

LICENSE AGREEMENT

This License Agreement made this 19th day of August 2002 by and between the CITY OF NEW YORK (hereinafter called "the City"/Licensee), acting by and through the Department of Environmental Protection of the City of New York (hereinafter called "DEP"), with an office at 59-17 Junction Boulevard, Corona, New York 11368-5107 and Financial District Associates LLC ("Licensor"), the ground lessee and operator of the premises at 52 William Street, Manhattan (the "Premises").

WHEREAS, the facades, roofs and setbacks ("exterior areas") of many structures in close proximity to the site of the former World Trade Center have been found to contain debris, refuse and other deposits ("the foreign material") of unknown origin;

WHEREAS, the ^{ground lessee and operator} of said structures are desirous of having the foreign material removed;

WHEREAS, the City believes that it is in the interest of the public to undertake a clean up of these exterior areas;

WHEREAS, the City's willingness to undertake such a cleanup should not in any way be construed as an acknowledgment or admission that the City is any way responsible for any condition, environmental or otherwise, that may exist in or on the exterior areas or that the foreign material is a risk to the public health or safety;

NOW THEREFORE, it is hereby agreed by and between the parties to this agreement, for and in consideration of One Dollar and other good and valuable consideration, the receipt of which is hereby acknowledged,

1. Permission to Perform Cleaning Work. Subject to the terms and conditions hereof, Licensor hereby grants permission to Licensee and its authorized contractor(s) to perform the cleaning work on the exterior areas of the structure(s) located on the Premises, as described in the Scope of Work attached hereto as Exhibit A and made a part hereof (the "Cleaning Work").

2. Grant of Access. Subject to the terms and conditions hereof, Licensee and its agents, contractors and employees shall have the right, at all times while this License Agreement is in effect, to enter in and on the Premises, and to cross the Premises, with personnel, material and equipment, for the purpose of performing the Cleaning Work. It is expressly understood that the right granted under this Section 2 includes:

(a) the right to access all portions of the Premises deemed necessary by Licensee or its contractor(s) in order to properly perform the Cleaning Work, including (without limitation) roofs, parapets, window ledges, and other building exterior surfaces; and

(b) the right to temporarily occupy portions of the ground outside of the building located on the Premises, with personnel, material and equipment, in order to perform the Cleaning Work, provided that the same does not interfere with the ingress or egress of Licensor's guests or employees.

Licensee understands and agrees that workers are not to enter any common areas of the Premises without accompaniment by a Licensor's representative, and that workers will not cross through public areas of the premises in ACM protective gear.

3. **Limitations And Conditions:**

- a) In no event shall the Licensee, its agents, contractors, or subcontractors enter the Licensor's property for the purposes of performing the Cleaning Work other than between the hours of 8:00 a.m. and 8:00 p.m.
- b) Licensee shall provide the Licensor with written notification of its intention to begin the Cleaning Work at least two (2) days prior to the commencement of such Work.
- c) Licensee shall pay the entire cost of all work, labor, and material in connection with the Cleaning Work undertaken by it hereunder except that the Licensor shall supply and pay for all power and water usage in connection with the Cleaning Work.
- d) Licensee, its agents, contractors, and employees, shall perform all Cleaning Work promptly and in a workmanlike manner with a minimum of disturbances to the Licensor's property, guests and employees.
- e) Licensee shall maintain such flags, lights, barricades and enclosures as required for the safety of persons, property and traffic flow, provided that this does not interfere with Licensor's business, employees or guests.
- f) All Cleaning Work shall be performed by qualified contractors in accordance with applicable federal, state and local rules and regulations;
- g) Any contractor or subcontractors performing the Cleaning Work on behalf of the Licensee shall obtain, prior to the commencement of any Cleaning Work, insurance in the amounts and types as set forth herein in Exhibit B;
- h) All City employees, and any contractor or subcontractor performing any activities on the City's behalf, shall, at all times, wear proper identification which, at a minimum shall include, an identification card with the name and photograph of the person.

4. **Reimbursement.** Licensor shall reimburse Licensee for the removal of the foreign material provided for in this license from any compensation it receives from any source specifically for the

as described herein
 cleaning of debris accumulations from the exterior surfaces of the structure(s) located on the Premises. Such sources shall include, but are not limited to, the Small Business Administration, private insurance, or any other local, state or federal assistance program. Licensor shall make claim for any applicable insurance coverage for these premises and shall report to Licensee any insurance settlements or other source of funding for the Cleaning Work that has been performed at Licensee's expense. See the attached Clarification, which is hereby made part of this Agreement.

