

ASBESTOS
Box
11

LICENSE AGREEMENT

This License Agreement made this 30th day of OCT 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 Y.S.G.F. Realty LLC ("Landowner/Licensor") the owner of the premises at 21-29 Thames 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

Post-It® Fax Note	7671	Date	10/29/02	# of pages	15
To	Elizabeth	From	Mr. Radhakrishnan		
Co./Dept.		Co.	NYC DEP		
Phone #		Phone #	718-595-3721		
Fax #	516-466-4952	Fax #	718-595-3744		

(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; and

(c) the right to erect, maintain, and store temporary scaffolding on the Premises, and to utilize such scaffolding for the purpose of performing the Cleaning Work.

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.
- e) Licensee shall maintain such flags, lights, barricades and enclosures as required for the safety of persons, property and traffic flow.
- 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 for the

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.

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, Landowner gives its permission for DEP to file the "Application Form for Work On Designated Properties" with the New York City Landmarks Preservation Commission on Landowner'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:

_____	YL Real Estate Developers	_____
	111 Great Neck Road	
	Suite 205, 2nd Floor	
_____	Great Neck, NY 11021	_____

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.

718 595 3648 P.04

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

Dated: 10/30/2007

Licensors

By:

Deputy Commissioner, DEP

Licensee

By:

Dated: 11-6-02

Approved as to Form

Acting Corporation Counsel

DATED: _____

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

yair levy

On this *31st* day of *October* 2002, before me personally came the individual described in and who executed the foregoing instrument and acknowledged to me that he/she resides at PII and that he/she executed the foregoing instrument as the owner/licensor of the property *NY 11024*

Christine Victor

NOTARY PUBLIC
STATE OF NEW YORK

CHRISTINE VICTOR
Notary Public, State of New York
No. 01VI5072787
Qualified in Queens County
Commission Expires Feb. 10, *2003*

OCT-29-2002 14:46

NYCDEP BANHM ASB/LEAD TRU

718 595 3648 P.06

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

On this 7th day of November 2002, before me personally came Robert C. Ayaltroni and acknowledged to me that he/~~she~~ is the ~~Elia~~ 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.

Francis S. Schiano
NOTARY PUBLIC
STATE OF NEW YORK

FRANCIS S. SCHIANO
NOTARY PUBLIC, State of New York
No. 02SC4741070
Qualified in Richmond County
Commission Expires October 31, 2005

WTC Visual Survey Form

Premise Address: <u>22 Thames St</u>		
Block:	Residential ☐ Commercial ☒	Name of Building:
Lot:	Mix Use ☐ Other ☐	<u>AMEX</u>
# of Stories: <u>15</u>	AKA's:	
Building Owner/Management:		Telephone Number: ()
Name: <u>AMEX</u>		FAX: ()
Address:		
On Site Contact: <u>CAROL Hoover</u>		Telephone Number: (212) 306 1180
Building Owner Management Activities		
Interior Survey Performed ☐ Yes ☐ No		
Exterior Survey Performed ☐ Yes ☐ No		
General Clean Up ☐ Yes ☐ No Locations: _____		
ACM Clean Up ☐ Yes ☐ No Locations: _____		
Air Monitoring ☐ Yes ☐ No Locations: _____		
Copies of All Reports and Data Requested ☐ Yes		

Visual Inspection Results:

Facade:

		Inspected	Debris		
North	☐ N/A	☐ Yes ☐ No	☒ No Visible/Fine Layer	☐ ½ to 1"	☐ > 1"
South	☐ N/A	☐ Yes ☐ No	☒ No Visible/Fine Layer	☐ ½ to 1"	☐ > 1"
East	☐ N/A	☐ Yes ☐ No	☒ No Visible/Fine Layer	☐ ½ to 1"	☐ > 1"
West	☐ N/A	☐ Yes ☐ No	☒ No Visible/Fine Layer	☐ ½ to 1"	☐ > 1"

