

SUPPLEMENT TO ALTERATION AGREEMENT

The Corporation: Lincoln Guild Housing Corp.

The Shareholder: _____

The Apartment: _____

Date of Agreement: _____

The following are additional provisions of the alteration agreement between the Corporation and the Shareholder for the Apartment bearing the above-referenced date:

1. **Shareholder to Obtain Amended Certificate of Occupancy, If Necessary.** If, under applicable law, the Alterations require an amended Certificate of Occupancy for the Building, Shareholder shall (i) indicate on the plans and specifications submitted to the Corporation that an amended Certificate of Occupancy will be sought; and (ii) file an application describing the Alterations with the New York City Department of buildings within thirty (30) days of the corporation's written approval of such plans and specifications. A copy of any such application shall be contemporaneously submitted to the Corporation. If required under applicable law, Shareholder will file an application for an amended Certificate of Occupancy with thirty (30) days after completion of the Alterations. Shareholder shall diligently pursue obtaining any such amended Certificate of Occupancy and shall keep the Corporation informed of the status thereof on a regular basis. The determination of the Corporation's architect or engineer as to the need for an amended Certificate of Occupancy shall be conclusive.

2. **Shareholder to Deliver Certificates.** Promptly after the completion of the Alterations, Shareholder shall deliver to the Corporation: (a) an amended Certificate of Occupancy and a certificate of the Board of Fire Underwriters, if either be required, (b) such other proof as the Corporation may reasonably require to establish that the Alterations have been done in accordance with all applicable laws, ordinances and government regulations, and (c) a statement from the architect or engineer who signed Shareholder's original plans that the Alterations have been executed in conformance with those plans.

3. **Responsibility of Shareholder and Shareholder's Successor in Interest.**
 - a. Shareholder agrees that the responsibility for maintaining and repairing the Alterations remains with Shareholder and Shareholder's successor-in-interest in residence in Shareholder's apartment, including, but not limited to, the cost of removing or reinstalling all or any part of the Alterations.

- b. If the Alterations involves changes to the plumbing lines servicing the Apartment, Shareholder agrees that Shareholder and Shareholder's successor-in-interest shall be fully responsible for the future repair and maintenance of the plumbing lines servicing Shareholder's apartment and any equipment installed as part of the Alterations, including without limitation, any and all costs relating to leakage and/or seepage in Shareholder's apartment and/or the adjacent premises. In the event that there is a complaint concerning noise, vibration or exhaust heat, smoke or odors from any equipment installed by Shareholder, Shareholder shall, after notice, make immediate repairs or adjustments to eliminate the cause of the complaint and if this is not possible, to remove any such equipment promptly upon order of the Corporation.
 - c. Shareholder or Shareholder's successor-in-interest i) shall advise each subsequent purchaser or other transferee of the Corporation's shares appurtenant to the Apartment (a "Purchaser") of the Alterations undertaken by the Shareholder and the Purchaser's obligations under this Agreement; ii) shall provide copies of the Plans and this Agreement to each Purchaser; and iii) waive any claim or cause of action against the corporation, the board of Directors or the Managing Agent of the corporation, for advising a potential Purchaser of the obligations of the owner of the Apartment under this Agreement.
 - d. The Corporation may require any Purchaser of the Corporation's shares appurtenant to the Apartment to execute an instrument in form acceptable to the corporation under which Purchaser acknowledges and assumes the responsibilities and liabilities set forth herein; but the failure of the Corporation to do so shall not constitute a waiver thereof nor relieve and Purchaser there from.
4. **Liability of Shareholder and Shareholder's Successor-in-Interest.** Shareholder further agrees that Shareholder and Shareholder's successor-in-interest in residence in Shareholder's Apartment shall bear any and all costs for any plumbing leaks or other conditions which cause damage to the common areas or other apartments in the Building, if such leakage or damage results from alterations made or equipment installed as part of the Alterations.
5. **Asbestos.** Shareholder shall comply with all federal, state and local laws, rules and regulations pertaining to asbestos control, as the same have been or may be promulgated, supplemented or amended from; time to time prior to and during the Alterations. In addition, Shareholder agrees to indemnify the corporation for any and all loss, costs, expenses (including without limitation reasonable attorneys' fees and disbursements), damages, liabilities and fines: (i) arising from failure by Shareholder or any consultant or contractor retained by Shareholder to fully conform to all of the foregoing, or (ii) incurred by the Corporation in the defense of any suit, action, claim or violation in connection with any asbestos abatement work performed or required to be performed hereunder.

Shareholder shall, prior to the commencement of the Alterations:

- a. At Shareholder's expense, retain a duly licensed asbestos investigator, approved by the Corporation, 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 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 or investigation reveal the presence of ACM which will be disturbed by the performance of the Alterations or which is in a friable condition (the "Affected ACM"), but said Affected ACM is less than ten (10) square feet or twenty-five (25) linear feet, Shareholder shall present to the Corporation proof of the investigator's filing of FORM ACP5 ("Not an Asbestos Project" form). If the results of the review or investigation reveal that more than ten (10) square feet or twenty-five (25) linear feet of Affected ACM is present, Shareholder shall present to the corporation proof of the investigator's filing of FORM ACP7 ("Asbestos Inspection Report" form).
- c. If, in the opinion of the asbestos investigator hired pursuant to the foregoing provisions of this paragraph, no abatement or other treatment of the Affected ACM is required, Shareholder shall be entitled to commence the Alterations, subject to the requirements of this Agreement.
- d. If, in the opinion of such investigator, abatement or other treatment is required, then it shall be performed as follows:
 - i) if the Affected ACM is located in or connected with the common elements of the Building, the Corporation shall, at Shareholder's sole cost and expense, take all necessary steps to remove, encapsulate, enclose, treat or otherwise abate such ACM. Said steps may include, without limitation, retaining an asbestos consultant, an asbestos contractor, and an air monitor, and causing the reinsulation of any areas where insulation containing ACM is removed.
 - ii) if the Affected ACM is located entirely in shareholder's Apartment and does not, in the opinion of the asbestos investigator, affect any common elements, Shareholder shall proceed to cause its removal as follows:

