

MILFORD MANAGEMENT CORP.

99 BATTERY PLACE
NEW YORK, NEW YORK 10280
TEL: 212/842-7310
FAX: 212/842-7410

January 2, 2002

Andrew Goodman, MD, MPH
Associate Commissioner
The City of New York
Department of Health
40 Worth Street
New York, NY 10013

Re: 99 Battery Place
200 Rector Place
380 Rector Place
377 Rector Place

Dear Mr. Goodman:

As you requested, enclosed please find copies of environmental test results for the above buildings.

Additionally, the following clean-up took place in the above buildings:

- 1) We had a restoration company clean all common areas of the building.
- 2) Unit owners and private apartments contracted with restoration companies to clean individual units.
- 3) The outside of the buildings (including balconies/terraces and all grounds), were power washed.
- 4) All exhaust and fresh air duct work was cleaned and all filters replaced.
- 5) Individual heating/air conditioning units power washed and filters replaced.
- 6) Gravel removed from roofs.

If you need any additional information, please feel free to contact us.

Very truly yours,

MILFORD MANAGEMENT CORP.



Lorraine Doyle
Management Executive

380 Rector Pl.
14) roof

200 Rector Pl.
3(+) roof

What was done
about (+) ?

How,
who,
ACPT

Grave 1 was removed
from roof see letter
dated 11/2/02
Hem 6

MILFORD MANAGEMENT CORP.

99 BATTERY PLACE
NEW YORK, NEW YORK 10280
TEL: 212/842-7310
FAX: 212/842-7410

February 26, 2002

R. Radhakrishnan, P.E.
Director
Asbestos Control Program
DEP
59-17 Junction Boulevard
Corona, New York 11368-5107

Re: 200 Rector Place
377 Rector Place
380 Rector Place
99 Battery Place

Dear Mr. Radhakrishnan:

As you requested, enclosed are copies of the following environment hazard assessments including bulk sample results and air monitoring results for the above referenced buildings.

- Air monitoring asbestos testing – dated 9/22/01
10/4/01
10/26/01
- Water contamination testing – dated 9/26/01
10/16/01
10/18/01
- Roof debris sample testing – dated 11/14/01
- Building Structural Inspection 9/26/01
- Air vents and air shafts cleaned – dates
- Window air conditioning units cleaned
- Fire Alarm inspections – dated 9/27/01
- Exterior façade cleaning
- Interior cleaning of building
- Elevator hatch cleandowns & blow out motor rooms

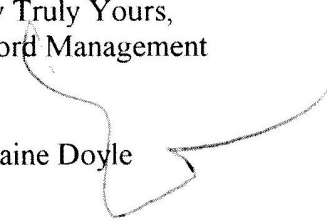
MILFORD MANAGEMENT CORP.

99 BATTERY PLACE
NEW YORK, NEW YORK 10280
TEL: 212/842-7310
FAX: 212/842-7410

Also included is a summary of clean-up activities as the above referenced sites.

Very Truly Yours,
Milford Management

Lorraine Doyle

A handwritten signature in black ink, appearing to be 'Lorraine Doyle', is written over the printed name. The signature is fluid and cursive, with a long horizontal stroke extending to the right.

9-25-2001 8:01AM

FROM PARKER HOUSE SERVICE 9143374955

P. 2

P
H
S

Parker House Services, Inc.

14 Leewood Circle
Eastchester, NY 10709
(914) 337-0229
Fax (914) 337-4955

September 25, 2001

Milford Management
155 West 68th Street
New York, NY 10023

Attn: Robert Gross

Re: Results of Air Testing @ Liberty Court, View, Terrace & House

In accordance with protocols recently established and in full compliance with the NYC Asbestos Rules and Regulations, Title#15, Chapter#1, ambient air monitoring was conducted at the subject locations. The final results of said testing for Saturday September 22, 2001 were as follows:

LOCATION	SAMPLE#	TOTAL	FINALS
99 Battery - Inside Lobby	0922-01-F	<0.0049	NSD
" " Outside Bldg.	0922-02-F	<0.0049	NSD
" " InsideMgmtOffice	0922-03-F	<0.0049	NSD
" " Inside 4thFloorHall	0922-04-F	<0.0049	NSD
380 RectorPl - Inside Lobby	0922-05-F	<0.0049	NSD
" " Outside Bldg.	0922-06-F	<0.0049	NSD
200 RectorPl - Inside Lobby	0922-07-F	<0.0049	chrysotile
" " Outside Bldg.	0922-08-F	<0.0049	NSD
377 RectorPl - Inside Lobby	0922-09-F	<0.0049	NSD
" " Outside Bldg.	0922-10-F	<0.0049	NSD

(N.B. NSD = No Structures Detected)

All samples were analyzed by Transmission Electron Microscopy,
Scilab ELAP#11480, NVLAP#200546-0.

All final samples pass final clearance levels. No further action is necessary.

Very truly yours,

Michael LaCommart
Michael LaCommart-President

09/25/01 TUE 08:56 [TX/RX NO 9918]

2002

OWHIL

09/25/01 TUE 10:21 FAX 212 769 0519

SciLab Job #: 201092755
Client Name: Parker House Services, Inc.

Table 1
Summary of Transmission Electron Microscopy (TEM) Results for Asbestos (air)
PHS01007; 327 Rector, 99 Battery Place, 200 Rector, 380 Rector Place / AMBIENT

SciLab Sample #	Client Sample #	Dilution Factor	Air Filtered (liters)	Area Analyzed (sq. mm.)	Analytical Sensitivity (struc/cc air)	Asbestos Structures Detected (Microons)			Structure Density (struc/sq. mm.)		Structure Concentration (struc/cc air)		Type of Asbestos
						0.5-5.0	>5.0	Total	>5.0	Total	>5.0	Total	
01	1109.22.01-01		1300	.06	0.0049	0.0	0.0	0.0	<16.7	<16.7	<0.0049	<0.0049	NSD
	Inside Lobby Near Elevator 99 Battery Place												
02	1109.22.01-02		1300	.06	0.0049	0.0	0.0	0.0	<16.7	<16.7	<0.0049	<0.0049	NSD
	99 Battery Place Outside Building												
03	1109.22.01-03		1300	.06	0.0049	0.0	0.0	0.0	<16.7	<16.7	<0.0049	<0.0049	NSD
	99 Battery Place Inside Milford Manag. Office												
04	1109.22.01-04		1300	.06	0.0049	0.0	0.0	0.0	<16.7	<16.7	<0.0049	<0.0049	NSD
	99 Battery Place Inside Corridor 4th Floor												
05	1109.22.01-05		1300	.06	0.0049	0.0	0.0	0.0	<16.7	<16.7	<0.0049	<0.0049	NSD
	380 Rector Place Inside Lobby												
06	1109.22.01-06		1300	.06	0.0049	0.0	0.0	0.0	<16.7	<16.7	<0.0049	<0.0049	NSD
	380 Rector Place Outside Building												
07	1109.22.01-07		1300	.06	0.0049	1.0	0.0	1.0	<16.7	16.7	<0.0049	0.0049	chrysotile
	200 Rector Place Inside Lobby												
08	1109.22.01-08		1300	.06	0.0049	0.0	0.0	0.0	<16.7	<16.7	<0.0049	<0.0049	NSD
	200 Rector Place Outside Building												
09	1109.22.01-09		1300	.06	0.0049	0.0	0.0	0.0	<16.7	<16.7	<0.0049	<0.0049	NSD
	377 Rector Place Inside Lobby												
10	1109.22.01-10		1300	.06	0.0049	0.0	0.0	0.0	<16.7	<16.7	<0.0049	<0.0049	NSD
	377 Rector Place Outside Building												
11**	1109.22.01-11												
	Field Blank												
12**	1109.22.01-12												
	Field Blank												
13**	1109.22.01-13												
	Sealed Blank												

* concentration represented by the detection of 1 structure

** not analyzed

NSD: No Asbestos Structures Detected

Reviewed By: _____; Analyzed By: R. Rys
Roman Pysakhov

Date: 9/22/01

NVLAP#: 200546-0

FROM PARKER HOUSE SERVICE 9143374955

9-25-2001 8:01AM



OCT. 8, 2001 11:23AM

FROM PARKER HOUSE SERVICE 9143374955

NO. 6791 P. 2

P. 1

P
H
S**Parker House Services, Inc.**

14 Leewood Circle
 Eastchester, NY 10709
 (914) 337-0229
 Fax (914) 337-4955

October 8, 2001

Milford Management
 155 West 68th Street
 New York, NY 10023

Attn: Robert Gross

Re: Results of Air Testing @ Liberty Court, View, Terrace & House

In accordance with protocols recently established and in full compliance with the NYC Asbestos Rules and Regulations, Title#15, Chapter#1, ambient air monitoring was conducted at the subject locations. The final results of said testing for Thursday October 4, 2001 were as follows:

LOCATION	SAMPLE#	TOTAL	FINALS
* 377 Rector Pl - Inside Lobby	1004-01-F	<0.0049	NSD
" " Outside Bldg.	1004-02-F	<0.0049	NSD
" " Inside 8 th Hall	1004-03-F	<0.0049	NSD
- 380 Rector Pl - Inside Lobby	1004-04-F	<0.0049	NSD
" " Outside Bldg.	1004-05-F	<0.0049	NSD
" " Inside 8 th Hall	1004-06-F	<0.0049	NSD
* 99 Battery Pl - Inside Lobby	1004-07-F	<0.0049	NSD
" " Outside Bldg.	1004-08-F	<0.0049	chrysotile
200 Rector Pl - Inside No.Lobby	1004-09-F	<0.0049	NSD
" " Inside So.Lobby	1004-10-F	<0.0049	NSD
" " Outside Bldg.	1004-11-F	<0.0049	NSD
" " Inside 8 th Hall	1004-12-F	<0.0049	NSD
377 Rector Pl - Inside Apt.# P11	1004-16-F	<0.0049	NSD
99 Battery Pl - Inside 8 th Hall	1004-17-F	<0.0049	NSD

(N.B. NSD = No Structures Detected)

All samples were analyzed by Transmission Electron Microscopy,
 Scilab ELAP#11480, NVLAP#200546-0.

