

**350 BLEECKER STREET APARTMENT CORP.
COOPERATIVE APARTMENT ALTERATION AGREEMENT**

Date: _____, 20____

To: 350 Bleecker Street Apartment Corp., Owner
c/o Tudor Realty Services Corp., Managing Agent

From: _____, Tenant

Re: Apartment # _____ (the "apartment" or the "premises") located in the building (the "building") having a street address of 350 Bleecker Street, New York, New York 10014

Phone: _____

Email: _____

Phone number where I can be reached in case of an on-site emergency: _____

To Whom It May Concern:

Pursuant to paragraph 21 of my Proprietary Lease, I hereby request permission to make the alterations and installations and perform the work described in the annexed document (hereafter collectively referred to as the "Alteration Work") in the apartment.

If such permission be granted:

1. I agree, before any work is begun:
 - (a) To provide you with a complete and conformed copy of every agreement made with contractors and suppliers.
 - (b) If required by law or governmental regulations, to file plans with and procure the approval of all Governmental Agencies having jurisdiction over the Alteration Work and, not more than ten (10) days after receipt of such approval to deliver to you a copy of every permit or certificate issued. If there be any doubt as to the need for such approval, you shall be the sole arbiter in resolving the doubt.
 - (c) To procure from my contractor, or contractors:
 - (i) Comprehensive personal liability and property damage insurance policies, each in the amount of \$1,000,000.00, which policies name you and the Managing Agent, as well as myself, as parties insured. Such policies shall provide that they may not be terminated until at least ten (10) days after written notice to you; and
 - (ii) Workmen's compensation and employees liability insurance policies, covering all employees of the contractor, contractors or subcontractors, in such limits required by law.

All such policies, or certificates evidencing their issuance, shall be delivered to you.

2. If you are required or shall deem it wise to seek legal, engineering, or architectural advice prior to granting permission, I agree to reimburse you, on demand, for reasonable fees incurred, and if permission be granted, then, in any event, prior to commencement of any Alteration Work.
3. It is understood that:
 - (a) I assume all risks of damage to the building and its mechanical systems, and to persons and property in the building which may result from or be attributable to the Alteration Work being performed hereunder and all responsibility for the maintenance and repair of any Alteration Work after completion. This responsibility covers all Alteration Work whether or not structural, weather tightness of windows, exterior walls or roofs, waterproofing of every part of the building directly or indirectly affected by the Alteration Work and maintenance of all heating, plumbing, air-conditioning and other equipment installed or altered pursuant hereto. If the operation of the building, or any of its equipment, is adversely affected by the Alteration Work, I shall, when so advised, promptly remove the cause of the problem.
 - (b) I recognize that there will be no change in the operation of the building's heating system (or air-conditioning system, if any) to facilitate the functioning of any heating or air-conditioning units I may be installing.
 - (c) The alteration and materials used shall be of the quality and style in keeping with the general character of the building.
 - (d) I undertake to indemnify and hold you, the Managing Agent and the tenants or occupants of the building harmless for and against any claims, actions, liabilities or damages suffered to person or property as a result of the Alteration Work performed hereunder, whether or not caused by negligence, and to reimburse you and the Managing Agent on demand for any costs and expenses (including, without limitation, attorneys' fees, disbursements and court cost) incurred as a result of such Alteration Work.
 - (e) If, after making any alterations or installing any equipment referred to herein, I shall:
 - (i) seek to exercise my right to terminate my Proprietary Lease pursuant to any paragraph hereof, I will, on your demand, but at my expense, restore the premises and equipment to their condition prior hereto, agreeing that compliance with this Alteration Agreement shall be a condition precedent to the cancellation of my Proprietary Lease; or
 - (ii) seek to transfer the corporate shares allocated to the apartment and the Proprietary Lease appurtenant thereto, I will, if required 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, without limitation, my continuing obligations and understanding expressed in subparagraphs (a) through (d) of this paragraph 3.

4. All permitted Alteration Work shall be completed within 60 days after governmental approval thereto has been granted or, if no such approval is required by law or regulation, then from the date hereof.
5. No Alteration Work shall be done, except between the hours of 9:00 A.M. and 5:00 P.M., Saturdays, Sundays and holidays excluded, and any Alteration Work which can produce unusual noises, which might be disturbing to building occupants, shall not be done before 10:00 A.M.
6. All precautions will be taken to prevent dirt and dust from permeating other parts of the building during the progress of the Alteration Work. During demolition, an exhaust fan will be placed in a window to prevent dust from entering existing exhaust ducts. Materials and rubbish will be placed in barrels or bags, before being taken out of the apartment. All such barrels or bags, rubbish, rubble, discarded equipment, empty packing cartons and other materials will be taken out of the building and removed from the premises at my expense. I recognize that only one of the two passenger elevators, properly equipped for the transport of materials and rubbish, may be used for such removal and only at such times as the superintendent of the building may direct. If the convenience of other shareholders, tenants or occupants requires that such passenger elevator, properly equipped for the transport of materials and rubbish, 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 the Alteration Work and pay all bills incurred in connection therewith, not later than thirty (30) days after completion of the Alteration Work. If any mechanic's liens be filed for any work claimed to have been done or materials alleged to have been supplied in connection with the Alteration Work, I shall cause such liens to be discharged in ten (10) days after such filing. If I fail so to do, you may exercise any or all of your rights and remedies under the Proprietary Lease or this Alteration Agreement.
8. At the completion of the Alteration Work, I will deliver to you an amended Certificate of Occupancy and a certificate of the Board of Fire Underwriters, if either be required, and such other proof as may be necessary so indicate all Alteration Work has been done in accordance with all applicable laws, ordinances and governmental regulations.
9. I recognize that by granting consent to the Alteration Work, you do not profess to express any opinion as to the design, feasibility or efficiency of the Alteration Work.
10. 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 also suspend all Alteration Work and prevent workmen from entering my apartment for any purpose other than to remove their tools or equipment.