5. **Termination.** This license shall be terminable by the Licensor or Licensee on ten days written notice to the address set forth below by fax or certified mail. In the event of a default by either party, the license may be terminated immediately, without any prior notice.

6. **Waiver of Claims.** Licensor agrees that no claims or cause of action for damages shall accrue by reason of revocation or termination of this License.

7. **Term.** This license shall commence as of the latest date appearing at the end of the signature page and remain effect for a period of ninety (90) days unless or until terminated or revoked as hereinabove provided.

8. **Cleaning Work Not An Admission of Liability.** It is expressly understood and agreed by Licensor and Licensee that Licensee's performance of the Cleaning Work hereunder is not, and shall not be construed as,

(I) an admission or agreement by the Licensee that it is liable for the deposit of any dust, debris or other material in or on the Premises as a result of the events of September 11, 2001, at the World Trade Center complex, or the subsequent debris removal activity related thereto; or

(II) an admission or agreement by the Licensee that it is liable for any condition, environmental or otherwise, that may exist in or on the Premises as of the date hereof.

9. **Landmarks.** If the Premises are a designated landmark, Licensor gives its permission for DEP to file the "Application Form for Work On Designated Properties" with the New York City Landmarks Preservation Commission on Licensor's behalf.

10. **Notices:** Notices and correspondence regarding this License shall be directed by Certified Mail, Return Receipt Requested to the Licensor, at the following address:

*Financial District Associates, LLC
 c/o Masterworks Development Corporation
 56 West 45th Street, 4th Floor
 New York, New York 10036*

Attn: Fosca Shackleton White, Esq.

and notices to the Licensee shall be addressed to R. Radhakrishnan, P.E., NYCDEP-ACP, 59-17 Junction Boulevard, 8th Floor, Corona, NY 11368-5643, with a copy to General Counsel, NYCDEP, 59-17 Junction Boulevard, 19th floor, Corona, New York 11368-5643.

11. **Supervision Of Work.** All of Licensee's workers agree to report to the manager of the premises, Timothy Dowd, and adhere to any restrictions or limitations of access Mr. Dowd deems reasonably necessary to prevent disruption to Licensor's guests and employees.

DEP ECB

Fax:212-361-1724

Aug 9 2002 03:58 P.05

IN WITNESS WHEREOF, the parties have caused this License Agreement to be executed and acknowledged on the day and year which first appears above.

Financial District Properties, L.P.
By: JAMES STREET AND FINANCIAL DISTRICT PROPERTIES, L.P.
By: MATTHEW DEVELOPMENT CORPORATION

Licensor [Signature]

By: [Signature]

Dated: 8/19/02

DEPUTY COMMISSIONER, DEP

Licensor

By: [Signature]

Dated: 8-23-02

Approved as to Form

Acting Corporation Counsel

DATED: _____

STATE OF NEW YORK)
)s.:
COUNTY OF New York)

On this 19th day of August 2002, before me personally came the individual described in and who executed the foregoing instrument and acknowledged to me that he/she resides at 354 Winthropland, Tarrytown, NY and that he/she executed the foregoing instrument as the owner/lessor of the property.

Ground usee and operator

Fosca Shackleton White
NOTARY PUBLIC
STATE OF NEW YORK

FOSCA SHACKLETON WHITE
Notary Public, State of New York
No. 02SH6047343
Qualified in New York County
Commission Expires August 28, 2002

STATE OF NEW YORK)
)s.:
COUNTY OF QUEENS)

On this 23 day of August 2002, before me personally came Robert C. Avaltroni and acknowledged to me that he/she is the ~~FILE~~ Deputy Commissioner of the New York City Department of Environmental Protection, and that he/she authorized to executed the foregoing instrument and that he/she did so on behalf of the City of New York pursuant to authority of law duly delegated.

Russell Pecunies
NOTARY PUBLIC
STATE OF NEW YORK

Russell Pecunies
Commissioner of Deeds,
New York City
4-6227
Term Expires December 13, 2003

CLARIFICATION OF LICENSE AGREEMENT. § 4 - REIMBURSEMENT

Section 4 is intended to require reimbursement to DEP if

(1) a property owner received an insurance check or other funding for cleanup of building exterior surfaces and did not perform such a cleanup; or

(2) if there is additional insurance money or other sources of funding available for building exterior cleanup.

Section 4 is NOT intended to apply if a building owner collected insurance money or other funding which has been spent for a previous cleanup of building exterior surfaces.

