

TO: _____, Owner

RE: Apartment No. _____

C/O Heights Real Estate Company. *Managing Agent* Building

369 East 62nd Street
New York, NY 10021

Gentlemen:

Pursuant to paragraph # 3 of my Proprietary Lease, I hereby request permission to install the equipment and make the alterations described in the annexed document (hereafter collectively referred to as the “work”) in the above apartment.

If such permission be granted: Commencement Date: _____
Completion Date: _____

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. (Attached is scope of work with Plans/drawing.)

(b) If required by law or Government regulations, to file plans with and procure the approval of all Governmental Agencies having jurisdiction over the work, and not more than ten (10) days after receipt of such approval, to deliver to 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. All plumbing work must be done by licensed plumbers and all electrical work must be done by licensed electrician. Plumber and electricians must comply with all NYC Codes.

(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 your Managing Agent, as well as myself as parties insured. Such policies shall provide that they may not be terminated until at least ten 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.

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

(d) No construction/alteration shall start without prior written approval from the Board.

(1)

2. If you are required or shall deem it wise to seek legal, engineering or architectural advise 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 work. I UNDERSTAND ALL PLANS, AGREEMENTS, PROPOSALS, ETC., MUST BE IN TRIPLICATE. GAS LINES ARE NOT TO BE MOVED OR ALTERED!

(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 work being performed hereunder and all responsibility for the maintenance and repair of any alterations and installations after completion. This 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 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.

(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 alterations and materials used shall be of the quality and style in keeping with the general character of the building.

(d) I undertake to indemnify you, 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 attorneys' fees and disbursements) incurred as a results of such 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 paragraph _____ thereof, I will on your demand, but at my expense, restore the premises and equipment to their condition prior hereto, agreeing that compliance with this agreement shall be a condition precedent to the cancellation of my lease, or

(ii) seek to transfer the corporate shares allocated to the apartment and the Proprietary Leases appurtenant thereto, I will, if requested by you, either restore the premises and equipment to their condition prior hereto or provide you

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with an agreement by any transferee to assume all of my obligations hereunder, including my continuing obligations and understanding expressed in subparagraphs (a) through (d) of this paragraph 3.

4. All permitted work shall be completed within _____ days after Governmental approval thereto has been granted on, if no such approval is required by law or regulation, then from the date hereof.

5. No work shall be done, except between the hours of 9AM and 4PM, Saturdays, Sundays and holidays excluded, and any work which can produce unusual noises, which might be disturbing to building occupants, shall not be done before 10:00 AM.

6. All precautions will be taken to prevent dirt and dust from permeating other parts of the building during the process of the alteration. Materials and rubbish will be placed in bags, or barrels, 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 will pay the super for any "extra work he may do, and you must pay the super for any emergencies that make him work overtime.

7. I will bear the entire cost of alterations and installations and pay all bills incurred in connection therewith, not later than thirty days after completion of the work. If any mechanic's liens be filed for work claimed to have been done or materials alleged to have been supplied, I shall cause such liens to be discharged within 10 days after such filing. If I fail so to do, you may exercise any and all of your rights and remedies under the Proprietary Lease or this agreement.

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, and such other proof as may be necessary to indicate all work has been done in accordance with 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.

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 work and prevent workmen from entering my apartment for any purpose other than to remove their tools or equipment.

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11. This agreement may not be changed orally. This agreement shall be binding on you, me, and our personal representatives.

12. I will notify my neighbors in advance of the work, above, below and around.

13. Before commencement of any work, a list of all contractors, plumbers, electricians, etc., with their schedules, telephone numbers, and beeper numbers, or cell phones.

14. I have received a copy of the House Rules.

Very Truly Yours,

Unit Shareholder

Annexed Hereto is the "work" documents & rider of
_____ pages, which are, made a part of this agreement.

Permission Granted:

Owner

By: _____
Agent

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