All final samples pass final clearance levels. No further action is necessary.

Very truly yours,

Michael LaCommare
 Michael LaCommare-President

SciLab Job #: 201101396

Client Name: Parker House Services, Inc.

Table I

Summary of Transmission Electron Microscopy (TEM) Results for Asbestos (air)

PAS01012; 377 Rector Place, 380 Rector Pl., 99 Battery Place, 200 Rector Pl. BACKGROUNDS

SciLab Sample #	Client Sample #	Dilution Factor	Air Filtered (liters)	Area Analyzed (sq. mm.)	Analytical Sensitivity (struc/cc air)	Asbestos Structures Detected (Microns)			Structure Density (struc/sq. mm.)		Structure Concentration (struc/cc air)		Type of Asbestos
						0.5-5.0	>5.0	Total	>5.0	Total	>5.0	Total	
15**	II 100401 15												
	Field Blank												
16 inside	II 100401 16		1350	.06	0.0048	0.0	0.0	0.0	<16.7	<16.7	<0.0048	<0.0048	NSD
	377 Rector Place Inside Apartment	PII											

* concentration represented by the detection of 1 structure

** not analyzed

NSD: No Asbestos Structures Detected

Reviewed By: _____; Analyzed By: Glean Massey Date: 10/5/01

NVLAP#: 200546-0

FROM PARKER HOUSE SERVICE 9143374955

10-08-2001 6:38AM

SciLab Job #: 201101396

Client Name: Parker House Services, Inc.

Table 1
Summary of Transmission Electron Microscopy (TEM) Results for Asbestos (air)
PAS01012; 377 Rector Place, 380 Rector Pl., 99 Battery Place, 200 Rector Pl. BACKGROUNDS

SciLab Sample #	Client Sample #	Dilution Factor	Air Filtered (liters)	Area Analyzed (sq. mm.)	* Analytical Sensitivity (struc/cc air)	Asbestos Structures Detected (Microns)			Structure Density (struc/sq. mm.)		Structure Concentration (struc/cc air)		Type of Asbestos
						0.5-5.0	>5.0	Total	>5.0	Total	>5.0	Total	
01 inside	JJ 100401 01 377 Rector Place Inside Lobby		1350	.06	0.0048	0.0	0.0	0.0	<16.7	<16.7	<0.0048	<0.0048	NSD
02 outside	JJ 100401 02 377 Rector Place Outside Building		1350	.06	0.0048	0.0	0.0	0.0	<16.7	<16.7	<0.0048	<0.0048	NSD
03 inside	JJ 100401 03 377 Rector Place Inside Corridor 8th Floor		1350	.06	0.0048	0.0	0.0	0.0	<16.7	<16.7	<0.0048	<0.0048	NSD
04 inside	JJ 100401 04 380 Rector Place Inside Lobby		1350	.06	0.0048	0.0	0.0	0.0	<16.7	<16.7	<0.0048	<0.0048	NSD
05 outside	JJ 100401 05 380 Rector Place Outside Building		1350	.06	0.0048	0.0	0.0	0.0	<16.7	<16.7	<0.0048	<0.0048	NSD
06 inside	JJ 100401 06 380 Rector Place Inside 8th Floor		1350	.06	0.0048	0.0	0.0	0.0	<16.7	<16.7	<0.0048	<0.0048	NSD
07 inside	JJ 100401 07 99 Battery Place Inside Lobby		1350	.06	0.0048	0.0	0.0	0.0	<16.7	<16.7	<0.0048	<0.0048	NSD
08 outside	JJ 100401 08 99 Battery Place Outside Building		1350	.06	0.0048	1.0	0.0	1.0	<16.7	16.7	<0.0048	0.0048	chrysotile
09 inside	JJ 100401 09 200 Rector Place Inside North Lobby		1350	.06	0.0048	0.0	0.0	0.0	<16.7	<16.7	<0.0048	<0.0048	NSD
10 inside	JJ 100401 10 200 Rector Place Inside South Lobby		1350	.06	0.0048	0.0	0.0	0.0	<16.7	<16.7	<0.0048	<0.0048	NSD
11 outside	JJ 100401 11 200 Rector Place Outside Building		1350	.06	0.0048	0.0	0.0	0.0	<16.7	<16.7	<0.0048	<0.0048	NSD
12 inside	JJ 100401 12 200 Rector Place Inside 8th Floor		1350	.06	0.0048	0.0	0.0	0.0	<16.7	<16.7	<0.0048	<0.0048	NSD
13**	JJ 100401 13 Sealed Blank												
14**	JJ 100401 14 Field Blank												

* concentration represented by the detection of 1 structure

** not analyzed

NSD: No Asbestos Structures Detected

Reviewed By: _____

Analyzed By: John Massey

Date: 10/5/01

NYLAP#: 200546-0

OCT. 8. 2001 11:23AM
SCIENTIFIC LABS

FROM PARKER HOUSE SERVICE 9143374955

NO. 6791 P. 3
212 679 9592 P. 2

10/08/01 MON 11:32 LTX/RX NO 50671

P. 5

SciLab Job #: 201101556

Client Name: Parker House Services, Inc.

Table I

Summary of Transmission Electron Microscopy (TEM) Results for Asbestos (air)

PHS01012; 377 Rector Place, 380 Rector Place, 99 Battery Place, 200 Rector Place / BACKGROUND

SciLab Sample #	Client Sample #	Dilution Factor	Air Filtered (liters)	Area Analyzed (sq. mm.)	Analytical Sensitivity (struc/cc air)	Asbestos Structures Detected (Microons)			Structure Density (struc/sq. mm.)		Structure Concentration (struc/cc air)		Type of Asbestos
						0.5-5.0	>5.0	Total	>5.0	Total	>5.0	Total	
01	NJ100401-17 99 Battery Place, Inside Corridor, 8th Floor		1350	.06	0.0048	0.0	0.0	0.0	<16.7	<16.7	<0.0048	<0.0048	NSD

FROM PARKER HOUSE SERVICE 9143374955

SCIENTIFIC LHS

10-08-2001 6:38AM
UL1-07-2001 04:06

concentration represented by the detection of 1 structure
not analyzed

ID: No Asbestos Structures Detected

VLAP#: 200546-0

Reviewed By: _____; Analyzed By:  Date: 10/7/01

Aleksandr Baranovskis

10/08/01 MON 07:33 [TX/RX NO 5065]

P
H
S

Parker House Services, Inc.

14 Leewood Circle
Eastchester, NY 10709
(914) 337-0229
Fax (914) 337-4955

October 27, 2001

Milford Management
155 West 68th Street
New York, NY 10023

Attn: Robert Gross

Re: Results of Air Testing @ 380 Rector Place, NYC

In accordance with protocols recently established and in full compliance with the NYC Asbestos Rules and Regulations, Title#15, Chapter#1, ambient air monitoring was conducted at the subject locations. The **final** results of said testing for **Friday October 26, 2001** were as follows:

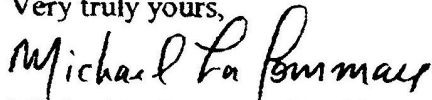
LOCATION	SAMPLE#	TotalAsbestos StructuresDetected	Type of Asbestos
380 Rector Place Apartment: P11	1026-002	0.0	NSD

(N.B. NSD = No Structures Detected)

All samples were analyzed by Transmission Electron Microscopy,
Scilab ELAP#11480, NVLAP#200546-0.

All samples pass final clearance levels. No further action is necessary.

Very truly yours,



Michael LaCommare-President

**P
H
S****Parker House Services, Inc.**

14 Leewood Circle
Eastchester, NY 10709
(914) 337-0229
Fax (914) 337-4955

October 27, 2001

Milford Management
155 West 68th Street
New York, NY 10023

Attn: Robert Gross

Re: Results of Air Testing @ 380 Rector Place, NYC

In accordance with protocols recently established and in full compliance with the NYC Asbestos Rules and Regulations, Title#15, Chapter#1, ambient air monitoring was conducted at the subject locations. The **final** results of said testing for **Friday October 26, 2001** were as follows:

LOCATION	SAMPLE#	TotalAsbestos StructuresDetected	Type of Asbestos
380 Rector Place Inside Lobby	1026-006	0.0	NSD
380 Rector Place Outside Lobby	1026-007	0.0	NSD

(N.B. NSD = No Structures Detected)

All samples were analyzed by Transmission Electron Microscopy,
Scilab ELAP#11480, NVLAP#200546-0.