Facade Description: _____

Roof

Debris: ☒ No Visible /Fine Layer ☐ ½ to 1" ☐ > 1"

Description: Contractor was hired to clean

only @ WTC locations

Setbacks ☐ N/A

Floor: _____	Debris: ☐ No Visible/Fine Layer	☐ ½ to 1"	☐ > 1"
Floor: _____	Debris: ☐ No Visible/Fine Layer	☐ ½ to 1"	☐ > 1"
Floor: _____	Debris: ☐ No Visible/Fine Layer	☐ ½ to 1"	☐ > 1"
Floor: _____	Debris: ☐ No Visible/Fine Layer	☐ ½ to 1"	☐ > 1"
Floor: _____	Debris: ☐ No Visible/Fine Layer	☐ ½ to 1"	☐ > 1"

Comments

Areas where debris was @ was

not cleaned.

However, the entire roof underwent

a gross clean up the first week of 9/11

Date: 8/15/2002Inspection Team: Name: CRK

Name: _____

Agency: _____

Agency: _____

ENTERED

WTC Visual Survey Form

1001034

Premise Address: <u>88 TRINITY PLACE</u>		
Block: <u>51</u>	Residential ☐ Commercial ☒	Name of Building: <u>American Stock Exchange</u>
Lot: <u>14</u>	Mix Use ☐ Other ☐	
# of Stories: <u>15</u>	AKA's: <u>22 THAMES / 125-129 GREENWICH ST</u>	
Building Owner/Management: Name: <u>Carol Hoover VP (AMEX)</u>		Telephone Number: <u>(212) 306 1180</u>
Address: <u>88 Trinity Pl</u>		FAX: <u>()</u>
On Site Contact: Name: <u>Thomas S. Sacharewitz</u>		Telephone Number: <u>(212) 306 1663</u>
Building Owner Management Activities		
Interior Survey Performed ☒ Yes ☐ No		
Exterior Survey Performed ☒ Yes ☐ No		
General Clean Up ☒ Yes ☐ No Locations: _____		
ACM Clean Up ☐ Yes ☒ No Locations: _____		
Air Monitoring ☒ Yes ☐ No Locations: _____		
Copies of All Reports and Data Requested ☒ Yes		

Visual Inspection Results:

Facade:					
North	☒ N/A	Inspected	Debris		
South	☒ N/A	☐ Yes ☐ No	☐ No Visible/Fine Layer	☐ ½ to 1"	☐ > 1"
East	☐ N/A	☒ Yes ☐ No	☐ No Visible/Fine Layer	☐ ½ to 1"	☐ > 1"
West	☐ N/A	☒ Yes ☐ No	☒ No Visible/Fine Layer	☐ ½ to 1"	☐ > 1"
Facade Description: <u>Broken windows etc.</u>					
Roof					
Debris: ☐ No Visible /Fine Layer ☐ ½ to 1" of dust ☒ > 1" of dust.					
Description: <u>To test and clean</u>					
Setbacks N/A ☐					
Floor: _____	Debris: ☐ No Visible/Fine Layer	☐ ½ to 1"	☐ > 1"		
Floor: _____	Debris: ☐ No Visible/Fine Layer	☐ ½ to 1"	☐ > 1"		
Floor: _____	Debris: ☐ No Visible/Fine Layer	☐ ½ to 1"	☐ > 1"		
Floor: _____	Debris: ☐ No Visible/Fine Layer	☐ ½ to 1"	☐ > 1"		
Floor: _____	Debris: ☐ No Visible/Fine Layer	☐ ½ to 1"	☐ > 1"		
Comments					
<u>RALPH RACANIELLO, V.P.</u>					
<u>AMERICAN STOCK EXCHANGE / NASDAQ</u>					
<u>88 TRINITY PLACE</u>					
<u>NEW YORK, N.Y.</u>					

