AKAM
EST. 1983

85 Livingston Tenants Corp. - Alteration Instruction Sheet

Please fill out & sign the alteration agreement and attach the following:

- Detailed scope of work for the project with room by room description of all work proposed.
- Summary of plumbing work proposed (if applicable)
- Summary of all electrical work proposed (if applicable)
- Architectural plans – if applicable
- Copy of licenses for all contractors and sub-contractors
- Proposed start date and end date
- Security Deposit Check per the alteration agreement made out to: 85 Livingston Tenants Corp.
- Alteration fee of $750 made out to: AKAM Associates, Inc.
- Certificate of insurance for all contractors and sub-contractors, with the following requirements:

Liability Insurance: $1,000,000 minimum, policy number and expiration date
Umbrella Liability: Five $5,000,000 Adjustable (up or down) based on what work is being done
Workers Compensation: $1,000,000 minimum, policy number and expiration date
Certificate Holder: 85 Livingston Tenants Corp.
c/o AKAM Associates, Inc.
99 Park Avenue, 14th FL
New York, NY 10016

Additional Insured: 85 Livingston Tenants Corp. – 85 Livingston St., Brooklyn, NY 11201
AKAM Associates – 99 Park Avenue, 14th FL, NY, NY 10016

Construction Hours permitted (Monday – Friday):

- 9:00am-5:00pm Construction is allowed

Send completed application documents to:

AKAM Associates, Inc.
C/O Matthew Czachor
99 Park Avenue, 14th Floor
New York, NY 10016
mczachor@akam.com

All alterations are subject to architectural review by the building's architect at the shareholder's cost. This review is done on an hourly basis as approximately $275 per hour. How many hours billed depends on many factors including but not limited to the scope of work, the level of detail included in the initial submission and all subsequent responses to the engineer's questions/comments. After such review the Board will review the project. No alteration may start without written approval from the Board or management.

ALTERATION POLICY
85 LIVINGSTON TENANTS CORP.

Dear Shareholder(s):

The alteration policy regarding renovation work at 85 Livingston Street requires that all Shareholders obtain written permission from the Board of Directors and Managing Agent for any construction, alterations or improvements that they desire to make in their apartment, and execute an Alteration Agreement in the form approved by the Corporation.

Minor alterations and ordinary repairs which do not change the form or structure of the apartment do not require Board approval, however, Managing Agent approval is required. The managing agent and/or the Board of Directors will be the sole and exclusive authority to determine what particular alterations are minor and which are not. These minor alterations and ordinary repairs consist of, but are not limited to: installation of shelves; replacement of stoves, refrigerators, etc.; and replacement of kitchen or bathroom fixtures with fixtures to be located in the same location and which do not require pipes or electrical wiring within the walls of the apartment to be altered. For this minor work, shareholders should submit written notification to Management indicating type of work to be performed, date that work will commence and Certificates of Insurance where deemed necessary. A $750 alteration fee must be submitted to AKAM Associates, Inc. for processing the application. (This fee does not apply to one minor alteration work including painting, sanding & refinishing hardwood floors, replacement of an appliance etc.. but does apply to bathroom and/or kitchen renovation even when an architect's review is not determined necessary).

If the Board of Directors or Managing Agent determines that the Building's Architect or Engineer should review and approve the plans and specifications for any work in your apartment, you will be required to pay any and all fees to the Architect/Engineer.

If the Buildings' Architect/Engineer determines that the work indicated requires filing with the New York City Department of Buildings, no work can begin until all the necessary permits are received. The Shareholder shall incur all fees in connection with filing.

Shareholder must submit a copy of the entire contract specifying cost of job, work to be performed and estimated completion date.

Contractors must obtain and submit Certificates of Insurance for Workmen's Compensation, Property Damage and Liability Insurance. The insurance certificates must include the Apartment Corporation and AKAM Associates, Inc. as additional insured.

All contractors must always sign in and out of the building and wear the identification badge issued by the building while in the building.