All samples **pass final clearance levels. No further action is necessary.**

Very truly yours,


Michael LaCommare-President

**P
H
S****Parker House Services, Inc.**

14 Leewood Circle
Eastchester, NY 10709
(914) 337-0229
Fax (914) 337-4955

October 27, 2001

Milford Management
155 West 68th Street
New York, NY 10023

Attn: Robert Gross

Re: Results of Air Testing @ 377 Rector Place, NYC

In accordance with protocols recently established and in full compliance with the NYC Asbestos Rules and Regulations, Title#15, Chapter#1, ambient air monitoring was conducted at the subject locations. The final results of said testing for Friday October 26, 2001 were as follows:

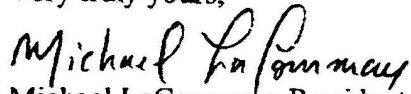
LOCATION	SAMPLE#	TotalAsbestos StructuresDetected	Type of Asbestos
377 Rector Place Inside Lobby	1026-003	0.0	NSD
377 Rector Place	1026-004	0.0	NSD

(N.B. NSD = No Structures Detected)

All samples were analyzed by Transmission Electron Microscopy,
Scilab ELAP#11480, NVLAP#200546-0.

All samples pass final clearance levels. No further action is necessary.

Very truly yours,


Michael LaCommata-President

P
H
S**Parker House Services, Inc.**

14 Leewood Circle
Eastchester, NY 10709
(914) 337-0229
Fax (914) 337-4955

October 27, 2001

Milford Management
155 West 68th Street
New York, NY 10023

Attn: Robert Gross

Re: Results of Air Testing @ 377 Rector Place, NYC

In accordance with protocols recently established and in full compliance with the NYC Asbestos Rules and Regulations, Title#15, Chapter#1, ambient air monitoring was conducted at the subject locations. The **final** results of said testing for **Friday October 26, 2001** were as follows:

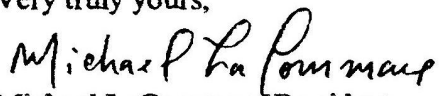
LOCATION	SAMPLE#	TotalAsbestos StructuresDetected	Type of Asbestos
377 Rector Place Apartment PII	1026-002	0.0	NSD

(N.B. NSD = No Structures Detected)

All samples were analyzed by Transmission Electron Microscopy,
Scilab ELAP#11480, NVLAP#200546-0.

All samples **pass final clearance levels. No further action is necessary.**

Very truly yours,


Michael LaCommare-President

P
H
S**Parker House Services, Inc.**

14 Leewood Circle
Eastchester, NY 10709
(914) 337-0229
Fax (914) 337-4955

October 27, 2001

Milford Management
155 West 68th Street
New York, NY 10023

Attn: Robert Gross

Re: Results of Air Testing @ 200 Rector Place, NYC

In accordance with protocols recently established and in full compliance with the NYC Asbestos Rules and Regulations, Title#15, Chapter#1, ambient air monitoring was conducted at the subject locations. The **final** results of said testing for **Friday October 26, 2001** were as follows:

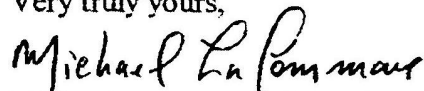
LOCATION	SAMPLE#	TotalAsbestos StructuresDetected	Type of Asbestos
200 Rector Place Apartment P11	1026-001	0.0	NSD

(N.B. NSD = No Structures Detected)

All samples were analyzed by Transmission Electron Microscopy,
Scilab ELAP#11480, NVLAP#200546-0.

All samples pass final clearance levels. No further action is necessary.

Very truly yours,



Michael LaCommare-President

**P
H
S****Parker House Services, Inc.**

14 Leewood Circle
Eastchester, NY 10709
(914) 337-0229
Fax (914) 337-4955

October 27, 2001

Milford Management
155 West 68th Street
New York, NY 10023

Attn: Robert Gross

Re: Results of Air Testing @ 200 Rector Place, NYC

In accordance with protocols recently established and in full compliance with the NYC Asbestos Rules and Regulations, Title#15, Chapter#1, ambient air monitoring was conducted at the subject locations. The final results of said testing for **Friday October 26, 2001** were as follows:

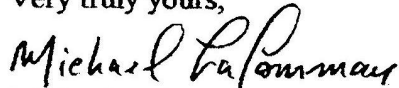
LOCATION	SAMPLE#	TotalAsbestos StructuresDetected	Type of Asbestos
200 Rector Place Inside Lobby	1026-012	0.0	NSD
200 Rector Place	1026-013	0.0	NSD

(N.B. NSD = No Structures Detected)

All samples were analyzed by Transmission Electron Microscopy,
Scilab ELAP#11480, NVLAP#200546-0.

All samples **pass final clearance levels. No further action is necessary.**

Very truly yours,



Michael LaCommare-President

**P
H
S**

Parker House Services, Inc.

14 Leewood Circle
Eastchester, NY 10709
(914) 337-0229
Fax (914) 337-4955

October 27, 2001

Milford Management
155 West 68th Street
New York, NY 10023

Attn: Robert Gross

Re: Results of Air Testing @ 99 Battery Place, NYC

In accordance with protocols recently established and in full compliance with the NYC Asbestos Rules and Regulations, Title#15, Chapter#1, ambient air monitoring was conducted at the subject locations. The final results of said testing for Friday October 26, 2001 were as follows:

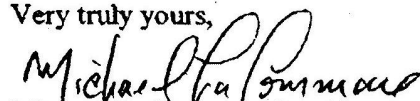
LOCATION	SAMPLE#	TotalAsbestos StructuresDetected	Type of Asbestos
99 Battery Place Apartment P11	1026-008	0.0	NSD

(N.B. NSD = No Structures Detected)

All samples were analyzed by Transmission Electron Microscopy, Scilab ELAP#11480, NVLAP#200546-0.

All samples pass final clearance levels. No further action is necessary.

Very truly yours,


Michael LaCommare-President

10-28-2001 7:20AM

FROM PARKER HOUSE SERVICE 9143374955

P. 2

P
H
S**Parker House Services, Inc.**

14 Leewood Circle
Eastchester, NY 10709
(914) 337-0229
Fax (914) 337-4955

October 27, 2001

Milford Management
155 West 68th Street
New York, NY 10023

Attn: Robert Gross

Re: Results of Air Testing @ 99 Battery Place, NYC

In accordance with protocols recently established and in full compliance with the NYC Asbestos Rules and Regulations, Title#15, Chapter#1, ambient air monitoring was conducted at the subject locations. The **final** results of said testing for **Friday October 26, 2001** were as follows:

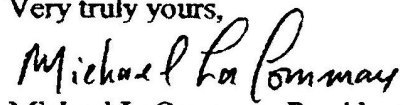
LOCATION	SAMPLE#	Asbestos Present	Total % Asbestos
99 Battery Place			
Apartment PII			
Terrace Debris	1026- Bulk	No	NAD

(N.B. NAD = No Asbestos Detected)

All samples were analyzed by PLM Bulk Analysis by EPA 600/M4-82-020,
Scilab ELAP#11480, NVLAP#200546-0.

Samples tested **NEGATIVE** for the presence of asbestos.
No further action is necessary.

Very truly yours,


Michael LaCommare-President

10/28/01 SUN 08:15 [TX/RX NO 5232]

**Parker House Services, Inc.**

14 Leewood Circle
Eastchester, NY 10709
(914) 337-0229
Fax (914) 337-4955

October 27, 2001

Milford Management
155 West 68th Street
New York, NY 10023

Attn: Robert Gross

Re: Results of Air Testing @ 99 Battery Place, NYC

In accordance with protocols recently established and in full compliance with the NYC Asbestos Rules and Regulations, Title#15, Chapter#1, ambient air monitoring was conducted at the subject locations. The **final** results of said testing for **Friday October 26, 2001** were as follows:

LOCATION	SAMPLE#	TotalAsbestos StructuresDetected	Type of Asbestos
99 Battery Place Inside Lobby	1026-009	0.0	NSD
99 Battery Place Outside Lobby	1026-010	0.0	NSD
99 Battery Place Inside Office	1026-011	0.0	NSD

(N.B. NSD = No Structures Detected)

All samples were analyzed by Transmission Electron Microscopy,
Scilab ELAP#11480, NVLAP#200546-0.

All samples **pass final clearance levels. No further action is necessary.**

Very truly yours,


Michael LaCommare-President

SciLab Job #: 201103552

Client Name: Parker House Services, Inc.