Exhibit A**New York City Department of Environmental Protection
Bureau of Environmental Compliance****Asbestos Control Program****Building Exterior Clean-up****Scope of Work**

All work performed shall be in compliance with all applicable, relevant, and appropriate regulations, including but not limited to those of the United States Environmental Protection Agency (USEPA), the United States Department of Labor Occupational Safety and Health Administration (OSHA), the New York State Department of Labor (NYS DOL), the New York State Department of Environmental Conservation (NYS DEC), the New York State Historic Preservation Office (SHPO), the New York City Department of Sanitation (DOS), the New York City Department of Health (DOH), the New York City Landmarks Preservation Commission (NYC LPC), and the New York City Department of Environmental Protection (DEP).

Background

The DEP with assistance from representatives of the NYS DOL and US EPA performed follow-up site visits at buildings in the vicinity of the World Trade Center. The visual assessments disclosed the presence of various amounts of debris with various dispersal patterns at the building exteriors. The majority of buildings had isolated areas of debris specifically at the perimeter of the roofs, at the base of parapet walls, and in gutters. Debris was also visible at horizontal surfaces on some of the building facades. For some buildings, building facades facing the street were cleaned while the facades at the rear remained dirty.

The observed debris was characteristic of the debris from the impact of September 11, 2001. The debris appears to have reformed into a dense mass (caked). During the DEP follow-up visits, samples of the debris were collected from various roofs. The uneven dispersal identified above was also evident in the sample collection. Samples collected from various buildings indicated that some of the debris was asbestos-containing material (ACM). Based on these results and the most stringent assessment and evaluation, this material may be ACM and shall be cleaned by NYS DOL licensed contractors with DEP and NYSDOL certified workers.

Purpose

A NYS DOL licensed asbestos contractor with DEP and NYSDOL certified workers shall perform the clean-up of building roofs, setbacks, and/or building facades within the vicinity of the WTC. The scope of work for the clean-up activities is attached. The clean-up activities shall consist of collection of debris and wet cleaning/HEPA vacuuming until the surfaces are clean of visible debris.

Contract Term and Specifications

The contract shall be in force for 120 consecutive calendar days from the DEP commencement date. Services shall be directed by the DEP. Contractors shall be prepared to mobilize within 72 hours of the contract award. The DEP expects contractors to provide four to five crews with a minimum of five handlers per day at each of the areas. Multiple building roofs shall be cleaned simultaneously.

Work shall not be performed at any building found to be structurally unsound.

An ACP7 form signed by the contractor and air-monitoring firm shall be submitted directly to the DEP representative on site. The DEP shall provide notification to the NYS DOL. The size of the project, specified area, shall be indicated on the ACP7 form.. Building ~~owners~~ shall provide written authorization to the DEP for the work activities.

DEP will coordinate activities with building ~~owners~~ and other city agencies.

ground lessee and operator

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The sites and specific areas to be cleaned shall be determined and specified by the DEP.

The contractor shall restrict access by the public to the work area (s) during clean-up activities. Caution tape and warning signs shall be used to identify work areas. Access shall be limited to the contractor, his employees, and Federal, State or local officials.

The contractor shall provide all necessary equipment, to remove, bag, transport, and dispose collected waste. The contractor is responsible for supplying all necessary equipment.

The specific clean-up procedures for building roofs are attached. The DEP shall consider substitution of the specified methodologies only if the request is received in writing. Any substitutions must receive prior approval by the DEP.

For large asbestos clean-up projects, a partial decontamination system (changing room and shower) shall be required at an entry/exit from each work area. A remote decontamination system shall be acceptable with DEP on-site approval.

Contractor Qualifications

The contractor shall have on staff and assigned to the contract a sufficient number of properly trained and certified workers. See above.

Roof Clean-Up

Application: This procedure utilizes wet methods and careful hygiene protocol for cleaning roofs contaminated with asbestos containing material (ACM).

1. The entire roof shall be considered the work area for entry/access determinations. All abatement will be performed by NYSDOL licensed contractors with NYC DEP certified workers.

For non-gravel or stone covered roofs with localized accumulations of visible debris, the clean-up areas shall be specified ("specified area") by DEP.

For gravel/stone covered roof surfaces, the entire roof shall be included in the specified roof area for clean-up. The gravel/stone shall be taken to a clean-up staging area on the roof and washed. Water shall be collected, filtered, and discharged into the drain/sewer as applicable.