Shareholder will be notified as to the security deposit required which is based upon the extent of work to be performed. This security deposit will be refunded to you once Management received a written sign-off by your licensed architect and contractor stating that all work was done in compliance with plan submitted and is in compliance with New York City Building codes. Any damages resulting from construction will be deducted from this deposit. In addition, Shareholder will

be responsible for all costs and damages that exceed the security deposit. In addition, Shareholder will be responsible for all costs and damages that exceed the security deposit.

In all cases, Shareholder must notify the Superintendent, at least 72 hours in advance of delivery of materials to the building and date work is to commence. Any Shareholder failing to so notify the super intendent shall be charged $100.00 for liquidated damage.

In all cases, renovation work must be performed between the hours of 9:00 a.m. to 5:00 p.m., Monday through Friday (except Holidays see attached list). Any shareholder failing to follow these times for construction shall be charged $1,000 for liquidated damages.

If, in the opinion of the Board of Directors or Managing Agent, the alterations are such whereby large amounts of building materials are required, the Shareholder will be required to pay for the services of an individual whom the Board of Directors or Managing Agent will employ to remain in the lobby while the contractor delivers the materials in order to insure that the security of the building is safeguarded. The Shareholder will be responsible for any and all damages resulting from breach in security as caused by alterations and deliveries.

The Board of Directors reserves the right to impose damages for violations of the terms to this agreement.

In all cases, Shareholder will be responsible for any fees charged by the Building's Attorneys in the event any litigation arises from your alterations. Shareholder agrees to bear all legal costs incurred by the Apartment Corporation in connection with the alterations.

In the event you desire to perform any alterations or improvement to your apartment, please contact the management team at 85Livingston@akam.com to obtain the necessary forms and/or to ask any specific questions regarding same.

Sincerely,

AKAM Associates, Inc.

85 Livingston Tenants Corp.
85 Livingston Street
Brooklyn, NY 11201

ALTERATION AGREEMENT

I hereby acknowledge and agree to abide by the above rules and regulations and agree to pay any fees incurred by the Apartment Corporation with regard to alterations in my apartment and the agreement stated above.

_____ _____

Shareholder Date

_____ _____

Shareholder Date

85 Livingston Street

Alteration Policy Additional Notes

1. Supplementing paragraph 18. When bathrooms and/or kitchens are to be altered, and risers are to be exposed and while they are exposed, the Building plumber or a representative designated by the Building, at shareholder's expense, should be notified in order to perform an inspection of such risers. If necessary, at the Building's expense, risers within the apartment must be replaced. In the event any fixtures, pipes or plumbing are to be altered in connection with the Work, you shall, at your expense, replace all such plumbing up to the point of the system riser, and such replacement shall be subject to inspection and approval by the Owner's representative. You shall provide notice to the Building Superintendent no less than one (1) week prior to any necessary shut-off to any part of the Building's water and plumbing system in connection with the Work.

2. Washing/drying machines can only be installed when units are combined and one bathroom or kitchen is eliminated. Washing/dryer machines to discharge into holding sink and simultaneously a solenoid valve will activate the hot water faucet to further dilute the detergent contents from the washing machine discharge. The diluted waste will then be released at a rate approximately three times slower into the building piping, thereby alleviating the demands of the building. If there should be any complaints, the washing/dryer machine must be removed. Washing machine to be front loading and low water consumption machine.

3. Whirlpool tubs to be allowed only if it is agreed and signed by shareholder that all possible sound, water and vibration barriers will be installed. If there should be any complaints from other tenants the motors from these tubs will be removed.

4. If your scope of work includes changing any plumbing fixture (sink, toilet, tub, etc.), all plumbing branch lines connected to said fixture are to be replaced back to the building's risers.

5. In each case where the floors in an apartment are being renovated and the current flooring is being removed, a soundproofing barrier must be placed before installing new flooring.

6. Any proposed deviations from these guidelines must be submitted in writing to the managing agent (with all related back up) for board review and consideration.

7. Where the scope of work includes the replacement of pipes, requires waterproofing, or soundproofing the building engineer (at the shareholder's expense) must inspect all work done prior to the closure or installation of any walls, floors, or tiles. If any such closure/installation occurs before an inspection is completed the building reserves the right to have the shareholder remove such items at their own expense. One weeks advance notice is to be given to management in order to coordinate the inspection.