Table I
Summary of Transmission Electron Microscopy (TEM) Results for Asbestos (air)
 99 Battery Place, Apt. 18D

SciLab Sample #	Client Sample #	Dilution Factor	Air Filtered (liters)	Area Analyzed (sq. mm.)	* Analytical Sensitivity (struc/cc air)	Asbestos Structures Detected (Microns)			Structure Density (struc/sq. mm.)		Structure Concentration (struc/cc air)		Type of Asbestos
						0.5-5.0	>5.0	Total	>5.0	Total	>5.0	Total	
01	#008 Inside Apt. PII		600	.1	0.0064	0.0	0.0	0.0	<10	<10	<0.0064	<0.0064	NSD

concentration represented by the detection of 1 structure

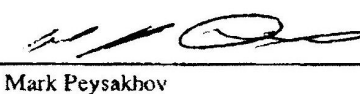
not analyzed

SD: No Asbestos Structures Detected

Reviewed By:



; Analyzed By:



Date: 10/26/01

Mark Peysakhov

VLAP#: 200546-0

11-22-2001 9:47AM

FROM PARKER HOUSE SERVICE 9143374955

P. 3



THE METRO GROUP, INC.
Servicing Water Systems with Environmental Care

Certificate of Analysis
Biological Potability Analysis

October 2, 2001

COMPANY: MILFORD MANAGEMENT
 377 RECTOR PLACE
 NEW YORK, NY

ANALYSIS NUMBER: #8368-5

SOURCE OF WATER: DOMESTIC WATER TANK –
 SWIMMING POOL

DATE OF COLLECTION: 9-26-01

BACTERIA COUNT, 48 HRS. 35°C, per ml: 2

**MOST PROBABLE NUMBER OF COLIFORM ORGANISMS,
 PER 100 ml:** LESS THAN 1.1

**MOST PROBABLY NUMBER OF FECAL COLIFORMS,
 PER 100 ml:** LESS THAN 1.1

COMMENT: Absence of coliform organisms and a low bacteria count
 indicate this water is of potable sanitary quality:
 bacteriologically fit for human consumption.

Jackie Darvishzadeh
JACKIE DARVISHZADEH
 LABORATORY MANAGER

JD:gn





THE METRO GROUP, INC.

Servicing Water Systems with Environmental Care

35-25 Twenty-Third Street
Long Island City, NY 11106
TEL: (718) 724-7000
FAX: (718) 724-0677

Certificate of Analysis
Biological Potability Analysis

October 2, 2001

COMPANY: MILFORD MANAGEMENT
377 RECTOR PLACE
NEW YORK, NY

ANALYSIS NUMBER: #8368-6

SOURCE OF WATER: DOMESTIC COLD WATER TANK

DATE OF COLLECTION: 9-26-01

BACTERIA COUNT, 48 HRS. 35°C, per ml: 4

MOST PROBABLE NUMBER OF COLIFORM ORGANISMS,
PER 100 ml: LESS THAN 1.1

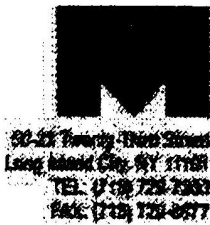
MOST PROBABLY NUMBER OF FECAL COLIFORMS,
PER 100 ml: LESS THAN 1.1

COMMENT: Absence of coliform organisms and a low bacteria count indicate this water is of potable sanitary quality: bacteriologically fit for human consumption.

Jackie Darvishzadeh
JACKIE DARVISHZADEH
LABORATORY MANAGER

JD:gn





THE METRO GROUP, INC.
Servicing Water Systems with Environmental Care

Certificate of Analysis
Biological Potability Analysis

October 2, 2001

COMPANY: MILFORD MANAGEMENT
 377 RECTOR PLACE
 NEW YORK, NY

ANALYSIS NUMBER: #8368-7

SOURCE OF WATER: DOMESTIC HOT WATER TANK

DATE OF COLLECTION: 9-26-01

BACTERIA COUNT, 48 HRS. 35°C, per ml: 2,900

**MOST PROBABLE NUMBER OF COLIFORM ORGANISMS,
 PER 100 ml:** LESS THAN 1.1

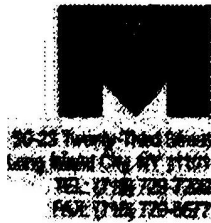
**MOST PROBABLY NUMBER OF FECAL COLIFORMS,
 PER 100 ml:** LESS THAN 1.1

COMMENT: Absence of coliform organisms and a low bacteria count indicate this water is of potable sanitary quality: bacteriologically fit for human consumption.

Jackie Darvishzadeh
JACKIE DARVISHZADEH
 LABORATORY MANAGER

JD:gn





THE METRO GROUP, INC.

Servicing Water Systems with Environmental Care

Certificate of Analysis Biological Potability Analysis

October 2, 2001

COMPANY: MILFORD MANAGEMENT
380 RECTOR PLACE
NEW YORK, NY

ANALYSIS NUMBER: #8368-8

SOURCE OF WATER: DOMESTIC HOT WATER TANK

DATE OF COLLECTION: 9-26-01

BACTERIA COUNT, 48 HRS. 35°C, per ml: 9,900

**MOST PROBABLE NUMBER OF COLIFORM ORGANISMS,
PER 100 ml:** LESS THAN 1.1

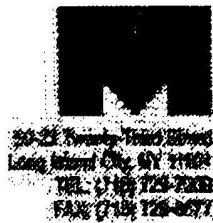
**MOST PROBABLY NUMBER OF FECAL COLIFORMS,
PER 100 ml:** LESS THAN 1.1

COMMENT: Absence of coliform organisms and a low bacteria count indicate this water is of potable sanitary quality: bacteriologically fit for human consumption.

Jackie Darvishzadeh
JACKIE DARVISHZADEH
LABORATORY MANAGER

JD:gn





THE METRO GROUP, INC.
Servicing Water Systems with Environmental Care

Certificate of Analysis
Biological Potability Analysis

October 2, 2001

COMPANY: MILFORD MANAGEMENT
 380 RECTOR PLACE
 NEW YORK, NY

ANALYSIS NUMBER: #8368-9

SOURCE OF WATER: DOMESTIC COLD WATER TANK

DATE OF COLLECTION: 9-26-01

BACTERIA COUNT, 48 HRS. 35°C, per ml: 11,000

**MOST PROBABLE NUMBER OF COLIFORM ORGANISMS,
 PER 100 ml:** LESS THAN 1.1

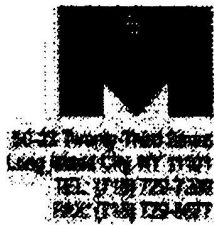
**MOST PROBABLY NUMBER OF FECAL COLIFORMS,
 PER 100 ml:** LESS THAN 1.1

COMMENT: Absence of coliform organisms indicate this water is of potable sanitary quality. However, in our opinion, a bacteria count more than 1,000 is substandard for Municipal drinking water.

Jackie Darvishzadeh
 JACKIE DARVISHZADEH
 LABORATORY MANAGER

JD:gn





THE METRO GROUP, INC.
Servicing Water Systems with Environmental Care

Certificate of Analysis
Biological Potability Analysis

October 2, 2001

COMPANY: MILFORD MANAGEMENT
 99 BATTERY PLACE
 NEW YORK, NY

ANALYSIS NUMBER: #8368-1

SOURCE OF WATER: DOMESTIC HOT WATER TANK

DATE OF COLLECTION: 9-26-01

BACTERIA COUNT, 48 HRS. 35°C, per ml: 330

MOST PROBABLE NUMBER OF COLIFORM ORGANISMS,
PER 100 ml: LESS THAN 1.1

MOST PROBABLY NUMBER OF FECAL COLIFORMS,
PER 100 ml: LESS THAN 1.1

COMMENTS: Absence of coliform organisms, and a low bacteria count, indicate this water is of good sanitary quality; bacteriologically fit for human consumption.

Jackie Darvishzadeh
JACKIE DARVISHZADEH
 LABORATORY MANAGER

JD:gn





THE METRO GROUP, INC.
Servicing Water Systems with Environmental Care

Certificate of Analysis
Biological Potability Analysis

October 2, 2001

COMPANY: MILFORD MANAGEMENT
 99 BATTERY PLACE
 NEW YORK, NY

ANALYSIS NUMBER: #8368-2

SOURCE OF WATER: DOMESTIC COLD WATER TANK

DATE OF COLLECTION: 9-26-01

BACTERIA COUNT, 48 HRS. 35°C, per ml: 5,300

MOST PROBABLE NUMBER OF COLIFORM ORGANISMS,
PER 100 ml: LESS THAN 1.1

MOST PROBABLY NUMBER OF FECAL COLIFORMS,
PER 100 ml: LESS THAN 1.1

COMMENT: Absence of coliform organisms indicate this water is of potable sanitary quality. However, in our opinion, a bacteria count more than 1,000 is substandard for Municipal drinking water.

Jackie Darvishzadeh
JACKIE DARVISHZADEH
 LABORATORY MANAGER

JD:gn





THE METRO GROUP, INC.

