120 days from the date when municipal approval has been granted, or, if no approval is required, from the date hereof. The Shareholder agrees to promptly and expeditiously prosecute the work to completion. The Alterations shall be performed only between the hours of 8:00 A.M. and 5:00 P.M. on weekdays; work which will produce unusual noise which might be disturbing to other tenants shall not be commenced before 10:00A.M.; no work shall be performed on Saturdays, Sundays, Yom Kippur, Rosh Hashanah, Good Friday, and all New York State legal holidays. If there is any material interruption in the normal day-to-day operation of the building or if the House Rules are violated, the Manager or Superintendent has the right at his sole discretion to halt the work. All use of the elevators by contractors and subcontractors for deliveries and moving of equipment and tools in the elevators must be approved and scheduled by the Corporation's Manager who shall cooperate with Shareholder to expeditiously schedule the work. All rubbish, rubble, discarded equipment or other materials, empty packing cartons, etc. are to be promptly removed from the Building at the Shareholder's sole cost and expense, in barrels or bags, only, at such times and in such manner as the Superintendent of the Building may direct and shall not be deposited in the street or sidewalk in front of the Building, nor in the alleyway or courtyard in the back of the Building. The Shareholder shall see to it that reasonable 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.

Notice to Occupants of Adjoining Apartments; Copy to Manager

(b) The Shareholder shall give at least seven (7) days written notice of the nature and schedule of the work to be performed to the occupants of adjoining apartments in advance of performing the Alterations. A copy of the notice shall be delivered to the Manager before work commences.

Licensed Plumbers & Electricians

8. All plumbing and electrical work shall be performed by licensed professionals.

**Compliance
with LGHC
Rules &
Regulations**

9. The Shareholder, contractor and all subcontractors shall at all times abide by and comply with the rules and regulations of the Corporation. The Shareholder hereby acknowledges (a) receipt of a copy of the rules and regulations of the Corporation and represents (b) that the Shareholder has read the rules and regulations. Further, Shareholder shall provide the contractor and all subcontractors with a copy of the rules and regulations of the Corporation and every agreement made by the Shareholder with his contractor, and every agreement made between his contractor and its subcontractor(s) shall contain a provision that the contractor or subcontractor as the case may be shall at all times abide by and comply with the rules and regulations of the corporation.

**No Vehicles
in Driveway
or Parking
Lot**

10. No vehicles are permitted to park in, block or use the building's driveway. No vehicles may enter the Building's parking lot without the Manager's prior permission.

**Smoke
Detectors;
Window
Guards**

11. Shareholder shall have smoke detectors installed and maintained as per Local Law 62 of 1981 of the City of New York and Shareholder shall install window guards if a child or children lives or resides in the Apartment pursuant to Section 131.15 of the New York City Health Code.

**Prohibited
Items.**

12. Shareholder hereby represents that the Shareholder, its agents and representatives will not:

- (a) install a sauna, whirlpool bath or pumps;
- (b) demolish, alter or destroy any of the Building's structural concrete beams, columns, or slabs, including but not limited to, the "trenching" in the concrete of either the ceiling or the floor;
- (c) alter, remove or make attachments to the Building's existing exterior, including but not limited to, the Building's brick facade, windows and roof;
- (d) install a clothes washer or dryer,
- (e) install carpeting or "astro-turf" on the terrace floor; and
- (f) alter the underside of the terraces.

**Payment
Period**

13. 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 the Shareholder within thirty (30) days after completion of the Alterations. In addition, any costs or expenses incurred by the Corporation in connection with the Alterations (including, but not limited to, fees for attorneys, architects, engineers and other professional services) shall be borne solely by Shareholder.

**Mechanics’
Liens**

14. If for any reason whatsoever one or more mechanics’ liens are filed for work done, or material furnished, in connection with the Alterations, the Shareholder shall, at the Shareholder’s sole expense, cause such mechanics’ lien(s) to be discharged within ten (10) days of such filing. If the Shareholder fails to discharge said mechanics’ lien(s), the Corporation may exercise all rights and remedies reserved to it in the proprietary lease between the Corporation and the Shareholder, and Shareholder shall be liable for all reasonable legal fees incurred by the Corporation in connection therewith.

**Named
Architect;**

15. The Corporation agrees to execute such documents as may be required to authorize the architect engaged by the Shareholder, to make all inspections during the progress and upon completion of all work in lieu of inspections by Department of Buildings inspectors in connection with the Alterations.

Access to Apt.

Notwithstanding the foregoing, the Shareholder agrees to allow access to the Apartment during the progress of the Alterations and at completion of the Alterations for examination by the Manager and/or an architect, engineer and/or other professionals chosen by the Corporation.

**Stop Work
Order**

16. The Shareholder agrees to immediately stop work upon verbal or written demand of the corporation. Reasons the Corporation may demand that the Shareholder immediately stop work include, but are not limited to, that the Corporation has found that the work being performed:

- (a) is in material deviation from the Plans unless such deviation shall have been first approved by the Corporation in writing;
- (b) is in violation of any applicable state or local building code;
- (c) is being performed in an unworkmanlike like manner or materials being used in connection therewith are of an inferior quality;
- (d) has resulted in the creation of a hazardous condition; or
- (e) violates the proprietary lease and/or occupancy agreement, the Rules and Regulations of the Corporation or the terms hereof.

In the event the Corporation is unable with the use of reasonable diligence to contact the Shareholder in order to give notice hereunder, the Corporation may then contact the Shareholder’s architect or contractor.

**Damage
Liability**

17. (a) The Shareholder hereby agrees to indemnify and hold harmless the Corporation, the Manager, and the tenants and occupants of the Building, against any damage to persons or property suffered as a result of the Alterations, whether or not caused by negligence, and to reimburse any expenses (including, without limitation, attorney's fees and disbursements) incurred by the Corporation in connection with any such damage or as a result of the Alterations.