RIDER TO ALTERATION AGREEMENT

AGREED AND ACCEPTED:

_____ _____

Shareholder Date

_____ _____

Shareholder Date

85 LIVINGSTON TENANTS CORP.
ALTERATION AGREEMENT

Date:

Shareholder
85 Livingston Tenants Corp.
AKAM Associates, Inc.
99Park Avenue,
14th FL
New York, New York 10016

Re: Apartment Number_____ (the "Apartment")
85 Livingston St.
Brooklyn, New York 11201 (the "Building")

Dear Board Members:

Pursuant to the House Rules and the Proprietary Lease between 85 Livingston Tenants Corp. (the "Corporation"), the undersigned (herein referred to as "Shareholder") hereby requests permission to make the alterations described in the accompanying plans and specifications (herein collectively referred to as the "Work") in the Apartment, which Work shall be completed by _____20 , a date which is not more than three hundred and sixty five (365) days from the date of the commencement of the Work (the "Completion Date"), and agrees to the following terms and conditions:

2. **Shareholder's Submissions.** Shareholder herewith delivers to the Corporation:

a. Detailed plans, specifications and drawings of the Work, including a room-by-room list of all alterations to be undertaken, and if required by the Corporation, detailed plans and specifications and schedule of fixtures and appliances (the "Plans") prepared by a licensed architect or engineer (enumerated on Exhibit "A" hereto), which shall not be modified by the Shareholder after they are approved by the Corporation's architect or engineer without the architect's or engineer's subsequent approval.

b. A check with respect to the security deposit payable in connection with this Agreement in the sum equal to 10% of the contract price or $1,500 whichever is greater, payable to the Corporation, in accordance with paragraph 15 of this Agreement, if applicable.

c. A check with respect to the non-refundable processing fee in connection with this request in the sum of $750 payable to AKAM Associates, Inc., the Managing Agent for the building

3. **Renovation Guidelines.** Shareholder agrees to abide by and is responsible for making certain that its Contractor abides by the Building's Rules and Regulations applying to Contractors and the Building's Renovation Guidelines contained in Exhibit "B".

4. Corporation's Review of Work as Proposed. Shareholder acknowledges that the Corporation may designate an architect or engineer, who shall, at Shareholder's expense, (a) review plans and specifications for the Work and (b) from time to time observe the Work to ensure that the Work conforms to the approved Plans and is otherwise in conformity with the requirements of this Agreement. **This review is done on an hourly basis as approximately $275 per hour. How many hours billed depends on many factors including but not limited to the scope of work, the level of detail included in the initial submission and all subsequent responses to the engineer's questions/comments.**

Shareholder shall provide access to the Apartment, from time to time, to permit the Corporation's architect, engineer, Managing Agent, the superintendent of the Building, or any other person the Corporation may authorize, to observe and inspect the Work. Shareholder agrees to make all corrections specified by the Corporation as a result of such inspections, provided such corrections are necessary to bring the Work into conformity with the plans and specifications previously approved by the Corporation.

5. **Pre-Conditions to Commencement of Work by Shareholder.** Shareholder agrees, before the Work is begun:

a. **Submission of Contracts.** Upon the request of the Corporation or its architect or engineer, to provide the Corporation with complete and conformed copies of every agreement made with contractors, subcontractors and suppliers;

b. **Secure and Submit Proof of Needed Governmental Approvals.** If required by laws, rules, orders, or governmental regulations, to file plans, forms or applications (including without limitation any asbestos-related forms filed in support of any applications) with, and procure the approval, permits, licenses, consents of all governmental agencies having jurisdiction over the work including, but not limited to, the New York City Buildings Department, the Board of Fire Underwriters and the Landmarks Preservation Commission, if required, and, not more than ten (10) business days after receipt of such approval, to deliver to the Corporation a copy of every permit or certificate issued. The determination of the Corporation's architect or engineer as to the need for any such approval shall be conclusive;

c. **Obtain Amended Certificate of Occupancy, If Necessary.** If, under applicable law, the Work requires 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 Work with the New York City Buildings Department within thirty (30) days of the Corporation's written approval of such plans and specifications. A

copy of any such application shall be simultaneously submitted to the Corporation. If required under applicable law, Shareholder will file an application for an amended Certificate of Occupancy within thirty (30) days after completion of the Work. 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.

d. **Obtain Required Insurance.** To procure from Shareholder's contractor or contractors the insurance policies described on Exhibit "D" attached hereto, which policies shall name the Corporation the Corporation's officers, directors, shareholders, architect or engineer, the Managing Agent, and Shareholder, as parties insured. Such policies shall provide that they may not be terminated until at least ten (10) days after written notice to the Corporation.

e. **Ventilation Shafts.** Under no circumstances shall any opening be made into a building ventilation shaft without specific written permission.