Servicing Water Systems with Environmental Care

Certificate of Analysis Biological Potability Analysis

October 2, 2001

COMPANY: MILFORD MANAGEMENT
200 RECTOR PLACE
NEW YORK, NY

ANALYSIS NUMBER: #8368-3

SOURCE OF WATER: DOMESTIC COLD WATER TANK

DATE OF COLLECTION: 9-26-01

BACTERIA COUNT, 48 HRS. 35°C, per ml: 390

**MOST PROBABLE NUMBER OF COLIFORM ORGANISMS,
PER 100 ml:** LESS THAN 1.1

**MOST PROBABLY NUMBER OF FECAL COLIFORMS,
PER 100 ml:** LESS THAN 1.1

COMMENT: Absence of coliform organisms and a low bacteria count indicate this water is of potable sanitary quality: bacteriologically fit for human consumption.

Jackie Darvishzadeh
JACKIE DARVISHZADEH
LABORATORY MANAGER

JD:gn





THE METRO GROUP, INC.

Servicing Water Systems with Environmental Care

56-25 Twenty-Third Street
Long Island City, NY 11101
TEL: (718) 724-9800
FAX: (718) 724-8677

Certificate of Analysis
Biological Potability Analysis

October 2, 2001

COMPANY: MILFORD MANAGEMENT
200 RECTOR PLACE
NEW YORK, NY

ANALYSIS NUMBER: #8368-4

SOURCE OF WATER: DOMESTIC HOT WATER TANK

DATE OF COLLECTION: 9-26-01

BACTERIA COUNT, 48 HRS. 35°C, per ml: 980

**MOST PROBABLE NUMBER OF COLIFORM ORGANISMS,
PER 100 ml:** LESS THAN 1.1

**MOST PROBABLY NUMBER OF FECAL COLIFORMS,
PER 100 ml:** LESS THAN 1.1

COMMENT: Absence of coliform organisms and a low bacteria count
indicate this water is of potable sanitary quality:
bacteriologically fit for human consumption.

Jackie Darvishzadeh
JACKIE DARVISHZADEH
LABORATORY MANAGER

JD:gn



11/02/2001 09:33 7187298677

THE METRO GROUP

PAGE 03/03



THE METRO GROUP, INC.
Servicing Water Systems with Environmental Care

50-22 Broadway Third Street
Long Island City, NY 11101
TEL: (718) 754-7300
FAX: (718) 750-0879

Certificate of Analysis Biological Potability Analysis

November 1, 2001

COMPANY: MILFORD MANAGEMENT
380 RECTOR PLACE
NEW YORK, NY

ANALYSIS NUMBER: #8405

SOURCE OF WATER: APT. PII MASTER BEDROOM
SHOWER, COLD

DATE OF COLLECTION: 10-18-01

BACTERIA COUNT, 48 HRS. 35°C, per ml: 92

**MOST PROBABLE NUMBER OF COLIFORM ORGANISMS,
PER 100 ml:** LESS THAN 1.1

**MOST PROBABLY NUMBER OF FECAL COLIFORMS,
PER 100 ml:** LESS THAN 1.1

COMMENTS: Absence of coliform organisms, and a low bacteria count, indicate this water is of good sanitary quality; bacteriologically fit for human consumption.

Jackie Darvishzadeh
JACKIE DARVISHZADEH
LABORATORY MANAGER

JD:gn



11/02/2001 09:33 7187298677

THE METRO GROUP

PAGE 02/03



THE METRO GROUP, INC.
Servicing Water Systems with Environmental Care

2001 Tenthon-Todd Street
 Long Island City, NY 11101
 TEL: 718-738-7000
 FAX: 718-738-8870

CERTIFICATE OF ANALYSIS METAL SCAN ANALYSIS

MILFORD MANAGEMENT
 380 RECTOR PLACE
 NEW YORK, NY

ANALYSIS NO.: 8405
 DATE: 11/1/01
 SAMPLING DATE: 10/18/01

SOURCE OF SAMPLE - WATER FROM APT. P11 MASTER BEDROOM SHOWER, COLD
 Tests: Chemical analysis for conformance with Safe Drinking Water Act.

PARAMETER	YOUR RESULT	SAFE DRINKING WATER ACT MAX. CONTAMINANT LEVEL	
Chloride	13.3	250	mg/L
Color	<5.0	15	Units
Conductivity	112		umhos/cm
Fluoride	1.00	2.2	mg/L
Corrosivity (L.S.I.)	-2.24		Units
Nitrate N	0.17	10.0	mg/L
Odor	0	3	Units
pH	6.6	6.5-8.5	Units
Sulfate	6.6	250	mg/L
Total Alkalinity	22.4		mg/L
Total Dissolve Solids	99.0		mg/L
Turbidity	<1.0	5.0	ntu
Arsenic	<3.0	50.0	ug/L
Barium	<0.20	2.0	mg/L
Cadmium	<5.00	5.0	ug/L
Calcium	8.24		mg/L
Chromium	<0.01	.10	mg/L
Copper	0.08	1.3	mg/L
Lead	<1.0	15.0	ug/L
Iron	0.02	.30	mg/L
Magnesium	2.07		mg/L
Manganese	0.02	0.30	mg/L
Sodium	9.77	250	mg/L
Total Hardness	28.1		mg/L
Zinc	0.02	5.0	mg/L

CODES: MCL (Maximum Contaminant Level), mg/L (milligrams/liter - ppm), * indicates analyte exceeds EPA/SDWA proposed maximum contamination level.

COMMENTS: ALL PARAMETERS FALL WITHIN THE MAXIMUM CONTAMINANT LEVELS STIPULATED FOR A SAFE DRINKING WATER.

JD:gn

Jackie Duvishvsky
 LABORATORY MANAGER



Ambient Group, Inc.
10 Morris Avenue
Glen Cove, NY 11542

Client: Isseks Brothers, Inc.
 298 Broome Street
 New York, NY 10002

Project: 211462-01

Date: 10/18/01

Ambient Group, Inc. received one (1) client-submitted water sample for potability analysis. The sample submitted represented water from 99 Battery Place.

PURPOSE

The purpose of submitting the water samples was to determine its potability by analyzing the samples for Coliform organisms (bacteriological analysis) and/or inorganic elements (chemical analysis). The results of the analysis were then compared to the Maximum Contaminant Levels (MCL) of the National Primary and Secondary Drinking Water Regulations. 1,2

CONCLUSION

The water sample and analysis show this water to be potable.

The concentrations of all parameters analyzed fall below the maximum contaminant levels stipulated in the National Primary and Secondary Drinking Water Regulations pursuant to the federal Safe Drinking Water Act, indicating that, with regard to these elements, the water is chemically fit for human consumption. The absence of Coliform organisms indicates that this water is good sanitary quality; bacteriologically fit for human consumption.

RESULTS

Incubated		Analyzed		Result		Standard	Sample ID
Date	Time	Date	Time	Coliform	E.Coli	0 ColonyUnits per 100mL	
10/16/01	2:00 PM	10/17/01	2:00 PM	Negative	Negative	0 ColonyUnits per 100mL	38840

METHODS

All analysis was performed by EPA approved procedures. Bacteria analysis was done using immunoassay technology to determine the presence of Coliform and E. Coli. The method is sensitive to 1 CFU / 100 ml of sample.

Signed for Ambient Group, Inc. by:



Michael Borello, M.S.
 Laboratory Manager

- 1 40 CFR 141 Subpart B (US Government Printing Office, Washington: 1992) pp596-9.
- 2 40 CFR 143.3 (US Government Printing Office, Washington: 1992) pp772-4.

Ambient Group, Inc.
10 Morris Avenue
Glen Cove, NY 11542

Client: Isseks Brothers, Inc.
 298 Broome Street
 New York, NY 10002

Project: 211462-10

Date: 10/18/01

Ambient Group, Inc. received one (1) client-submitted water sample for potability analysis. The sample submitted represented water from 380 Rector Place.

PURPOSE

The purpose of submitting the water samples was to determine its potability by analyzing the samples for Coliform organisms (bacteriological analysis) and/or inorganic elements (chemical analysis). The results of the analysis were then compared to the Maximum Contaminant Levels (MCL) of the National Primary and Secondary Drinking Water Regulations. 1,2

CONCLUSION

The water sample and analysis show this water to be potable.

The concentrations of all parameters analyzed fall below the maximum contaminant levels stipulated in the National Primary and Secondary Drinking Water Regulations pursuant to the federal Safe Drinking Water Act, indicating that, with regard to these elements, the water is chemically fit for human consumption. The absence of Coliform organisms indicates that this water is good sanitary quality; bacteriologically fit for human consumption.

RESULTS

Incubated		Analyzed		Result		Standard	Sample ID
Date	Time	Date	Time	Coliform	E. Coli	0 ColonyUnits per 100mL	
10/16/01	2:00 PM	10/17/01	2:00 PM	Negative	Negative	0 ColonyUnits per 100mL	38850

METHODS

All analysis was performed by EPA approved procedures. Bacteria analysis was done using immunoassay technology to determine the presence of Coliform and E. Coli. The method is sensitive to 1 CFU / 100 ml of sample.