2. A changing area consisting of two adjacent step-off pads located on the roof immediately adjoining the roof entrance/exit. This area shall consist of a clean pad and a change pad. The clean pad shall be adjacent to the building interior access way (or at the point of entry to the roof for exterior access). The change pad shall be adjacent to the contaminated roof areas. Each pad (change pad and clean pad) shall consist of two layers of 10-mil reinforced plastic on the roof/access way surface and shall be large enough to facilitate changing and decontamination as described herein. A minimum of 4' x 4' is recommend, though the exact configuration will be specific to the roof.
3. Workers shall first step from the building interior (or exterior at the point of entry to the roof) directly onto the clean pad. On the clean pad, each worker shall be double suited with disposable coveralls, plastic booties, gloves, and head coverings. Rubber boots may be used instead of the plastic booties. The boots shall be wet wiped and HEPA vacuumed prior to leaving the roof. Each worker shall wear a minimum of a half-face air-purifying respirator equipped with HEPA cartridges.
4. All penetrations at the roof within 10 feet of the specified roof area included in the clean-up shall be cleaned by wet methods/HEPA vacuum and sealed with 6-mil polyethylene sheeting.
5. Roof cleanup shall begin at the entrance/exit and proceed in a path working away from the entrance/exit. Water shall be the primary engineering control to minimize the potential for fiber release.
6. Roof surfaces shall be wetted and then wet cleaned using wet wiping techniques with water, mops, rags, brushes, etc. HEPA vacuuming may also be used as alternative to or in combination with wet cleaning.
7. Throughout the procedure, all personnel entering or existing the roof shall observe the personal decontamination practices. Attention shall be paid to limiting unnecessary walking on or disturbance of material on the roof. These personal decontamination procedures shall be strictly adhered to, in order to minimize the potential for spreading contamination to the interior of the buildings.
8. Solid nonporous objects, such as metal patio furniture, plant potters, and plastic furniture cushions, shall be wet wiped with damp rags. Wooden objects such as decking shall be HEPA vacuumed, wet wiped, and lightly brushed with a bristle brush utilizing simultaneous misting and local HEPA exhaust. Woven materials shall either be disposed as ACM or bagged and removed off-site for proper laundering in accordance with 29 CFR 1901.1001. Potted plants with visual contamination should be disposed as ACM waste unless the owner requests decontamination. Potted plants will be repeatedly rinsed, and provisions shall be made to catch the runoff water (i.e. into ACM disposal bags or by using rags and HEPA wet-vacuums).
9. After completion of the above, the specified area roof shall be carefully washed.

10. Some common outdoor spaces (i.e. alleys, yards, setbacks) may be included in this clean-up. They have been included in the quantity estimates and shall be cleaned using the same procedures as the roof clean-up.
11. Air Monitoring shall be performed by NYSDOL licensed a Third Party Air Monitoring firm with certified workers. The Third Party Air monitoring firm shall perform a visual inspection to confirm the absence of ACM or debris after the areas are completely dry. Clearance air monitoring shall not be required if all samples collected during the work were found to be below 70 s/mm².

SUPPLY and SERVICE CONTRACT
GENERAL CONDITIONS
SCHEDULE A

<u>Reference</u>	<u>Item</u>	<u>Requirements</u>
Section 28 of Information for Bidders	Bid Deposit or	<u>N/AP</u> % of Bid
	Bid Bond	<u>N/AP</u> % of Bid
Article 4 of Agreement	Period of Performance	<u>120</u> Consecutive Calendar Days
Article 5b of Agreement	Partial Payment	<u>X</u> will be allowed
		_____ will not be allowed
Article 6.1 of Agreement	Performance Bond	<u>N/AP</u> % of Bid
	Payment Bond (Completion/Labor & Material)	<u>N/AP</u> % of Bid
Article 6.3 of Agreement	Liquidated Damages	\$ <u>N/A</u>
Article 6.4 of Agreement	Maintenance and Guaranty Security	<u>N/A</u> % of Contract Price
Article 6.4 of Agreement	Guaranty Period	<u>N/A</u> year(s)
Article 6.5 of Agreement	Retained Percentage	<u>10</u> % of Voucher
Article 12.8 of Agreement	Subcontracting	Not to exceed <u>45</u> % of Bid

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SUPPLY and SERVICE CONTRACT
GENERAL CONDITIONS
SCHEDULE A

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Insurance indicated by (X) will be required under this contract. Insurance certificates, policies, and endorsements must be sent to the New York City Department of Environmental Protection, Agency Chief Contracting Officer, ATTN: Contract Management Office (INSURANCE), 17th Floor, 59-17 Junction Boulevard, Corona, New York 11368.