All such policies or certificates evidencing the issuance of the same shall be a) with companies that are reasonably acceptable to the Corporation, and b) delivered to the Corporation before the Work commences.

6. **Shareholder to Give Notice of Actual Commencement of Work.** Prior to commencing the Work, Shareholder shall notify the Building's superintendent and Managing Agent, and of the date the Work shall commence and the estimated duration of the Work. A copy of a form of such notice is annexed hereto as Exhibit C.

7. **Work Done at Shareholder's Risk.** Any damage to the Apartment or other areas of the Building, including, but not limited to the common structure, infrastructure, equipment, elevators, doors and finishes of the Building, caused by or resulting from the Work, shall be covered by the insurance coverage required of Shareholder, or Shareholder's contractor(s) or subcontractor(s), as the case may be. However, the existence of such insurance shall not relieve Shareholder of liability therefore. If the Board of Directors or Managing Agent advises Shareholder of any damage, which in the Board of Directors' or Managing Agent's opinion, was caused by the Work, Shareholder shall promptly submit such claim to their insurance carrier and to their contractor(s) or subcontractor(s) for submission to their insurance carrier, as appropriate. Shareholder agrees to use all reasonable efforts, and to cause the contractor(s) and subcontractor(s) likewise to use all reasonable efforts, to cause any insurance carrier insuring Shareholder or Shareholder's contractors or subcontractors to expeditiously review and settle damage claims for which they are responsible.

8. **Indemnification by Shareholder.** Shareholder hereby indemnifies and holds harmless the Corporation, its Board of Directors, the Corporation's architect or engineer, the Managing Agent, and other shareholders and residents of the Building against any damages suffered to persons or property as a result of the Work, whether or not caused by negligence, and

for any and all liabilities arising therefrom or incurred in connection therewith. Shareholder shall reimburse the Corporation, the Corporation's architect or engineer, Managing Agent, and other shareholders and residents of the Building for any losses, costs, fines, fees and expenses (including, without limitation, reasonable attorneys, fees and disbursements) incurred as a result of the Work.

9. **Work Done at Shareholder's Expense.** Shareholder accepts sole responsibility for the Work and for all costs in connection with the Work.

10. **Shareholder to Pay for Corporation's Professional Fees.** If the Corporation obtains legal, engineering or architectural advice either prior or subsequent to granting permission, Shareholder agrees to reimburse the Corporation, on demand, for any reasonable fees incurred, and if permission be granted, then, in any event, prior to commencement of the Work. Shareholder understands and agrees that all costs of labor, equipment and materials incurred by the Corporation, shall be charged to Shareholder. Any such charges shall be billed monthly. Shareholder will pay for additional staff or services, including but not limited to security or cleaning deemed necessary by the Board of Directors or Managing Agent but not provided by the contractor. Any such charge will be deducted from the "wear and tear" reserve specified in 1B.

11. **Shareholder's Contractor to Cooperate with Building Labor.** All of Shareholder's contractors and subcontractors shall employ only such laborers as shall not conflict with any of the local regional trade unions employed in the Building or otherwise cause disharmony with any Building service union.

12. **Shareholder's Responsibility for Consequences of Work.** Shareholder assumes all risks of damage to the Building and its mechanical or electrical systems, and to persons and property in the Building which may result from or be attributable to the Work being performed hereunder. Shareholder assumes all responsibility for the maintenance and repair of any alterations and installations in the Apartment after completion. This responsibility covers all aspects of the Work, whether or not structural, including without limitation, weather tightness of windows, exterior walls or roofs, waterproofing of every part of the Building directly or indirectly affected by the 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 Work, Shareholder shall, when so advised, promptly remove the cause of the problem.