Signed for Ambient Group, Inc. by:



Michael Borello, M.S.
 Laboratory Manager

- 1 40 CFR 141 Subpart B (US Government Printing Office, Washington: 1992) pp596-9.
- 2 40 CFR 143.3 (US Government Printing Office, Washington: 1992) pp772-4.



Milford Management Corp.

20 WEST 64TH STREET
NEW YORK, N.Y. 10023

(212) 799-6240

October 5, 2001

Mr. Joel Greenberg
Chute Me
167 Fairfield Road
Fairfield, New Jersey 07004

Re: 377 RECTOR PLACE
LIBERTY HOUSE

Dear Joel:

This letter will act as your authorization to proceed with the laundry room vent clean up in accordance with your attached proposal dated October 1, 2001.

Please forward your insurance certificate(s) in accordance with the attached insurance addendum.

Very truly yours,

Robert Gross
As Agent for Milford Management Corp.

RG/aj

cc: Steve Rossi ✓
Lorraine Doyle
Kenny Shane
Annette Conte

enc.

Oct-05-01 07:36A 1-800-CHUTE-ME

18882488348

P.02

I-800-CHUTE-ME

1800chuteme.com

THE MOST TRUSTED NAME IN CHUTE CLEANING

GLOBAL HEADQUARTERS:

167 Fairfield Road, Fairfield, NJ 07004

CITY OFFICE:

39 Broadway, New York, NY 10006

PROPOSAL SUBMITTED TO:

Milford Management
20 West 64th Street
New York, N.Y. 10023

JOB SITE:

Liberty House
377 Rector Place
New York, N.Y.

Laundry chute

CONTACT: Bob GrossCONTACT: Ken ShanePHONE: 212-468-0226FAX: 212-769-0519PHONE: 212-945-0035

FAX: _____

CHUTES/FLOORS/BLDGs

ORDER NUMBER: 1001-4521

☐ 1 ☐ 27 ☐ 1

☐ SERVICE CONTRACT

DATE: October 1, 2001

☒ MULTIPLE LOCATION PRICING

I-800-CHUTE-ME will furnish materials and labor necessary to complete the following:

World Trade Center Catastrophe Clean-Up

THE FOLLOWING COMPONENTS OF THE DRYER SYSTEM WILL BE CLEANED

- ✓ dryer hook-ups & collars
- ✓ back of the machines - 20 units
- ✓ flex ducting - all units
- ✓ entire stationary duct (& connections) - 35 feet from dryers to main
- ✓ main dryer exhaust chute - 27 floors
- ✓ system exit - large commercial roof fan
- ✓ sanitizing biocide & encapsulant to the entire system - (airless spray)
- ✓ we will remove: _____ bags of lint (40 X 47 3 ply 44 gallon lawn & leaf bags)
- ✓ we will install: _____ access panels (20 gauge galvanized / silicon & screws)
- ✓ we will take before & after photos
- ✓ we will provide notes on any system irregularity

COMPLETE LAUNDRY ROOM RESIDUE WIPE DOWN
ALL ATTACHMENTS & CONNECTIONS PROFESSIONALLY RESEALED

UPON COMPLETION

TOTAL: \$ 4200

Plus applicable sales tax

Phone: **I-800-CHUTE-ME (248-8363)**

Fax: **I-888-CHUTE-IT (248-8348)**

INSURANCE ADDENDUM

Effective Date of Coverage:

Date Work Commences

Description of Operations/Location:

Liberty House
377 Rector Place
New York, New York 10280

Certificate Holder:

Timko Contracting Corp.
Milford Management Corp.
20 West 64th Street
New York, New York 10023

Coverage, Limits and General Requirements:

1. Insurance companies must be licensed to do business in the State of New York with no less than a Best's A-VII rating.
2. General Liability and Umbrella Insurance and Automobile Insurance, including comprehensive form, premises/operations, products/completed operation and all coverage in Broad Form CGL endorsement. Umbrella coverage must follow form.

Limits \$5,000,000 Combined Single Limit Bodily Injury and Property Damage.

3. Any agreement between the parties will provide the following:

The second party, (Contractor), hereby agrees to hold the first party, Timko Contracting Corp./Milford Management Corp., and the named additional insureds, and their officers, employees, agents, representatives and any of its subsidiary or affiliated entities harmless from all liability, loss, cost of damages, including punitive damages, from claims for injuries or death from any cause, while on or near the project 377 Rector Place or its employees or the employees of its subcontractors, or by reason of claims of any person or persons for injuries to persons or property from any cause occasioned in whole or in part by any acts or omissions of the second party, its representatives, employees, subcontractors or suppliers and whether or not it is contended that the first party contributed thereto in whole or in part, or was responsible therefore by reason of non-delegable duty.

Furthermore, the second party hereby agrees to hold the first party harmless from any claims for damages of any type, including consequential loss of use thereof of any materials, supplies, equipment, machinery, tools or related items belonging to the second party, its subcontractors, suppliers, employees or representatives, whether or not the first party is deemed responsible or negligent for such damage.

4. The cancellation clause must read as follows:

Should any of the above described policies be cancelled or materially modified before the expiration date thereof, the issuing company will mail 60 days written notice, via certified mail, to the named certificate holder.

5. The following entities or individuals are to be named as additional insureds on the Contractor's Commercial General Liability Policy as provided by Form #CG 20 10 - Additional Insured-Owner's, Lessees or Contractors (Form B) or it equivalent. Coverage is to be provided on a primary basis and must include a per project or per location aggregate limit endorsement.

Timko Contracting Corp.
Milford Management Corp.
Battery Park City Authority
Mariner's Cove Site J Associates
Liberty House Condominium
The Milstein Family
Robert Gross

6. Workers' Compensation Insurance - Statutory.



Milford Management Corp.

20 WEST 64TH STREET
NEW YORK, N.Y. 10023

(212) 799-6240

October 11, 2001

Mr. Joel Greenberg
Chute Me
167 Fairfield Road
Fairfield, New Jersey 07004

Re: 377 RECTOR PLACE
LIBERTY HOUSE

Dear Joel:

This letter will act as the contract between Milford Management Corp. and Chute Me for the duct and fan cleaning at the above referenced site all in accordance with your attached proposal dated October 10, 2001.

The total cost for this work will be \$52,701.00, plus tax in the amount of \$4,347.85, for a total of \$57,048.85.

Very truly yours,

Robert Gross
As Agent for Milford Management Corp.

RG/aj

cc: Anna Lopez
Steve Rossi
Lorraine Doyle
Kenny Shane
Ken Henyan
Annette Conte

enc.

Oct-10-01 12:45P 1-800-CHUTE-ME

18882488348

P.02

1-800-CHUTE-ME

1800chuteme.com

THE MOST TRUSTED NAME IN CHUTE CLEANING

GLOBAL HEADQUARTERS:

167 Fairfield Road, Fairfield, NJ 07004

CITY OFFICE:

39 Broadway, New York, NY 10006

PROPOSAL SUBMITTED TO:

Milford Management
20 West 64th Street
New York, N.Y. 10023

JOB SITE:

Liberty House
377 Rector Place
New York, N.Y.

CONTACT: Bob Gross

CONTACT: Ken Shane

PHONE: 212-468-0226

FAX: 212-769-0519

PHONE: 212-945-0035

FAX:

CHUTES/FLOORS/BLDGs

ORDER NUMBER: 1001-4525

☐ 13 ☐ 27 ☐ 1

☐ SERVICE CONTRACT

DATE: October 10, 2001

☒ MULTIPLE LOCATION PRICING

1-800-CHUTE-ME will furnish materials and labor necessary to complete the following:

World Trade Center Catastrophe Clean-Up

Dryer Line Vent Cleaning: HEPA Vacuuming, Sanitizing & Encapsulation
\$4200

Hallway Chute & Vent Cleaning: HEPA Vacuum, Biocide Treatment, Odor Neutralization
& Encapsulation Process
\$3000

Roof Fan & Enclosure Power Washing: Odor Neutralization & Encapsulation Process
(Analysis Sheet Provided)
\$8400

Apartment Vent & Riser Cleaning: 319 Apartment Vents (61 kitchen & 258 bathroom) and
accompanying thirteen 27 floor Air Chute Risers. HEPA Vacuum, Biocide Treatment, Odor
Neutralization and Encapsulation Process
\$39,875

sub total: \$55,475 - Less 5% \$2774

UPON RECEIPT

TOTAL: \$ 52,701

Plus applicable sales tax

BY:

DATE:

COMPANY NAME:

COMPANY SIGNATURE:

DATE:

ACCEPTANCE AND AUTHORIZATION TO PROCEED

Phone: **1-800-CHUTE-ME** (248-8363)

10/10/01 WED 14:17 [TX/RX NO 5087]



Milford Management Corp.

20 WEST 64TH STREET
NEW YORK, N.Y. 10023

(212) 799-6240

October 19, 2001

Mr. Sol Freud
Sani-Chute Environmental Services, Inc.
38 Drysdale Street
Staten Island, New York 10314

Re: LIBERTY COURT
LIBERTY TERRACE
LIBERTY VIEW
WTC

Dear Sol:

This letter will act as the contract between Sani-Chute Environmental Services, Inc. and Milford Management Corp. for the cleaning of the vents, fans, etc. as outlined in the attached proposals and cleaning procedures all attached herewith.

