

SALON REALTY CORP.

316 East 89th Street • New York, N.Y. 10128
212-534-3131 • Fax: 212-534-6237
www.SalonRealty.com



ALTERATION AGREEMENT

Please submit the signed alteration agreement along with the following:

- 1) Written description of work to be performed
- 2) Any and all drawings associated with the renovation
- 3) Contact information of contractor, architect, designer, and/or engineer
- 4) Check in the amount of \$450.00 made payable to Salon Realty Corp. for processing of the agreement and necessary paperwork
- 5) Security deposit as per alteration agreement (if applicable)
- 6) Building department permits as required

- 7) Contractors insurance certificates will be required for all renovations. The insurance certificates should reference the following:

Additional Insureds:

- 1) Name of unit owner
- 2) 366 West 11th Street Condominium
- 3) Salon Realty Corp.

Certificate holder:

366 West 11th Street Condominium
c/o Salon Realty Corp.
316 East 89th Street
New York, NY. 10128

ALTERATION AGREEMENT

366 West 11th Street Condominium
c/o Salon Realty Corp.
316 East 89th Street
New York, NY. 10128

The 366 West 11th Street Condominium

Gentlemen:

Pursuant to your By-laws, I (i.e. collectively and individually all named entities and/or individuals on the deed) hereby request permission from The 366 West 11th Street Condominium ("the Condominium"/"you") to install the equipment and/or perform the alterations (hereafter collectively referred to as the "Work" or "Alterations") more particularly described in the annexed document(s) and/or plans (hereinafter referred to as the "Plan") in the above-noted apartment ("Apartment") in the Building located at 366 West 11th Street, New York, New York (the "Building").

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 to be made with my 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 Work and, not more than ten 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 each of my contractor, or contractors and subcontractors (if any):

(i) Comprehensive personal liability and property damage insurance policies, each in the amount of \$1,000,000.00, which policies name: The 366 West 11th Street Condominium, Salon Realty Corp. as Managing Agent and 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) Worker's compensation and employees liability insurance policies, covering all employees of the contractor, contractors or subcontractors.

All such policies, or certificates (Accord 27 or its equivalent) evidencing their issuance, shall be delivered to you. In the event any of the insurance is cancelled or otherwise terminated for any or no reason, all Work will immediately cease until such time as you indicate that Work shall resume upon such new conditions and terms as you may reasonably require to protect the Condominium, the other Unit Owners, and any other Building occupants as well as the property of any of the foregoing.

(d) I shall furnish to the Condominium a letter from a licensed engineer or architect which shall certify that the electrical loads required as a result of this Alteration (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.

(e) I shall submit to you my contractor's written agreement waiving the right to file any mechanic's liens or other liens, attachments or encumbrances against the Condominium's property which may arise out of or in connection with the Alteration. Proof that the contractor has obtained similar waivers from all subcontractors shall be filed by me or my agents with the Managing Agent before such subcontractors commence the Work. If I am unable to obtain and deliver said waiver of liens, then I may, in lieu of such waivers, provide the Condominium with a Labor and Material Payment Bond from a surety company acceptable to the Condominium at no cost to the Condominium.

2. If you seek legal, engineering or architectural advice prior to granting permission for the Work during construction for periodic visits or after construction to certify compliance with the Plans, I agree to reimburse you, on demand, for any reasonable fees incurred, and if permission be granted, then, in any event, prior to commencement of the Work.

3. It is understood that:

(a) No Work will commence and no materials will be delivered to the Apartment unless and until I receive your express written consent thereto.

(b) The Condominium has the right to decline to give its consent to the proposed Alteration and to give its conditional consent as its Board of Managers deems practical or prudent. In the event such conditional consent is issued, I agree that I shall either (a) accept such conditions or (b) treat such conditional acceptance as a declination, in regard to the proposed Alteration.

(c) I assume all risks of damage to the Building and its mechanical systems, and to persons and/or property in the Building which may result from or be attributable to the Work being performed hereunder and all responsibility for the maintenance and repair of any Alterations and installations after completion. My responsibility covers all 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 Work, and the 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 Work, I shall, when so advised, promptly remove the cause of the problem. I assume all responsibility for any changes to the heating system in my Apartment, and understand that neither the Condominium nor the Managing Agent will be responsible for the failure of its performance.

(d) I recognize that there will be no change in the operation of the Building's heating system to facilitate the functioning of any heating units I may be installing.

(e) The Alterations and materials for the Work used shall be of the quality and style in keeping with the general character of the Building.