13. **Shareholder's Work Not to Change Building Temperature Control System.** Shareholder recognizes 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 apartments Shareholder may be installing.

14. **Deadline for Shareholder's Work and Consequences of Failing to Meet It.** Shareholder shall use its best efforts to ensure that the proposed Work is completed expeditiously, but in any event all Work shall be completed by the Completion Date

Upon Shareholder's written request (which request shall be submitted to the Corporation at least thirty (30) calendar days prior to the Completion Date), the Completion Date shall be subject to not more than 1 extensions of thirty (30) calendar days upon the Corporation's written approval, which approval shall not be unreasonably withheld or delayed. Any additional extensions shall be subject to Board approval, upon good cause shown. Shareholder shall, before any continuation period begins, provide the Corporation with the written reaffirmation of Shareholder and Shareholder's contractors of their continued agreement with all terms and Conditions of this Agreement.

If consent to an extension is not granted, but the Work nonetheless continues, the Corporation shall be entitled to apply from the funds provided pursuant to paragraph 15 of this Agreement the amounts set forth in the preceding sentence without prejudice and in addition to all other remedies.

If the funds provided pursuant to paragraph 15 are fully applied, Shareholder agrees to pay all amounts due under this paragraph to the Corporation in weekly installments, and Shareholder agrees that any consent granted by the Corporation under this paragraph 13 may be revoked by the Corporation immediately if Shareholder fails to comply with the payment requirements of this paragraph or any other requirements of this Agreement.

All time limitations set forth in this paragraph 13 shall be extended for delays caused by or attributable to acts of God, unusual weather conditions or strikes not attributable to Shareholder's or Shareholder's contractors, or other agents, bad faith, but in no event shall such permitted extensions exceed sixty (60) days.

15. **Work Hours and Noise.** The Work shall not be performed, except between the hours of 9:00 a.m. and 5:00 p.m. Monday through Friday. All contractors and workmen must exit the Building by 5:00 p.m. each day. The Work shall not be performed on Saturdays, Sundays and holidays. The Corporation shall be the sole arbiter should there be any doubt as to noise levels which may be disturbing. Fine schedule for noise complaints are as follows: First Complaint: Written Warning. Second Complaint: $50 Fine. Third Complaint: $100 Fine. Fourth Complaint and any subsequent complaints: $250 Fine for each. Fines will be taken from the security deposit following a written notice.

16. **Shareholder's Security Deposit.** As security for the faithful performance and observation by Shareholder of the terms and conditions of this Agreement, Shareholder has deposited the sum indicated in paragraph 1(b) with the Corporation. In the event that Shareholder or persons engaged by Shareholder to perform the Work cause loss, cost, or expense to the Corporation, including without limitation any loss, cost or expense arising from or relating to:

a. the fees of the Corporation's architect or engineer to review the plans and specifications or to review from time to time the progress of the Work;

b. the fees of the Corporation's attorneys engaged in the event of Shareholder's breach or alleged breach of the provisions of this Agreement, or otherwise in connection with the Work;

c. damage to the Building's hallways or to any common areas (including without limitation, the cost of cleaning, painting or repairing the same if soiled or otherwise damaged),

d. delays in completion of the Work, as more specifically referred to in Paragraph 13 of this Agreement,

e. additional security as required, or

f. any other expenses incurred by the Corporation in connection with any complaints or breach of this Agreement.

Shareholder agrees that the Corporation may use, apply or retain the whole or any part of the security so deposited and the interest earned thereon, if any, to the extent required for the payment thereof. If the deposit is diminished by one-half of the original amount, Shareholder shall replenish it to the full amount within (3) days after written demand. Shareholder's failure to so replenish the security deposit shall be a material breach of this Agreement and shall entitle the Corporation to stop all work hereunder, and/or exercise any remedies it has hereunder.

If Shareholder shall comply with all of the terms and conditions of this Agreement, the security deposit or remaining balance thereof, if any, shall be returned to Shareholder.