It is essential that the work in all these buildings be expedited.

Each building is to be invoiced separately when requesting payment.

Very truly yours,

Robert Gross
As Agent for Milford Management Corp.

RG/aj

cc: Anna Lopez
Steve Rossi
Lorraine Doyle ✓
Annette Conte
Angela Vigorito

enc.

Sani-Chute

ENVIRONMENTAL SERVICES, INC.

38 Drysdale Street
Staten Island
New York 10314

(718) 447-3700
Fax (718) 477-0333
Toll Free
(877) SANI-CHUTE

October 17, 2001

Milford Management
20 W 64th Street
New York, NY 10023

Attention: Mr. Bob Gross
Telephone: (212) 799-6240
Fax: (212) 769-0519

Dear Mr. Gross,

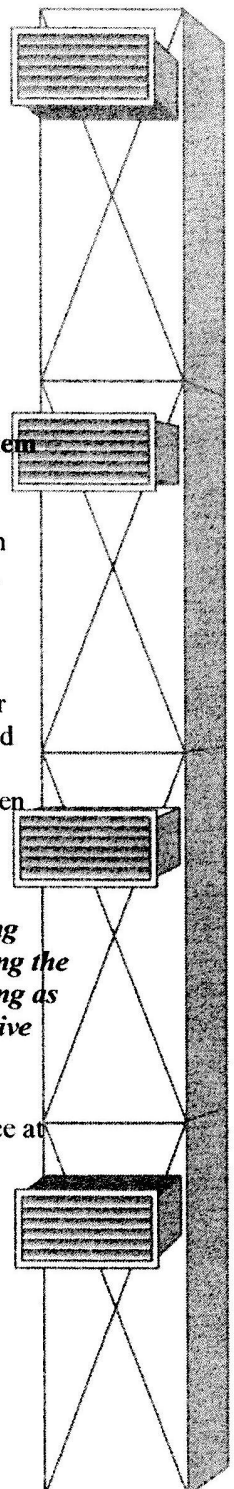
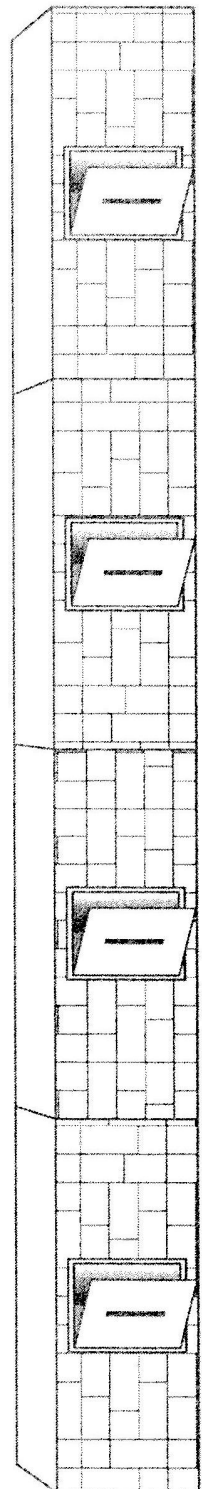
Thank you for your interest in Sani-Chute Environmental Services, Inc. As per our conversation, we are providing you with our **proposal for exhaust and ventilation system** cleaning for your properties.

Ventilation and exhaust systems that are clogged is an issue that is often neglected when it comes to routine building maintenance. However, clogged and dirty systems are often a source of harmful micro-organisms, fungi and disease in a building as well other potential hazards. These micro-organisms are often the cause of illness, allergies, respiratory illnesses and stale air that affect tenants and their families. In addition, the odors that emanate from clogged systems have a serious impact on the quality of life for your residents. Kitchen and bathroom exhaust systems, as well as hallways exhausts and ventilation systems need to be free of obstructions enabling these systems to circulate fresh air thereby eliminating the stale and musty odors that tenants and shareholders often complain about.

Unlike most of our competitors, our service entails the cleaning of the entire main vertical shaft and not only the vent and ductwork that lead to the shaft. This cleaning is imperative in order to enable proper air circulation in the shaft. By simply cleaning the ducting on each floor and not cleaning the main shaft you are accomplishing nothing as fresh air can not pass from the roof top fans into the building and into their respective exhaust registers.

If you have any questions or concerns, please feel free to contact me at your convenience at (718) 447-3700

Sol Freud
President



Compactor Chutes • Cleaning • Sanitizing • Repairs • Upgrades • Air Ducts

Page2
Milford Management
10/17/01

CLEANING PROCEDURES FOR VERTICAL HVAC AND EXHAUST DUCTING

- Step 1.** Perform a thorough visual inspection to determine the accessibility to the system. Vertical shafts often pose many challenges for cleaning procedures and remote inspection devices may be used.
- Step 2.** A remote vacuum/collector device will be attached to the duct to collect the contaminants once they become dislodged inside the ducts.
- Step 3.** The vacuum/collector is connected to the lower most portion of the shaft allowing the forces of gravity to help pull the debris into the vacuum system.
- Step 4.** Additional access to the vertical shaft will be gained on each floor of the building by inserting the cleaning tools into the duct and working the debris toward the shaft and then down to the point of vacuum hook up.
- Step 5.** At the time of the cleaning of a particular floor's duct work, it is imperative that the outlet and register openings of all other floors in the line be sealed off to prevent contamination from coming out of the system. Moreover, this helps in maintaining the negative air pressure within the system and improves the dust collection capability of our vacuum system. We will work with your staff in order to schedule accessibility to all units within a line in order that we service at least one line per day.
- Step 6.** Each grill or register is manually cleaned and degreased prior to reinstallation.
- Any damage or conditions that affect the proper functioning of the system will Be reported to the building representative and management.

Page 3
Milford Management
10/17/01

Prior to commencement of work, a service schedule will be arranged with management in order to allow us access to all apartments in a particular line.

Tenants must remove furniture or items under or in front of vents in order for our service men to have easy unobstructed access.

Pets should be secured in locked rooms.

Our service men do not have authority to enter and remain in apartments with out the accompaniment of the occupant or building personnel.

We will be as careful as possible in removing painted on registers in order to limit any paint chipping or plaster chips and brakes. In the event that a register or vent cover is too worn or rusted, a new one will be provided at a reasonable cost (upon written authorization from management).

All collected debris will be properly bagged and placed with buildings trash.

We will make every attempt to access all apartments if needed. If access can not be achieved and that particular apartment's vents can not be sealed off, then it will be the decision of management as whether to risk contamination of that particular unit or simply not service the connecting shaft line.

It is management's responsibility to inform tenants and staff of access dates. We will make a second attempt to clean any apartment's vents or tenants who were not home at initial cleaning.

Page 4
Milford Management
10/17/01

Service Address: 99 Battery Place, NYC -Liberty View

3 thru 11th floors

A	B	C	D	E	F	G	H	J	K	L	M
K-B	K-B	K-B	K-2B	K-2B	K-B	K-B	K-B	K-B	K-B	K-B	K-2B

N	P	R	S
K-B	K-B	K-B	K-B = (306) vent openings/grills

12 thru 28 floors

A	B	C	D	E	F	G	H	J	K
K-2B	K-B	K-B	K-B	K-B	K-B	K-B	K-B	K-B	K-B = (663) vent openings/grills

Total # vent openings/grills (969)

Includes all hallway exhaust and and HVAC system ducts, shafts, and grills.

*****PLEASE NOTE (B) BATH (K) KITCHEN (KB) KITCHEN AND BATH******

**Total \$ 22, 606.00 plus applicable sales tax
(TWENTY TWO THOUSAND SIX HUNDRED SIX DOLLARS)**

THE ABOVE ITEMS AND PRICE ARE ACCEPTED.

TERMS: 1/3 upon signing of contract, 1/3 upon completion, balance net 30 days

Date 11/19/01 PO#

Milford Management

Title

Denis Dasagut *Agent*

Page 5
Milford Management
10/17/01

Service Address: 380 Rector Place (Liberty Terrace)

2 thru 8th floors

A	B	C	D	E	F	G	H	J	K	L	M
K-2B	K-2B	K-B	K-B	K-B	K-2B	K-B	K-B	K-B	K-B	K-2B	2-B

M	P	R
2-B	K-2B	K-2B = (238) vent openings/grills

9th thru 25 floors

A	B	C	D	E	F	G	H	J
K-2B	K-B	K-B	K-B	K-B	K-B	2-B	2-B	K-2B = (340) vent openings/grills

Two (2) main fans on roof and (7) mushroom fans on 9th floor roof. Total (9)

Total # vent openings/grills (578)

Includes all hallway exhaust vents.

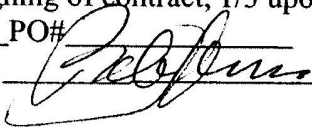
We will additionally vacuum the main dryer exhaust line that spans (26) floors.