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

Annexed hereto is the "Alteration Work" document referred to above and an Addendum to Alteration Agreement consisting of two (2) pages which is made a part of this Alteration Agreement.

Very truly yours,

_____, Tenant

Subject to the terms, covenants and conditions herein stated, permission is hereby granted.

350 Bleecker Street Apartment Corp., Owner
Tudor Realty Services Corp., Managing Agent

By: _____

Name: _____

Title: _____

Date: _____, 20____

ADDENDUM TO ALTERATION AGREEMENT

It is understood and agreed between all parties concerned that:

1. All Alteration Work that involves demolition will take place between the hours of 10:00 A.M. and 4:00 P.M. Monday through Friday, holidays excluded.
2. If any material used in the alteration shall be declared hazardous by any governmental agency, the Tenant shall at any time, on five (5) days' notice, promptly and diligently proceed to remove the hazardous material. Any subsequent purchaser of the apartment shall be obligated to accept the responsibility of this paragraph as a condition for approval of transfer.
3. The Tenant will arrange with his/her contractors and at the Tenant's expense to correct any conditions that are contrary to the plans or violation of building codes or a violation of good constructions practice.
4. The Alteration Work will be periodically inspected by the building's architect at the Tenant's expense.
5. All Alteration Work will conform to the plans dated _____ 20__ and prepared by _____ (plans attached).
6. All openings (doors, windows, exhaust grilles, air conditioning/heating equipment) will be thoroughly sealed to prevent dust and dirt from penetrating the public corridors or other apartments.
7. No chasing of ceilings or floor slabs will be done, no power impact tools will be used.
8. All debris will be removed daily.
9. All public areas in the vicinity of the apartment will be protected from damage by floorboards, building paper or other means.
10. All labor must be performed by licensed individuals and proof of such licensure shall be furnished upon request.
11. Installations of windows must conform with the existing windows in size and exterior makeup. It is further understood that the Tenant and his/her heirs, assignees and successors shall be responsible for any and all damage created by said windows now and in the future.
12. Encapsulated insulation will be inserted in any wall that has been removed and replaced with new drywall.
13. If a new bathroom floor is installed, a new lead-bend must be installed under the toilet if the existing lead-bend is more than ten years old or deemed defective by the building's engineer or superintendent.

- 14. If any work is done on a sink, all pipes to the main waste line must be replaced.
- 15. The installation of a steam room, Jacuzzi or Saunas are prohibited.
- 16. If any new risers for water or electrical are needed, such risers must be approved in advance of any work done on the premises.
- 17. If any wet wall is exposed, new shut off valves will be installed if the if the existing valves are more than ten years old or deemed defective by the building's engineer or superintendent.
- 18. Owner shall have the right to have the superintendent or other representative on-site to supervise all stages of the Alteration Work at any given time.
- 19. Any deviation from the Alteration Work approved in this Alteration Agreement shall void in its entirety the permission granted herein. In such event, Owner shall have the right, in its sole and absolute discretion, at any time, to require the Tenant to remove, at the Tenant's expense, any Alteration Work which was improperly performed in connection with this Alteration Agreement.
- 20. The Tenant shall provide Owner or the Managing Agent with the proposed starting and completion dates of the Alteration Work at least five (5) days in advance of the proposed start of construction, and notice shall be given by Owner to the residents of the building.
- 21. The Tenant has deposited \$1,500.00 (the "security deposit") with Owner or the Managing Agent as security for the faithful compliance, during the performance of the alteration by the Tenant, his/her contractors, subcontractors and all other persons involved with the Alteration Work, with the terms of the Proprietary Lease, the rules and regulations applicable thereto and this Alteration Agreement. In the event that all of the foregoing conditions shall have been complied with and no damage shall have been caused to the building or to any property of Owner as a result of the Alteration Work, then the security deposit shall be returned without interest to the Tenant after the Alteration Work have been completed. In the event that all of the foregoing conditions shall not have been complied with, or in the event that damage shall have been caused to the building or to any property of Owner as a result of the Alteration Work, then Owner shall be entitled to deduct and retain from the security deposit such amount(s) as shall be necessary to address such non-compliance or damage. Nothing herein shall be construed to deprive Owner of any other available legal or equitable remedy against the Tenant.

_____, Tenant Date: _____, 20__

350 Bleecker Street Apartment Corp., Owner
Tudor Realty Services Corp., Managing Agent

By: _____ Date: _____, 20__

Name: _____, Title: _____