**Construction
Deposit**

(b) Simultaneously with the execution hereof, the Shareholder has delivered to the Corporation a sum equal to 7.5% of the estimated cost of the alterations but, in any case not less than \$1,000.00 (subject to collection if by check) to be held by the Corporation as security in a non-interest bearing account for the performance of the obligations of the Shareholder under this agreement; which sum shall be returned to the extent not disbursed by the Corporation in satisfaction of the same upon issuance of the Certificate of Occupancy and/or sign-offs required hereunder.

**No
Representations
by LGHC**

18. The Corporation makes no representations as to the design, feasibility or efficiency of the Alterations or whether the Shareholder 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, the Shareholder agrees, at the Shareholder's sole cost and expense, to promptly remove and/or correct the cause thereof upon being advised thereof by the Corporation or the Managing Agent.

**Removal of
Violations**

19. The Shareholder shall take reasonable precautions to prevent, and the Shareholder assumes all responsibility for, violations placed either on the apartment or on the Building due to the Alterations. The Shareholder, at the Shareholder's sole cost and expense, shall immediately take action to remove these violation(s) and file for a re-inspection.

Duration

20. All alterations must be completed on or before a period of six (6) months from commencement date. If the alteration is not completed within the six (6) month period, 10% of the security deposit for each week the alteration is not completed, excluding weekends and holidays, will be payable to the corporation. If such alterations are otherwise completed, painting and wallpapering shall not incur these penalties.

**Asbestos
Abatement**

22. It is the financial and legal responsibility of the Shareholder to safely, properly and lawfully remove any asbestos uncovered in the process of the Alterations. If such asbestos is uncovered, prompt notice shall be given to the Corporation. The asbestos shall not be removed or otherwise disturbed except pursuant to a general protocol first approved by the Corporation.

Landlord's Remedies	<p>21. The Shareholder's failure to comply with any of the provisions hereof shall be deemed a material breach of the provisions of the Proprietary Lease pursuant to which the Corporation's consent has been granted, and in addition to all other rights, the Corporation may also suspend all work and prevent workmen from entering the Shareholder's apartment and/or the Building for any purpose other than to remove their tools or equipment.</p>
Performance Requirements	<p>23. With respect to the performance of the Alterations:</p> <p>(a) No changes in the Plans during the period of construction shall be made without the written approval of the Board of Directors;</p>
Jackhammers Wiring and Plumbing to be Specified	<p>(b) No workers will employ pneumatic or electric jackhammers;</p> <p>(c) all plumbing and electrical wiring is to be specified prior to installation;</p> <p>(d) all plumbing and electrical installations are to be inspected by the Corporation's representative prior to its enclosure</p>
Inspection	<p>within walls, floors or ceilings. The Corporation requires that all exposed plumbing be replaced to its point of connection to a main, the installation of new check valves on all new branch water lines, and the provision of an access panel to these valves.</p>
Prior to Enclosure	<p>That any enclosures around new plumbing or electrical installations that prevent their proper inspection be removed and that any and all additional cost resulting therefrom be borne solely by the Shareholder;</p> <p>(e) Copper and lead plumbing will not be used where plumbing is concealed;</p> <p>(f) No material will be placed on top of any elevator cabs;</p> <p>(g) During the period of construction, phone service will be maintained in the case of emergencies;</p>
Fire Extinguisher	<p>(h) During the period of construction one fire extinguisher shall be prominently located near the point of egress. Proper precautions shall be made in the presence of inflammable paints and materials;</p>
No Smoking Or Cooking	<p>(i) There shall be no smoking nor cooking by workers in the Building; and</p>
Disturbance Of Other Tenants	<p>j) Workers will not use any mechanism or device that could cause undue disturbance to the tenants of the Building without the prior written consent of the Corporation. The Corporation shall be the sole arbiter should there be any doubt as to whether a mechanism or device is causing undue disturbance to the tenants of the Building.</p>

Interior Walls k) No permanent walls are permitted to be installed in any area of an apartment. Temporary walls will be allowed on a case by case basis, subject to Board approval of their intended use (i.e. dining room or home office), with stipulation of removal prior to transfer. Unless and until otherwise advised by the Department of Buildings (DOB), temporary walls will require a permit from the DOB prior to installation, and meet all DOB code requirements. The purpose of this rule is to limit occupancy based on the original floor plans of the apartments. All apartments are to remain with the original number of bedrooms as in the original floor plans.

Completion of Alteration 24. Upon completion of the Alteration the Shareholder shall deliver to the Manager a written statement that the Work as performed complies with the Plans and specifications and shall allow the Corporation's representative to inspect the Apartment to verify this statement.

25. This Alteration Agreement shall not be binding or effective until properly executed and delivered by the Corporation to Shareholder.

26. This Agreement may not be changed orally. This Agreement shall be binding on the Shareholder's personal representatives and authorized assigns.

27. Any written notice required or desired to be given hereunder shall be deemed sufficiently given if in writing, addressed to the parties at their address first above given, and personally delivered or sent by certified mail, return receipt requested, and shall be deemed given upon receipt, if personally delivered or upon mailing. An additional copy of any notice given by the Shareholder to the Corporation shall also be delivered or mailed to both the manager, with an office at 303 West 66th Street, New York, New York 10023 and Schechter & Brucker, P.C., 350 Fifth Avenue, Suite #4510, New York, New York 10118.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year above written.

LINCOLN GUILD HOUSING CORPORATION

By: _____ Date: _____

Signature of Shareholder

Signature of Shareholder