17. **Certain Precautions To Be Taken By Shareholder.** In addition to adhering to the Building's Rules and Regulations applying to Contractors and the Building's Renovations Guidelines contained in Exhibit B, Shareholder will take or cause their contractors to take all precautions necessary to prevent injury to the Building's hallways, elevators (including the doors and appurtenances) and to other common areas during the progress of the Work. Shareholder will NOT provide keys to outside contractors or subcontractors. Contractors and subcontractors will require a crew member to monitor all unloading and transport of materials into the building - EXTERNAL DOORS MAY NOT BE LEFT OPEN AND UNATTENDED UNDER ANY CIRCUMSTANCES. Furthermore, contractors and subcontractors must be advised that unidentified persons (e.g. delivery persons, sales representatives, visitors, etc.) who are not in possession of a key will not be permitted to enter the building as a result of contractor, subcontractor or crew entry.

18. **Prohibited Construction Methods.** Shareholder will not interfere or permit interference with the Building's intercom system, gas, electric, water or any other service.

19. **New Valves to Remain Accessible. Branch Lines to be replaced.** Shareholder agrees that all water, steam, and gas valves will be reasonably accessible. Further, if your scope of work includes changing any plumbing fixture (sink, toilet, tub, etc.), all plumbing branch lines connected to said fixture are to be replaced back to the building's risers. Once the branch lines are replaced, prior to closing up the wall, Shareholder must contact the Managing Agent, or the building's consulting architect/engineer, to inspect the branch lines.

Pursuant to Paragraph 24, if the branch lines have not been inspected by an agent of the cooperative, the Shareholder, at their sole expense, will be required to open the wall for inspection.

20. **Exterior Walls to Remain Intact.** Shareholder agrees that exterior walls shall not be penetrated without the explicit and separate approval of the board.

21. **Use of Public and Common Areas During Work.** Shareholder will not allow the sidewalks, courtyards and other public areas to be used for the storage of building materials or debris and agrees that the floor of the halls, passageways and stairways to be used in connection with the Work will be covered with construction plastic during the Work. If the Work mars or damages the hallways, stairs, or elevators, the Corporation may repair them at Shareholder's expense if Shareholder shall fail to promptly do so or if, in the Board's sole opinion, the Shareholders repairs were inadequately performed and shareholder shall promptly pay all reasonable bills for such repairs. If the Board of Directors or Managing Agent determines that the project will require extensive use of the elevator, it may require the Shareholder to contract for and to use a boom for transport of all materials. Use of the elevator must be scheduled with the superintendent for the Building.

22. **Shareholder to Maintain Certain Safety Precautions.** Shareholder agrees that functioning fire extinguishers and smoke alarms will be maintained in the Apartment during the work. Shareholder understands and agrees that window guards must be installed as required by law if a child or children ten (10) years old or under resides in the Apartment.

23. **Fire Exits to Remain Accessible.** Shareholder agrees that the Work shall not block access to any fire exits in the Building.

24. **Shareholder to Control Refuse, Dirt, Dust, etc.** All precautions will be taken by Shareholder to prevent dirt and dust from permeating other parts of the Building during the progress of the Work. 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 Apartment at Shareholder's expense. Shareholder recognizes that only 1,500 lbs. may be placed in the elevator at any time and that the elevator may only be used consecutively for 30 minutes for such purposes. Elevator use that requires more than five (5) consecutive minutes is not permitted before 9:00 a.m. or after 4:30 p.m. The superintendent of the Building may direct construction crews to cease elevator use if other shareholders require its use. If the Board of Directors or Managing Agent determines that the project will require extensive use of the elevator, it may require the Shareholder to contract for and use a boom for all materials transport. Shareholder shall not permit dumpsters or garbage containers to be parked outside the building for more than a two (2) week period during the work. Shareholder shall not permit any dumpster or garbage container to be parked in front of the entrance of the building. Notwithstanding the foregoing, the placement of any dumpsters must comply with all governmental regulations, including without limitation, obtaining any necessary permits.

