

**Berdon LLP CPAs and Advisors****FAX**

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To:	Penny Theodorellys Perez	From:	Bill Saya
Company:	NY DEP Bureau of Air Noise and Hazaordous Materials	Phone:	
Fax:	(718)595-3744 3648	Pages:	3 (including cover)
Phone:		Date:	2/28/03
Re:	Russell Simmons	CC:	

MEMO:

Ms Perez

Attached please find a copy of the access agreement for Mr. Russell Simmons unit at 114 Liberty Street. Mr. Dennis Schoenrock will bring an original of this fax to the apartment walk through which is scheduled to occur on Wednesday March 5.

Kindly confirm receipt of this fax by calling me at (212)331-7588.

Thank you

-Bill Saya

The information contained in this facsimile is privileged and confidential information intended only for the use of the individual or entity named above. If the reader of this facsimile is not the intended recipient, you are hereby notified that any dissemination, distribution, or copy of this communication is strictly prohibited and will be considered as tortious interference in our confidential business relationship. If you have received this communication in error, please immediately notify us by telephone and return the original facsimile to us at the above address via the United States Postal Service. Thank you.

CLEANING REQUEST FORM

As the owner of condominium unit PH at 114 Liberty Street, Manhattan (the "Residence"), I hereby request that the New York City Department of Environmental Protection (DEP) perform the cleaning and monitoring work specified in the attached scopes of work for the cleaning and monitoring contractors (the "Cleaning Work") in said apartment.

The Cleaning work is to be performed by DEP in accordance with DEP's role under the Federal Response Plan and pursuant to the authority of the Robert T. Stafford Disaster Relief and Emergency Assistance Act. The United States Environmental Protection Agency (EPA) will act in an oversight capacity with regard to said work.

To facilitate the performance of the Cleaning Work, I agree to the following:

1. Employees, authorized representatives, and contractors of DEP shall have access to all areas of the Residence and all personal property in the Residence for as long as necessary to perform the Cleaning Work.
2. I will inform DEP as to any considerations which would affect the Cleaning work, including, for example, time restrictions and appropriate means to access the Residence.
3. The Cleaning Work will be performed by contractors retained by DEP. Said contractors are required to maintain, at all times during the Cleaning work, insurance coverage for commercial general liability, workers compensation, environmental impairment liability, and employee dishonesty related to the Cleaning work.
4. The Cleaning Work may require use of the Residence's electricity and water.
5. Insurance payments or any other form of compensation received by the resident(s) which have been or will be received for activities covered by the Cleaning Work and which have not been spent for such purposes will be paid to DEP.
6. I will use best efforts to ensure the safety and security of fragile or valuable objects located in the Residence, including but not limited to jewelry, silverware, fine china, decorative objects and works of art. Such efforts will include, at a minimum, either the removal of such items from the Residence prior to the beginning of the Cleaning Work or the securing of such items in sealed containers. I will identify in writing to DEP all fragile or valuable objects which cannot be removed or secured as described above so that provision may be made for their protection. The estimated value of such objects shall be indicated.
7. The Cleaning Work will be performed in all areas of the

Residence unless I instruct DEP in writing to the contrary. As specified in the attached scopes of work, I will identify all items within the Residence which are to be cleaned. Items not identified for cleaning will be disposed of by the cleaning contractor.

8. The Residence may not be re-occupied until 48 hours after the conclusion of the Cleaning work, as determined by DEP.

9. A copy of the air monitoring results will be provided to the Resident within 96 hours of the conclusion of the Cleaning work.

10. Resident will be given an opportunity to walk through the apartment with the contractors prior to the commencement of the cleaning work.

SIGNATURE



Russell Schumacher
Name (Print)

2/28/03
Date