Date: 1/25/2002Inspection Team: Name: Carol LutermeierAgency: DEP

SAME BLOCK & LOT
and BIN AS

125 GREENWICH ST.

WTC Visual Survey Form

Premise Address: <u>22 THAMES ST</u>		
Block: <u>5</u>	Residential ☐ Commercial ☒	Name of Building: <u>AMEX</u>
Lot: <u>14</u>	Mix Use ☐ Other ☐	
# of Stories: <u>10</u>	AKA's: <u>125 Greenwich</u>	
Building Owner/Management:		Telephone Number: <u>(212) 306-1180</u>
Name: <u>Carol Hoover VP (AMEX)</u>		FAX: <u>()</u>
Address: <u>86 Trinity Place</u>		
On Site Contact:		
Name: <u>Thomas S Sacharewity</u>		Telephone Number: <u>(212) 306-1663</u>
Building Owner Management Activities		
Interior Survey Performed ☒ Yes ☐ No		
Exterior Survey Performed ☒ Yes ☐ No		
General Clean Up ☒ Yes ☐ No Locations: _____		
ACM Clean Up ☐ Yes ☒ No Locations: _____		
Air Monitoring ☐ Yes ☒ No Locations: _____		
Copies of All Reports and Data Requested ☒ Yes		

Visual Inspection Results:

Facade:					
North	☒ N/A	Inspected ☐ Yes ☐ No	Debris ☐ No Visible/Fine Layer	☐ ½ to 1"	☐ > 1"
South	☒ N/A	☐ Yes ☐ No	☐ No Visible/Fine Layer	☐ ½ to 1"	☐ > 1"
East	☐ N/A	☒ Yes ☐ No	☐ No Visible/Fine Layer	☐ ½ to 1"	☒ > 1"
West	☐ N/A	☒ Yes ☐ No	☐ No Visible/Fine Layer	☐ ½ to 1"	☒ > 1"
Facade Description: <u>Broken windows etc...</u>					
Roof					
Debris: ☐ No Visible /Fine Layer ☐ ½ to 1" of dust ☒ > 1" of dust.					
Description: <u>to test + clean</u>					
Setbacks N/A ☐					
Floor: _____	Debris: ☐ No Visible/Fine Layer	☐ ½ to 1"	☐ > 1"		
Floor: _____	Debris: ☐ No Visible/Fine Layer	☐ ½ to 1"	☐ > 1"		
Floor: _____	Debris: ☐ No Visible/Fine Layer	☐ ½ to 1"	☐ > 1"		
Floor: _____	Debris: ☐ No Visible/Fine Layer	☐ ½ to 1"	☐ > 1"		
Floor: _____	Debris: ☐ No Visible/Fine Layer	☐ ½ to 1"	☐ > 1"		
Comments					

Date: 1/12/2002Inspection Team: Name: Carol Hutchinson Agency: EP

Name: _____ Agency: _____

WTC Visual Survey Form

1001034

Premise Address: 22 THAMES STREET		
Block: 51	Residential ☐ Commercial ☐	Name of Building:
Lot: 14	Mix Use ☐ Other ☐	
# of Stories:	AKA's: AMERICAN STOCK EXCHANGE	
Building Owner/Management:		Telephone Number: ()
Name:		FAX: ()
Address:		
On Site Contact:		
Name:		Telephone Number: ()
Building Owner Management Activities Interior Survey Performed ☐ Yes ☐ No Exterior Survey Performed ☐ Yes ☐ No General Clean Up ☐ Yes ☐ No Locations: _____ ACM Clean Up ☐ Yes ☐ No Locations: _____ Air Monitoring ☐ Yes ☐ No Locations: _____		
Copies of All Reports and Data Requested ☐ Yes		

Visual Inspection Results:

Facade:					
		Inspected	Debris		
North	☐ N/A	☐ Yes ☐ No	☐ No Visible/Fine Layer	☐ ½ to 1"	☐ > 1"
South	☐ N/A	☐ Yes ☐ No	☐ No Visible/Fine Layer	☐ ½ to 1"	☐ > 1"
East	☐ N/A	☐ Yes ☐ No	☐ No Visible/Fine Layer	☐ ½ to 1"	☐ > 1"
West	☐ N/A	☐ Yes ☐ No	☐ No Visible/Fine Layer	☐ ½ to 1"	☐ > 1"
Facade Description: _____					
Roof					
Debris: ☐ No Visible /Fine Layer ☐ ½ to 1" ☐ > 1"					
Description: _____					
Setbacks N/A ☐					
Floor: _____	Debris: ☐ No Visible/Fine Layer	☐ ½ to 1"	☐ > 1"		
Floor: _____	Debris: ☐ No Visible/Fine Layer	☐ ½ to 1"	☐ > 1"		
Floor: _____	Debris: ☐ No Visible/Fine Layer	☐ ½ to 1"	☐ > 1"		
Floor: _____	Debris: ☐ No Visible/Fine Layer	☐ ½ to 1"	☐ > 1"		
Floor: _____	Debris: ☐ No Visible/Fine Layer	☐ ½ to 1"	☐ > 1"		
Comments					
Results communicated verbally PL					

Date: 5/20/2002

 Inspection Team: Name: CARL WITCHMEDIAL Agency: NYC DEP
 Name: _____ Agency: _____

WTC Visual Survey Form

Premise Address: <u>22 Thames St</u>		
Block:	Residential ☐ Commercial ☒	Name of Building: <u>AMEY</u>
Lot:	Mix Use ☐ Other ☐	
# of Stories: <u>15</u>	AKA's:	
Building Owner/Management:		Telephone Number: ()
Name: <u>AMEY</u>		FAX: ()
Address:		
On Site Contact:		Telephone Number: (212) 306 1180
Name: <u>CAROL HOOVER</u>		
Building Owner Management Activities		
Interior Survey Performed ☐ Yes ☐ No		
Exterior Survey Performed ☐ Yes ☐ No		
General Clean Up ☐ Yes ☐ No Locations: _____		
ACM Clean Up ☐ Yes ☐ No Locations: _____		
Air Monitoring ☐ Yes ☐ No Locations: _____		
Copies of All Reports and Data Requested ☐ Yes		

Visual Inspection Results:

Facade:					
		Inspected	Debris		
North	☐ N/A	☐ Yes ☐ No	☒ No Visible/Fine Layer	☐ ½ to 1"	☐ > 1"
South	☐ N/A	☐ Yes ☐ No	☒ No Visible/Fine Layer	☐ ½ to 1"	☐ > 1"
East	☐ N/A	☐ Yes ☐ No	☒ No Visible/Fine Layer	☐ ½ to 1"	☐ > 1"
West	☐ N/A	☐ Yes ☐ No	☒ No Visible/Fine Layer	☐ ½ to 1"	☐ > 1"
Facade Description: _____					
Roof					
Debris: ☒ No Visible /Fine Layer ☐ ½ to 1" ☐ > 1"					
Description: <u>Contractor was hired to clean</u>					
<u>only @ WTC locations</u>					
Setbacks N/A ☐					
Floor: _____	Debris: ☐ No Visible/Fine Layer	☐ ½ to 1"	☐ > 1"		
Floor: _____	Debris: ☐ No Visible/Fine Layer	☐ ½ to 1"	☐ > 1"		
Floor: _____	Debris: ☐ No Visible/Fine Layer	☐ ½ to 1"	☐ > 1"		
Floor: _____	Debris: ☐ No Visible/Fine Layer	☐ ½ to 1"	☐ > 1"		
Floor: _____	Debris: ☐ No Visible/Fine Layer	☐ ½ to 1"	☐ > 1"		
Comments					
<u>Areas where debris was @ was</u>					
<u>not cleaned.</u>					
<u>However, the entire roof underwent</u>					
<u>a gross clean up the first week of 9/11</u>					
Date: <u>8/15</u> /2002					
Inspection Team: Name: <u>CARL</u>			Agency: _____		
Name: _____			Agency: _____		

ENTERED