(f) I hereby undertake to indemnify you, your Board of Managers, your Managing Agent and tenants or occupants of the Building for any damages suffered to person or property as a result of the Work performed hereunder, whether or not caused by negligence, and to reimburse you and your Managing Agent for any expenses (including, without limitation, attorney's fees and disbursements) incurred as a result of such Work.

4. All permitted Work shall be completed within _____ 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 Work (including delivery of materials) shall be done, except between the hours of 8:00 A.M. and 5:00 P.M., Saturdays, Sundays and holidays excluded, and any Work which can produce unusual noises, and which might be disturbing to Building occupants, shall not be done before 9:00 A.M. In addition, I will schedule with the Building superintendent prior to starting any Work that may affect other Building residents.

6. All precautions will be taken to prevent dirt and dust from permeating other parts of the Building during the progress of the Alteration. The hallway carpet or other floor covering on the floor of the renovation will be covered and protected each day during Work hours. 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 material will be taken out of the Building and removed at my expense. I recognize that only the service elevator may be used for such removal and only at such times as the Superintendent of the Building may direct. If the convenience of other tenants requires that the service 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 the Alterations and installments and prior to the beginning of the Work, I will submit a deposit equal to 10% of the total cost of the project to be used towards any and all damages done to the common areas. I will pay all bills incurred in connection therewith, not later than thirty (30) days after completion of the Work. I represent that I have sufficient funds readily available necessary to complete and pay for the Alterations. If any mechanic's liens are filed for any Work claimed to have been done or materials alleged to have been

supplied, I shall cause such liens to be discharged within ten (10) days after such filing. If I fail so to do, you may exercise any or all of your rights and remedies under this Agreement, at my cost and expense.

8. At the completion of the Work, I will deliver to you an amended Certificate of Occupancy and a certificate of the Board of Fire Underwriters, if either be required. In addition, I will submit a statement sealed and signed by a professional architect or engineer, registered in the State of New York, which certifies that the Work has been completed and that said Work conforms to the Plans as approved by you or your agents. Said statement shall also certify that all Work has been executed in and conforms to all applicable laws, ordinances and Government regulations.

9. I recognize that by granting consent to the Work, you do not profess to express any opinion as to the design, feasibility or efficiency of the Work. I am responsible and will continue to remain responsible for the Work and any problem arising therefrom and that such responsibility will survive the completion of the Work.

10. My failure to comply with any of the provisions hereof shall be deemed a breach of the provisions of the By-laws pursuant to which your consent has been granted, and, in addition to all other rights, you may also suspend all Work and prevent workmen from entering my apartment for any purpose other than to remove their tools or equipment.

11. All names, addresses, telephone numbers, and N.Y.C. license numbers (if applicable) of all contractors and subcontractors must be furnished by me to the Managing Agent.

12. I assume all financial and legal responsibility to safely and properly remove any asbestos uncovered in the process of Alteration.

13. I assume all financial responsibility to replace any deteriorated or leaking piping exposed during the Alteration.

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

15. Prior to commencing the Work, I shall give at least five (5) days' written notice to the Condominium's Designated Engineer, the superintendent of the Building and the Managing Agent of the date the Work shall commence and the estimated duration of the Work.

16. Any damage caused to the Apartment or other areas of the Building, including, but not limited to, the common structure, infrastructure, mechanical systems equipment, elevators, doors and finishes of the Building, caused by or resulting from the Work, shall be covered by the insurance coverage required of me or my contractors or subcontractors, as the case may be. However, the existence of such insurance shall not relieve me of any liability therefor. If the Managing Agent advises me of any damage, which in the Managing Agent's opinion, was caused by the Work, I shall promptly submit such claim to my insurance carrier and to my contractors or subcontractors for

submission to their insurance carrier, as appropriate. I agree to use all reasonable efforts, and to cause the contractors and subcontractors likewise to use all reasonable efforts, to cause any insurance carrier insuring me or my contractors or subcontractors to expeditiously review and settle damage claims for which they are responsible. Nothing contained in this paragraph shall be deemed to relieve my obligation under this Agreement.

17. I hereby agree to indemnify and hold harmless the Condominium, the Condominium's agents and employees, the Managing Agent, and other Unit Owners and residents of the Building, their guests and invitees against any damages suffered to persons or property as a result of the Work. I shall reimburse the Condominium, the Condominium's Designated Engineer, Managing Agent, and other Unit Owners and residents of the Building for any losses, costs, fines, fees and expenses (including, without limitation, reasonable attorney's fees and disbursements) incurred as a result of the Work and/or the Unit Owner's or any contractor's or consultant's failure to conform with this Agreement or any law or ordinance which may be incurred by the Condominium in the defense of any suit, action, claim or violation in connection with the Work or the abatement thereof.

