

DORIAN OWNERS INC.
c/o First Management Corp.
34-03 Broadway
Astoria, New York 11106

Alterations to Apartment _____
72-11 110th Street
Forest Hills, NY 11375

Dear Mr./Ms. _____:

You have asked Dorian Owners Inc. ("Incorporation") for its consent to the making of certain alterations ("Alterations") to the above-referenced apartment ("Apartment") at 72-11 110th Street in Forest Hills, New York. The Incorporation hereby consents to the making of the Alterations on the following terms and conditions:

1. Before the Alterations may be started, you shall:
 - (a) submit to the Incorporation or its managing agent ("Managing Agent") drawings or plans ("Plans") for the Alterations, and the Incorporation shall have approved the Plans;
 - (b) furnish to the Incorporation (i) if requested, a letter from a licensed engineer or architect, certifying that the proposed Alterations will not be in violation of law, will not adversely affect any of the Building's structure, utility services or mechanical systems, and will not affect its weather tightness or insulation against heat loss; and (ii) any insurance certificate evidencing the coverage required pursuant to Article 4 hereof; and
 - (c) file the Plans with all proper municipal departments and obtain all governmental approvals, permits and certificates with respect to the Alterations that may be required by law including but not limited to or with respect to the amendment of the Certificate of Occupancy of the Building.
 - (d) agree to deposit with the Incorporation the sum of **\$1,000.00** as a refundable security deposit against any damages or expenses the Incorporation may incur. Upon completion of the work and presentation of all necessary sign-offs, such deposit will be refunded less subtraction for any expenses of the Incorporation herein.

2. The Alterations shall be of a quality and style in keeping with the general character of the Building and in accordance with the Plans unless the Incorporation has consented to modifications thereof. The Alterations shall be performed on accordance with the plans and in compliance with all requirements of law in good and

workmanlike manner by licensed professionals. All demolition, reconstruction and installation work, as set forth in the Plans, shall be performed only between the hours of 8:00 a.m. and 5:00 p.m. on weekdays. No such work shall be performed on weekends or holidays. All rubbish, rubble, discarded equipment or other materials, empty packing cartons, and other materials or waste shall be promptly removed from the Building and properly disposed of at your sole cost and expense. You shall take all reasonable precautions to prevent dirt, dust and moisture from permeating other parts of the Building during the progress of the Alterations, including without limitation, installing dustproof screening of the public areas adjacent thereto.

3. You shall take all precautions to prevent, and assume all risks for and obligation to repair, all damage to the Building, its utility and mechanical systems and the property of all other occupants in the Building which result from or may be attributable to the Alterations. You shall assume all responsibility for the Alterations, the future maintenance thereof and any adverse effect thereof on Building services, weatherproofing, insulation, common areas or other elements and agree that neither the Incorporation nor any of its shareholders will be responsible for failure of efficient performance of the Building services to the Apartment resulting from the Alterations. The Incorporation makes no representations as to the design, feasibility or efficiency of the Alterations or whether you will be able to obtain any required permits therefore. If the operation of the Building or any of its equipment in any way adversely affected by reason of the Alterations, you agree, at your sole cost and expense, to remove the cause thereof promptly upon being advised thereof by the Incorporation.

In the event any asbestos is discovered during the Alterations you shall (a) immediately notify the Managing Agent in writing and (b) have such asbestos removed or encapsulated by a licensed asbestos engineer at your sole cost and expense in accordance with all applicable laws, rules and regulations.

4. All contractors who perform any portion of the Alterations shall provide insurance coverage of not less than \$1,000,000 comprehensive liability, \$500,000.00 property damage liability, workman's compensation and employee's liability insurance covering its employees and any subcontractor's employees. Such insurance shall insure the Incorporation, its officers, directors, shareholders, employees, agents, and you as additional parties insured, and shall not be terminated without at least 20 days' notice to the Incorporation's Managing Agent.

5. You agree to indemnify and hold harmless the Incorporation, its officers, directors, shareholders, employees, agents and occupants of the Building against (a) any claims for damage to persons or property

suffered as a result of the Alterations, whether or not caused by negligence; (b) any reasonable expenses (including, without limitation, professional fees and disbursements) actually incurred by the Incorporation in connection with the Alterations; (c) all claims, liability or damages which may occur due to your failure to file Plans, comply with the terms hereof, eliminate and violations and pay any fines incurred in connection with the Alterations; and (d) increased real estate or other taxes or insurance premiums and any other expense directly attributable to the Alterations.

6. The entire cost of the Alterations, including the cost of the Plan, and the procurement of any required approvals, licenses, permits and certificates, shall be paid in full by you within ten (10) days after completion of the Alterations or the obtaining thereof. If, for any reason whatsoever, one or more mechanic's liens are filed for work done, or material furnished, in connection with the Alterations, you shall, within thirty (30) days after learning of the existence of such lien, at your sole expense cause such mechanic's lien or lien to be discharged, by bonding or otherwise if you fail to discharge said mechanic's lien or liens to be discharged, by bonding or otherwise. If you fail to discharge said mechanics or liens as herein required, or in the event of any other default hereunder, the Incorporation may exercise all rights and remedies reserved to it in your proprietary lease and for a default there under.

7. You shall reimburse the Incorporation for all reasonable legal and architectural or engineering fees and expenses which are incurred by the Incorporation in connection with the preparation and enforcement of this Agreement, the approval of the Plans and the review and completion of the Alterations.

8. The Incorporation, the Managing Agent or any architect or engineer retained by the Incorporation may suspend all work authorized hereby if you fail to comply with the terms of your proprietary lease, the House Rules applicable to the Alterations, or the terms hereof, and any default hereunder shall be deemed a default under your proprietary lease.

9. All Alterations to be performed hereunder shall be completed within ninety (90) days after the execution of this Agreement.

10. This agreement may not be changed orally.

11. In the event you wish to transfer the Apartment, as a condition of such transfer, you shall either restore the Apartment to its condition prior to the Alterations or shall obtain and furnish the Incorporation with an assumption by the transferee of any unperformed or continuing obligations under this Agreement.

This Agreement shall become effective, subject to, and on the foregoing conditions, upon execution and exchange of counterparts by yourself and the Incorporation.

Very truly yours,

DORIAN OWNERS INC.

By: _____

AGREED TO AND ACCEPTED

this ____ day of _____, 20__

Name of First Stockholder

Name of Second Stockholder