

LICENSE AGREEMENT

*Copies of
problem areas*

This License Agreement made this 16 day of
NEW YORK (hereinafter called "the City"/Licensee), as
Environmental Protection of the City of New York (herein
17 Junction Boulevard, Corona, New York 11368-5107 &
LTD ("Landowner/Licensor") the owner of the premises

WHEREAS, the facades, roofs and setbacks ("exterior
proximity to the site of the former World Trade Center have
other deposits ("the foreign material") of unknown origin;

WHEREAS, the owners 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 in 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

LICENSE AGREEMENT

This License Agreement made this 16 day of MAY 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 30 WSLLC c/o The Pyne Companies LTD ("Landowner/Licensor") the owner of the premises at 30 WALL STREET (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 owners 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

ATC Associates

104 East 25 Street, New York, NY 10010

Phone: (212) 353-8280 Fax: (212) 353-8306



Attn: Mr. Fabio Pedone
Warren & Panzer Engineers, P.C.
228 E. 45th Street
New York NY 10017

Fax: (212) 922-0630 Phone: (212) 922-0077

Project: NYC-DEP W & P File #: 1079.01.02
30 Wall Street, Side Win Doms

Received: 6/29/02 7:30:00 PM
ATC Group #: 8338
Analysis Date: 6/30/02

Asbestos Fiber Analysis by Transmission Electron Microscopy (TEM) Performed by EPA 40 CFR Part 763 Final Rule (AHERA)

Sample	Volume	Area Analyzed	Non Asb	Asbestos Type(s)	# Structures 0.5µ-5 µ	Analytical Sensitivity (S/cc)	Asbestos Concentration (S/mm ³) (S/cc)	Notes
01 8338 -1	1680.00	0.0562	0	None Detected	0	0	0.0041 <17.79 <0.0041	
02 8338 -2	1680.00	0.0562	0	None Detected	0	0	0.0041 <17.79 <0.0041	
03 8338 -3	1680.00	0.0562	0	None Detected	0	0	0.0041 <17.79 <0.0041	
04 8338 -4	1680.00	0.0562	0	None Detected	0	0	0.0041 <17.79 <0.0041	
05 8338 -5	1680.00	0.0562	0	None Detected	0	0	0.0041 <17.79 <0.0041	

ROMAN PEYSAKHOV

Analyzed by:

MICHAEL A. GORYCKI, Ph.D.

Approved by:

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Accredited for NVLAP PLM/TEM #101187-0, NY State ELAP #10879

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ATC Associates Inc.

104 East 25 Street

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FACSIMILE TELECOPY TRANSMISSION

To: Mr. Fabio Pedone
Warren & Panzer Engineers, P.C.

From: ROMAN PEYSAKHOV

ATC Group #: 8338

Fax #: (212) 922-0630

Client Project: NYC-DEP W & P File #: 1079.01.02
30 Wall Street, Side Win Dems

Date: Sunday, June 30, 2002

Time: 12:18:06 PM

Comments:

Number of Pages: 3
(including cover page)

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