18. All of my contractors and subcontractors shall employ only such laborers as shall not conflict with any of the trade unions employed in the Building or otherwise cause disharmony with any Building service union. The Contractor shall acknowledge this Agreement and agrees to, and shall cause all subcontractors to, abide by all of the rules and regulations of the Condominium.

19. I agree that all water, steam and gas valves will be readily accessible. If any portion of the Work should enclose such valves, contrary to the provisions of this Agreement, if requested by the Condominium's Designated Engineer, such portion shall be uncovered at my expense for observation. Such enclosure shall be opened and replaced at my expense.

20. I will not allow the halls, sidewalks, courtyards and other public areas to be used for the storage of Building materials or debris and agree that the floor of the back halls that will be used in connection with the Work will be covered with construction paper during the Work. If the Work mars or damages the halls, stairs or elevators, the Condominium may repair them at my expense. I will take or cause their contractors to take all precautions necessary to prevent damage to the carpeting and wallpaper in the Building's hallways, elevators (including the doors and appurtenances) and to other common areas during the progress of the Work. If I shall fail to promptly perform any repair, and the Condominium agrees to complete same, I shall promptly pay all reasonable bills for such repairs.

21. I agree that functioning fire extinguishers and smoke alarms will be maintained in the Apartment during the Work. I agree that the Work shall not block access to any fire exits in the Building. I shall have smoke detectors installed within 15 feet of every sleeping area on the ceiling or wall pursuant to Local Law 62 of 1981 of the City of New York, and I shall install window guards if a child or children 10 years old or under lives or resides in the Apartment pursuant to Section 131.15 of the New York City Health Code.

22. In addition, I agree and acknowledge that:

a. The Federal Task Force on Lead-Based Paint Hazard Reduction has recommended certain maintenance practices, including (1) limiting access to the work area to only workers, (2) isolating the work area with 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. The Task Force has indicated that certain removal practices are unsafe, 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 of less than one square foot per room). I hereby undertake and agree that I shall cause my contractors and/or workers to perform the Work consistently with the recommendations of the Task Force and shall, upon completion of the Work perform specialized cleaning of the Work area using methods designed to safely remove dust and debris which may contain lead. In the event my contractor(s) fails to comply with these requirements, I agree to indemnify the Condominium and managing agent, and hold them harmless from any liability thereof.

b. No more than sixty (60) days prior to beginning the Work, the 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 anybody other than myself, the contractor shall provide the occupant with the Pamphlet. The contractor shall be responsible for obtaining my acknowledgement of receipt of the Pamphlet or a certificate of mailing evidencing same. I hereby acknowledge that the Condominium has no liability or obligation in connection with this notification requirement of the EPA.

23. I shall not do or permit any act or thing to be done contrary to law, or which will invalidate or be in conflict with any provision of any liability, multi-peril casualty or other insurance policies carried by me or for my benefit. I shall comply with all federal, state and local laws, rules and regulations pertaining to asbestos and other hazardous material, as the same have been or may be promulgated, supplemented or amended from time to time prior to and during the abatement work.

24. I expressly represent that:

a. I release the Condominium, the Managing Agent, the Condominium's agents and employees from any liability for damage to the portions of the Apartment affected by the Work which may occur in the performance of building maintenance repairs. Notwithstanding anything to the contrary contained in the By-Laws, I accept sole responsibility for the Work and costs in connection with the maintenance, repair, restoration or replacement of any portions of the Apartment affected by the Work, and acknowledge that such responsibility shall pass to the my successor-in-interest in the Apartment.

b. I, on my own behalf or on the behalf of my successor in interest, (i) shall advise each subsequent contract-vendee of my interest in the Condominium of the Work undertaken by my interest and the Purchaser's obligations under this Agreement; (ii) shall provide copies of the Plans and this Agreement to the contract-vendee; (iii) shall waive any claim or cause of action

against the Condominium, the Board of Managers or the Managing Agent, for advising a potential purchaser of the obligations of the owner of the Apartment under this Agreement, and (iv) have the Assumption of Alteration Agreement, in substantially the same form annexed as Exhibit B, executed by any successor-in-interest.

Annexed hereto are the Plans and a rider of _____ pages which is made a part of this agreement.

Very truly yours,

Permission Granted:

See Attached Conditions (Check Box if Applicable or Delete If Inapplicable):

THE 366 WEST 11th STREET CONDOMINIUM

By _____

Member of The Board Of Managers

By _____

Managing Agent