

ANDERSON KILL & OLICK, P.C.
(including the practice of DeForest & Duer)

Attorneys and Counsellors at Law

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James P. Cullen, Esq.
(212)278-1565
jcullen@andersonkill.com

May 22, 2002

VIA FEDERAL EXPRESS

R. Radhakrishnan, P.E.
Director, Asbestos Control Program
New York City Department of Environmental Protection
59-17 Junction Boulevard
Flushing, New York 11373

Re: 29 Broadway
New York, New York

Dear Mr. Radhakrishnan:

We are counsel to Trinity Morris Corp., owner of 29 Broadway. Our client is in receipt of your letter dated May 3, 2002 and a proposed License Agreement, which relate to your department's cleaning program for certain buildings in downtown Manhattan.

Our client has already undertaken on its own initiative some cleanup work in the aftermath of the World Trade Center attacks. Our client submitted an insurance claim to its carrier based on these cleanup costs. The claim has not been settled. I was concerned after reading paragraph 4 of the License Agreement that the City was seeking assignment of insurance proceeds our client should receive from its carrier to reimburse our client for earlier cleanup costs.

Your deputy, Penny Theodorellys, was kind enough to respond to my phone call on May 22, 2002 and clarify that the City does not take the position that it will assert claims against insurance proceeds received for cleanup costs previously incurred by owners. She explained it is the City's intention, as clarified by an internal memo or letter from your Office of General Counsel, that the City would seek reimbursement from insurance proceeds only where no cleanup costs were incurred by the owner or to the extent the allocable proceeds were in excess of those costs.

Based on the foregoing clarification and understanding, we have advised our client that they may execute the License Agreement. If my understanding of Ms. Theodorellys' advice is not correct, kindly correct my understanding and consider our client's consent to the

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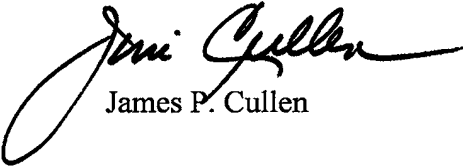
NEW YORK, NY ■ CHICAGO, IL ■ NEWARK, NJ ■ PHILADELPHIA, PA ■ WASHINGTON, DC ■ GREENWICH, CT

ANDERSON KILL & OLICK, P.C.

R. Radhakrishnan, PE
May 22, 2002
Page 2

License Agreement withdrawn until we reach agreement on any correction of our understanding of the City's position.

Sincerely yours,

A handwritten signature in black ink, appearing to read "Jim Cullen", with a large, sweeping loop at the end.

James P. Cullen

JPC:meb

cc: Mr. George Crawford

NYDOCS1-632216.1

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June 21, 2002

VIA FEDERAL EXPRESS

R. Radhakrishnan, P.E.
Director, Asbestos Control Program
New York City Department of Environmental Protection
59-17 Junction Boulevard
Flushing, New York 11373

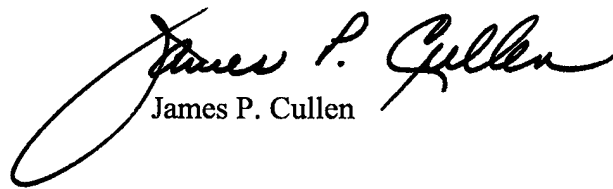
Re: 29 Broadway
New York, New York

Dear Mr. Radhakrishnan:

Enclosed please find an agreement for facade cleaning at 29 Broadway executed by our client. Also enclosed are attachments to the agreement and a letter of clarification forwarded to your office on May 22, 2002.

Kindly advise Mr. George Crawford at Jeffries Morris, Inc. before work is scheduled to commence. Mr. Crawford may be reached at 212-425-2950.

Sincerely yours,


James P. Cullen

JPC:meb
Enclosures

cc: Mr. George Crawford

NYDOCS1-635770.1

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May 22, 2002

VIA FEDERAL EXPRESS

R. Radhakrishnan, P.E.
Director, Asbestos Control Program
New York City Department of Environmental Protection
59-17 Junction Boulevard
Flushing, New York 11373

Re: 29 Broadway
New York, New York

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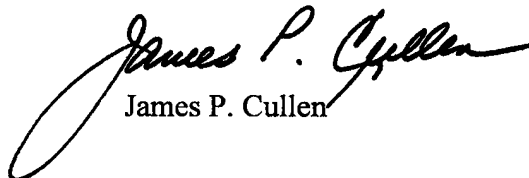
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R. Radhakrishnan, PE
May 22, 2002
Page 2

License Agreement withdrawn until we reach agreement on any correction of our understanding of the City's position.

Sincerely yours,

A handwritten signature in black ink, reading "James P. Cullen". The signature is fluid and cursive, with a large loop at the end of the last name.

James P. Cullen

JPC:meb

cc: Mr. George Crawford

NYDOCS1-632216.1



JEFFRIES MORRIS, INC.

29 BROADWAY, SUITE 500 NEW YORK, NY 10006

TELEPHONE 212-425-2950

FACSIMILE 212-344-3108

February 19, 2002

**VIA FACSIMILE (718-595-3744)
and REGULAR MAIL**

New York City Department of Environmental Protection
Asbestos Control Program
59-17 Junction Boulevard, 8th Floor
Corona, New York 11373-5108
Attn: R. Radhakrishman, P.E. Director
Asbestos Control Program

Re: Trinity Morris Corp.
29 Broadway
1-9 Trinity Place/2-6 Morris Street
New York, New York

Gentlemen:

We are in receipt of your letter to us dated February 12, 2002 to Trinity Morris Corp/Jeffries Avlon (name changed to Jeffries Morris, Inc.) and I would like to confirm my subsequent conversation with you of last week.

There was no damage or debris to or at 29 Broadway as a result of the events of September 11, 2001. Despite the lack of damage, the ownership of the building has undertaken a program of cleaning the building including washing windows, cleaning common areas such as the lobby and halls, cleaning the rooftop condenser tower, changing air-handler filters and cleaning the roof. In addition, the City cleaned the exterior of the Building.

Based upon the cleaning program set forth above and the absence of any physical damage to 29 Broadway, we would like you to confirm that the building is in compliance with existing DEP requirements.

Very truly yours,

JEFFRIES MORRIS, INC.

By: Philip Carvelas
Vice President

PT.

Address: 29 Broadway aka
 1-9 Trinity Place;
 2-6 Morris St.

Bulk Samples PLM Yes ☒ No

Number of Negative ($\leq 1\%$) Samples _____

Number of Positive ($> 1\%$) Samples _____

Air Samples Yes ☒ No

PCM

Number of Samples Collected (≤ 0.01 f/cc) _____

Number of Samples Collected (>0.01 f/cc) _____

TEM

Number of Samples Collected (≤ 70 s/mm²) _____

Number of Samples Collected (>70 s/mm²) _____

SAYS NO DEBRIS; EXTERNAL +
 INTERNAL CLEANING DONE