Shareholder will require EPA Standard dust-proof partitions erected to protect common areas. Fumes and odors will be contained in the apartment under construction: forced ventilation will be used within the apartment so that hallway doors remain shut during heat gun paint

removal, floor sanding and refinishing and other noticeable procedures until odors have dissipated. Construction tools and materials will be maintained in the shareholder's apartment and not placed in hallways, passageways, or stairways. Board of Directors, Superintendent or Managing Agent will have sole authority to determine if Shareholder has not met the requirements to control refuse, dirt, dust, etc. according to EPA and Lead paint laws and guidelines and has affected the health or safety of other Shareholders or the structure of the Building itself. Board of Directors or Managing Agent may require work to cease immediately until an unsatisfactory situation has been corrected.

25. **Shareholder to Reopen Enclosed Areas.** If any portion of the Work should be enclosed contrary to the provisions of this Agreement, if requested in writing by the architect or engineer, such portion shall be uncovered at Shareholder's expense for observation. Such enclosure shall be opened and replaced at Shareholder's expense.

26. **Shareholder to Deliver Certificates.** Promptly after the completion of the Work, 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 Work has 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 Work has been executed in conformance with those plans. As long as the Shareholder complies with this Agreement and there is no cost or other obligation to the Corporation, the Corporation shall execute the forms required by the government entity having jurisdiction over the Building in order to permit the Work to proceed.

27. **Shareholder to Comply with Laws, etc.** Shareholder 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 Shareholder or for Shareholder's benefit.

28. **Shareholder to Correct Work Rejected by the Corporation.** Shareholder shall promptly correct all parts of the Work (whether or not such work is fabricated, installed or completed) rejected by the Corporation because of its failure to conform to the plans and specifications previously approved by the Corporation or with the requirements of this Agreement or the laws, rules, orders or regulations of any governmental authority having jurisdiction over the Building or which violates any policy of insurance maintained by the Corporation or contrary to the Proprietary Lease. Shareholder shall bear all costs of correcting such rejected parts of the Work, including the compensation for additional services of any architect or engineer made necessary thereby.

29. **Responsibility of Shareholder and Shareholder's Successor in Interest.**

a) Shareholder agrees that the responsibility for maintaining and repairing the Work 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 Work.

b) If the Work 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 Work, including without limitation, any and all costs relating to leakage and/or seepage in Shareholder's apartment and/or adjacent apartments. In the event that there is a complaint concerning noise, vibration or exhaust heat 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 of the Corporation's shares appurtenant to the Apartment (a "Purchaser") of the Work 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 Building, for advising a potential Purchaser of the obligations of the owner of the Apartment under this Agreement.

30. **Liability of Shareholder and Shareholder's Successor-in-Interest.** Shareholder further agrees that Shareholder and Shareholder's successor-in-interest in residence in the Apartment shall bear any and all costs for any plumbing leaks or other conditions which cause damage to adjacent apartments or other apartments in the Building, if such leakage or damage results from alterations made or equipment installed as part of the Work.

31. **Hazardous Material.** Shareholder 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. In addition, Shareholder agrees to indemnify the Corporation for any and all loss, costs, expenses (including without limitation reasonable attorney's fees and disbursements), damages, liabilities or 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 the abatement-work.

32. **Work is of Shareholder's Sole Design.** Shareholder recognizes that by granting consent to the Work, the Corporation does not express any opinion as to the design, feasibility or efficiency of the Work.

33. **Miscellaneous.** This Agreement may not be changed orally. This Agreement shall be binding on legal representatives, successors and authorized assigns. Captions are for the purposes of convenience of reference only and are not to be considered in interpreting this Agreement.

34. **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 WORKMEN 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 THE WORK. ANY DEVIATION FROM THE WORK APPROVED IN THIS ALTERATION AGREEMENT SHALL VOID IN ITS ENTIRETY THE PERMISSION GRANTED HEREIN.

35. Shareholder shall have smoke detectors and CO 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 Shareholder 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.

36. By executing this Alteration Agreement the Corporation is granting permission to the Shareholder to perform the Work 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 agents' violation of the terms of this Agreement. The Corporation also agrees to perform its obligations under this Agreement.

37. The Shareholder shall cause the Shareholder's contractors and/or workers to use safe work practices during the work and take precautions to prevent the spread of dust and debris which may contain lead.