Article 6 of Agreement	Insurance
(x) Workers Compensation: Section II.B (x) Employers Liability: Section II.D () Jones Act*: Section II.E () U.S. Harbor Workers & Longshoremen's Compensation Act*: Section II.G * As respects use of tugs, barges or other marine operations under this contract.	Statutory per New York State Law without regard to jurisdiction \$ <u>1,000,000</u> each accident
(X) Commercial General Liability CG 00 01 (ed.10/93) or equivalent. Combined Single Limit-Bodily Injury and Property Damage: Section II.A	\$ <u>5,000,000</u> per occurrence: \$ <u>5,000,000</u> products/completed operations aggregate \$ <u>5,000,000</u> personal injury \$ <u>50,000,000</u> general aggregate \$ <u>25,000</u> per claim maximum deductible, except as approved by the CONTRACT MANAGEMENT OFFICE
(X) Others to be added as additional insureds: Additional insured status using ISO endorsement CG 20 10. Section II.A.3	Named Additional Insureds <u>Owners of Buildings on Which Work is To Be Done</u>
(x) Business Auto Coverage: CA 00 01 (ed. 06/92) or equivalent Combined Single Limit - Bodily Injury and Property Damage The following coverage must be provided: () Business Auto Coverage Form: Section II.I	\$ <u>1,000,000</u> Each Occurrence (x) Owned (x) Hired (x) Non-Owned

DEP Form SCHED A SUPPLY & SERVICE: March 28, 2002 (PIN#826WTCROOF1)

SUPPLY and SERVICE CONTRACT
GENERAL CONDITIONS
SCHEDULE A

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() Marine Protection and Indemnity, SP-23 or equivalent: * # _____ Section _____ II.F * As respects use of tugs, barges or other marine operations under this contract. # City as insured by endorsement to each relevant policy.	\$ _____ per occurrence \$ _____ aggregate per year \$ _____ max deductible
() Collision Liability/Towers Liability: Section _____ II.C [Endorsed to cover dredges and dredging operations.]	\$ _____ per occurrence \$ _____ aggregate per year \$ _____ max deductible Collision Clauses Lines 158-184 inclusive as respects tugs: Collision Towers Liability Clauses 78-111 inclusive American Institute Tug Form - 2/1/76
() Ship Repairers Liability: Section _____ II.H	\$ _____ American Institute Clauses
() Water Quality Syndicate	\$ _____
() Builders Risk: Section _____ II.J	All-Risk/Completed Value \$ _____ % of Total contract amount \$ _____ % of contract store off site \$ _____ % of contract in transit/anyone storage \$ _____ % Property of City and others
() Garage Policy CA 00 05 01/87 Section II & III * (See Form 25) II: Auto & General Liability II: Garage Keeper's Liability	\$ _____ per occurrence \$ _____ per aggregate \$ _____ per location \$ _____ per vehicle maximum deductible, except as approved by the CONTRACT MANAGEMENT OFFICE

CONTINUED ON NEXT PAGE

¹Evidence of insurance as described herein shall be provided by the insurer or duly authorized agent of the garage providing maintenance on the vehicle(s) provided to the Department's Contract Management Office. It is the Contractor's responsibility to insure compliance with this provision by the garage.

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SUPPLY and SERVICE CONTRACT
GENERAL CONDITIONS
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In addition, if indicated by an (X), the following hazards must be covered:

☒ Environmental Impairment Liability insurance Asbestos Liability [Zurich U-ASL-103B (CW)(1-96) or Equivalent] This insurance shall be provided in the name of the contractor, and each subcontractor, performing any operations involving the removal of asbestos materials.	\$ <u>2,000,000</u> general aggregate (excl products) \$ <u>1,000,000</u> products/completed operations aggregate \$ <u>1,000,000</u> each occurrence \$ <u>25,000</u> claim maximum deductible, except as approved by the CONTRACT MANAGEMENT OFFICE
☐ Contractor's Environmental Impairment Liability Insurance [Zurich U-EIL-102-A(CW)(6-92) or Equivalent] This insurance shall be provided in the name of the contractor, and each subcontractor, performing any operations involving the disruption, removal, disposal, or handling of lead or other toxic and/or hazardous materials.	\$ _____ general aggregate (excl products) \$ _____ products/completed operations aggregate \$ _____ each occurrence \$ _____ claim maximum deductible, except as approved by the CONTRACT MANAGEMENT OFFICE

Other _____