- (1) Prior to the performance of any asbestos abatement work, Shareholder shall submit to the Corporation the name(s) and qualifications (including any licenses, liability insurance policies, and resume) of any asbestos consultant(s) and contractor(s) Shareholder intends to use for asbestos abatement work, along with the name and qualifications (including licenses and certificates evidencing insurance policies) of the contractor's hauler(s) and the licenses of all asbestos supervisors and handlers who are to perform the abatement work.
- (2) Upon receipt of the Corporation's approval of the consultant(s) and contractor(s), which shall not be unreasonably withheld or delayed, Shareholder shall retain such consultant(s) and contractor(s) to perform the asbestos abatement. Said abatement, as well as the removal, hauling and disposal of the ACM shall be performed in conformance with all federal, state, and local laws and regulations.
- (3) In connection with such abatement work, Shareholder shall furnish the Corporation with copies of all reports and tests that are required by applicable laws and regulations and with a copy of the final report, which is to be provided by Shareholder's asbestos consultant.
- (4) In connection with asbestos removal and disposal, Shareholder shall cause the asbestos hauler to furnish the corporation with lists of all dump locations to be used and a certification that the dump sites are EPA approved; and thereafter Shareholder shall furnish the Corporation with all dump tickets and disposal manifests.

6. **Lead Based Paint or Lead Based Paint Hazard.** Shareholder shall comply with all federal, state and local laws, rules and regulations pertaining to lead based paint or lead based paint hazard control, as the same have been or may be promulgated, supplemented or amended from time to time prior to and during the Alterations. In addition, Shareholder agrees to indemnify the Corporation for any and all loss, costs, expenses (including without limitation reasonable attorneys' fees and disbursements:, damages, liabilities and fines: (i) arising from failure by Shareholder or any consultant or contractor retained by Shareholder to fully conform to all of the foregoing, or (ii) incurred by the Corporation in the defense of any suit, action, claim or violation in connection with any lead based paint or lead based paint hazard abatement work performed or required to be performed hereunder.

7. **Alterations are of Shareholder's Sole Design.** Shareholder recognizes that by granting consent to the Alterations, the Corporation does not express any opinion as to the design, feasibility or efficiency of the Alterations. Neither the Corporation, its Managing Agent nor its architect or engineer will be responsible for failure of efficient performance of Building services to the Apartment resulting from the Alterations.
8. **Combining Units.** If the Alterations include combining one or more units to which shares in the Corporation are allocated, the proprietary leases for the combined units and share certificates for the shares of the Corporation appurtenant thereto shall be surrendered by the Shareholder to the Corporation upon completing of the Alterations; whereupon they shall be canceled by the Corporation and replaced with a single proprietary lease, and a single share certificate for the total number of shares represented by the canceled certificates. The replacement proprietary lease shall recite that it is issued to replace the canceled leases and shall effective as to each of the combined units as of the commencement date or dates of the canceled leases. The Shareholder shall promptly execute the replacement proprietary lease. If one or more of the Shareholder's share certificates and/or proprietary leases are held by a lender or other secured party ("Lender"), Shareholder shall not start the Alterations unless and until the Corporation has received Lender's written consent to the Alterations (including the combining of the unites) and agreement to surrender the share certificates and proprietary leases held by the Lender for cancellation and replacement as provided in this paragraph. For purposes of this paragraph, "completion of the Alterations" shall mean the issuance by the Department of Buildings of a letter of completion (if the Alteration was approved pursuant to a Type II application) or an amended certificate of occupancy (in all other cases).
9. **Shareholder's Breach and Corporation's Remedies.** SHAREHOLDER'S FAILURE TO COMPLY WITH ANY OF THE PROVISIONS HEREOF SHALL BE DEEMED A BREACH OF THE PROVISIONS OF THE LEASE, PURSUANT TO WHICH THE CORPORATION'S CONSENT HAS BEEN GRANTED, AND, IN ADDITION TO ALL OTHER RIGHTS, THE CORPORATION MAY ALSO SUSPEND ALL WORK AND PREVENT WORKERS FROM ENTERING SHAREHOLDER'S APARTMENT FOR ANY PURPOSE OTHER THAN TO REMOVE THEIR EQUIPMENT. IN SUCH EVENT, THE CORPORATION MAY ALSO REVOKE PERMISSION FOR SHAREHOLDER TO UNDERTAKE OR CONTINUE THE ALTERATIONS. ANY DEVIATION FROM THE ALTERATIONS APPROVED IN THIS ALTERATION AGREEMENT SHALL VOID IN ITS ENTIRETY THE PERMISSION GRANTED HEREIN.
10. **Corporation's Consent.** By executing this Alteration Agreement the Corporation is granting permission to the Shareholder to perform the Alterations pursuant to the Plans and this Agreement [as amended]. This permission can be revoked at any time on written notice to the Shareholder as a result of Shareholder's or its agent's violation of the terms of this Agreement. The Corporation also agrees to perform its obligations under this Agreement.

Shareholder

Shareholder

By:

LINCOLN GUILD HOUSING CORP.