The Federal Task Force on EPA and Lead-Based Paint Hazard Reduction has recommended certain maintenance practices, including (1) limiting access to the work area to only workers, (2) covering the work area with polyethylene plastic or equivalent, (3) protecting the workers, (4) protecting the Shareholder's 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).

The Shareholder shall cause the Shareholder's contractors and/or workers to perform their 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.

The Shareholder shall receive assurances acceptable to the Corporation from the Shareholder's contractors and/or workers that they are licensed in EPA and lead-based paint hazards and they will perform the work and clean-up the work in a manner which will avoid creating EPA and lead-based paint hazards.

Very truly yours,

_____
Shareholder

_____
Shareholder

CONSENT TO ALTERATION GRANTED:

85 Livingston Tenants Corp.

By:_____

EXHIBIT A

SHAREHOLDER'S PLANS

EXHIBIT B

85 Livingston Tenants Corp.
CONTRACTOR RULES AND REGULATIONS

1. Contractors shall be required to do probes before removing any walls within the Apartment.

2. All walls must remain open until the Corporation's agent (i.e. Managing Agent or Building's engineer/architect) and/or any governmental agency having jurisdiction thereof has had an opportunity to inspect the Work. See also, Alteration Agreement, Paragraph 24.

3. All branch lines to and from any plumbing or electrical risers shall be the responsibility of the Shareholder.

4. No contractor shall be permitted to use air-powered tools or pneumatic jackhammers or electrical hammer equipment.

EXHIBIT C

FORM OF NOTICE TO MANAGING AGENT AND BOARD OF DIRECTORS OF PENDING ALTERATION WORK

5. **Shareholder to Give Notice of Actual Commencement of Work.** Prior to commencing the Work, Shareholder shall notify the Building's superintendent and Managing Agent of the date the Work shall commence and the estimated duration of the Work.

Email package to 85Livingston@akam.com

Super: Miguel Montalvo (917) 257-7774

Scheduled Start Date and proposed length of pending Alteration:

EXHIBIT D

85 Livingston Tenants Corp.
Shareholder's Contractor or Contractors Insurance Policies

- Liability Insurance $1,000,000 minimum, policy number and expiration date
- Worker's Compensation, policy number and expiration date not less than $1 million

The following parties must be additional insured in order to protect the board, property, staff, management and shareholder:

- 85 Livingston Tenants Corp. – 85 Livingston St., Brooklyn, NY 11201
- AKAM Associates, Inc – 99 Park Avenue, 14th FL, New York, NY 10016
- Certificate Holder: 85 Livingston Tenants Corp.
  c/o AKAM Associates, Inc.
  99 Park Avenue, 14th FL
  New York, NY 10016

85 LIVINGSTON TENANTS CORP.
INDEMNITY/HOLD HARMLESS PROVISION

Name of Resident: _____

Unit Number: _____

The Shareholder _____ hereby indemnifies and holds harmless the Managing Agent (AKAM Associates, Inc.), the Corporation (85 Livingston Tenants Corp.), its Board of Directors, employees, shareholders and residents of the Building against any damages suffered to persons or property as a result of the Work, whether or not caused by negligence, and for any and all liabilities arising there from or incurred in connection therewith. The Shareholder shall reimburse the Corporation, Managing Agent, and other shareholders and residents of the Building for any losses, costs, fines, fees and expenses (including, without limitation, reasonable attorneys, fees and disbursements) incurred as a result of the Work.

_____
Signature of Shareholder

_____
Please Print Name of Shareholder

Date: _____

85 LIVINGSTON STREET
HOLIDAY SCHEDULE

On the following holidays, no work, move-in/move-out or major deliveries are permitted at 85 Livingston:

New Year's Day/New Year's Day 'Observed'
Martin Luther King Day
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Rosh Hashanah
Yom Kippur
Columbus Day
Veterans Day
Election Day
Thanksgiving Day
Friday after Thanksgiving
Christmas Day

If you have any questions concerning no work holidays please contact:
Matthew Czachor at 212-271-0302

85 LIVINGSTON STREET
HOLIDAY SCHEDULE ACKNOWLEDGEMENT

Apt: _____

I _____ acknowledge that I was provided with a list of days that work is not permitted to take place in the building.

_____
Signature

_____
Date