*****PLEASE NOTE (B) BATH (K) KITCHEN (K-B) KITCHEN & BATH*****

**Total \$ 13,485.00 plus applicable sales tax.
(THIRTEEN THOUSAND FOUR HUNDRED EIGHTY FIVE DOLLARS)**

THE ABOVE ITEMS AND PRICE ARE ACCEPTED.

TERMS: 1/3 upon signing of contract, 1/3 upon completion, balance net 30 days

Date 11/19/01 PO#
Milford Management  Title 

Page 6
Milford Management
10/17/01

Service Address: 200 Rector Place, NYC (Liberty Court)

2nd floor

A B C
B B B = (3) vent openings/grills

3 thru 9th floors

A	B	C	D	E	F	G	H	I	J	K	L
K-B	B	B	B	B	B	B	B	B	B	B	B

M	N	P	R	S	T	U	V	W	X	Y	
B	B	B	B	B	B	B	B	B	B	B	B = (161) vent openings/grill

10 thru 37 floors

A	B	C	D	E	F	G	H	J	K	L	M	N
K-B	B	B	B	K-B	B	B	B	B	B	B	B	B

Total vent openings/grills = (420)

38 thru 43rd floors

A	B	C	D	E	F
K-B	2-B	2-B	2-B	2-B	2-B = (72) vent openings/grills

44th floor

A	B	C	D
B	B	B	B = (4) vent openings/grills

Total # vent openings/grills (660)

*****PLEASE NOTE (B) BATH (K) KITCHEN (KB) KITCHEN & BATH*****

Includes all hallway vents.

We will additionally brush and vacuum the main dryer exhaust line that spans (43) floors.

Total \$ 15,398.00 plus applicable sales tax.

(FIFTEEN THOUSAND THREE HUNDRED NINETY EIGHT DOLLARS)

THE ABOVE ITEMS AND PRICE ARE ACCEPTED.

TERMS: 1/3 upon signing of contract, 1/3 upon completion, balance net 30 days

Date 11/19/01 PO#
Milford Management Title

Page 7
Milford Management
10/17/01

The following additional items are included in this contract:

- 1) Video documentation of main risers.**
- 2) Price includes cleaning and detailing of all associated roof top fans units.**
- 3) Plastering, carpentry and spray painting of grill covers where necessary.**
- 4) Full calibration of fire dampers.**
- 5) Schedule make up dates in order to access tenant's apartments.**
- 6) Status of every apartment encountered (not home, refused, or signature) will be provided to management at the end of each week day.**
- 7) Fogging of Fosters sanitizing agents in risers if and where necessary.**

Sincerely,
Sol Freud

President

**FOR ADDITIONAL INFORMATION, PLEASE CONTACT
Sol Freud at (718) 447-3700**



Milford Management Corp.

20 WEST 64TH STREET
NEW YORK, N.Y. 10023

(212) 799-6240

October 4, 2001

Mr. Mo Siegel
Ice-Cap, Inc.
48-25 36th Street
Long Island City, New York 11101-1917

Re: 200 RECTOR PLACE – LIBERTY COURT
377 RECTOR PLACE – LIBERTY HOUSE
380 LIBERTY TERRACE – LIBERTY TERRACE
99 BATTERY PLACE – LIBERTY VIEW

Dear Mo:

This letter will act as your authorization to proceed with the removal and cleaning of window a/c units in accordance with your attached letter dated September 28, 2001.

Invoices for payment may be submitted on a weekly basis. Final adjustment on the actual units removed and replaced will be reviewed before final payment.

Please forward certificates of insurance in accordance with the enclosed insurance requirements immediately.

It is understood that time is of the essence for this work.

Very truly yours,

Robert Gross
As Agent for Milford Management Corp.

RG/aj

cc: Anna Lopez
Steve Rossi
Lorraine Doyle ✓
Annette Conte

enc.

09/28/01 FRI 15:07 FAX 7183924193

ICE-CAP, INC.

001

ICE-CAP, Inc.
 48-25 36th Street
 Long Island City NY 11101
 Tel: 718 / 729-7000 Fax: 718 / 392-4193 Email: mo@icecap.com

SALES OFFICE

ICE-CAP, Inc.

Confidential Fax Quote

To: Bob Gross	From: Mo Siegel
Cc: Milford Management	Pages: 1
Fax: 212-769-0519	Date: 9/28/01
Re: Liberty Buildings – Battery Park City	CC: File

Dear Bob:

After a site review of conditions at the four Liberty buildings at Battery Park City, we recommend the following procedure to ensure proper clean out and functionality of the Ice-Cap Packaged Terminal Air Conditioners currently in use at these buildings:

1. Initial purchase of approximately 140 units – i.e. approximately one floor per building – that would be installed so that a floor of units could be removed from each building. At time of unit removal, wall sleeve, exterior louver and heating assembly would be vacuum cleaned.
2. Removed units would be trucked to our plant for proper cleaning, including removal of sheet metal covers, pressure washing, cleaning drain hose and pans and unit reassembly.
3. After cleaning, motors would be oiled and units run checked for functionality. Any units requiring service repairs would be held for your service authorization, according to a set schedule of repair costs that would be furnished prior to the commencement of this work.
4. Units would then have fresh foam tape gasketing applied and be returned to the building, and installed in place of a new set of existing units, which would be removed and shipped to our plant for cleaning and refurbishment. This process would continue until all units have been cleaned and returned to the sites.

Pricing for the above is as follows:

Purchase of 140 units: 90 units – Model 5RSK09 – 115v/ 9000 Btu @ \$765. each \$ 68,850.00

50 units – Model 8RSK16 – 208v/14400 Btu @ \$846. each \$ 42,300.00

Removal, cleaning and re-installation of 3430 +/- units @ \$76.00 each

~~\$260,680.00~~

250,000

Subtotal

73.00

~~\$371,830.00~~

360,000

Taxes (if applicable) are additional

Appx. 100,000

B. Gross
 M. Siegel
 10/1/01

09/28/01 FRI 15:13 [TX/RX NO 9958]

09/28/01 FRI 15:07 FAX 7183924193

ICE-CAP, INC.

002

September 28, 2001

Tailboard site delivery, unit removal and re-installation are included, as is first year parts and labor warranty on all new units. Taxes are additional. Any changes or additions will be quoted separately. This quote is valid for thirty days from the above date, and subject to acceptance by Ice-Cap at time of order, and to our standard terms and conditions.

Please review the above Quotation, and do not hesitate to contact us with any questions or comments. We thank you for your interest in Ice-Cap and our products, and look forward to working with you on this and future projects.



Regards,

Mo Siegel

Please Note: This document and all accompanying documents contain information belonging to the Sender which is legally privileged and is solely intended for the use of the recipient named above. You are hereby notified that any disclosure, copying or distribution of this information, or the taking of any action based upon receipt of this information, is strictly prohibited. If you have received this information in error, please notify the Sender by telephone at once at (800) 782-2765, to arrange for return or destruction of this information. Thank you for your co-operation.

INSURANCE ADDENDUM

Effective Date of Coverage:

Date Work Commences

Description of Operations/Location:

Liberty Court
200 Rector Place
New York, New York 10280

Certificate Holder:

Timko Contracting Corp.
Milford Management Corp.
20 West 64th Street
New York, New York 10023

Coverage, Limits and General Requirements:

1. Insurance companies must be licensed to do business in the State of New York with no less than a Best's A-VII rating.
2. General Liability and Umbrella Insurance and Automobile Insurance, including comprehensive form, premises/operations, products/completed operation and all coverage in Broad Form CGL endorsement. Umbrella coverage must follow form.

Limits \$5,000,000 Combined Single Limit Bodily Injury and Property Damage.

3. Any agreement between the parties will provide the following:

The second party, (Contractor), hereby agrees to hold the first party, Timko Contracting Corp./Milford Management Corp., and the named additional insureds, and their officers, employees, agents, representatives and any of its subsidiary or affiliated entities harmless from all liability, loss, cost of damages, including punitive damages, from claims for injuries or death from any cause, while on or near the project 200 Rector Place or its employees or the employees of its subcontractors, or by reason of claims of any person or persons for injuries to persons or property from any cause occasioned in whole or in part by any acts or omissions of the second party, its representatives, employees, subcontractors or suppliers and whether or not it is contended that the first party contributed thereto in whole or in part, or was responsible therefore by reason of non-delegable duty.

Furthermore, the second party hereby agrees to hold the first party harmless from any claims for damages of any type, including consequential loss of use thereof of any materials, supplies, equipment, machinery, tools or related items belonging to the second party, its subcontractors, suppliers, employees or representatives, whether or not the first party is deemed responsible or negligent for such damage.

4. The cancellation clause must read as follows:

Should any of the above described policies be cancelled or materially modified before the expiration date thereof, the issuing company will mail 60 days written notice, via certified mail, to the named certificate holder.

5. The following entities or individuals are to be named as additional insureds on the Contractor's Commercial General Liability Policy as provided by Form #CG 20 10 – Additional Insured-Owner's, Lessees or Contractors (Form B) or its equivalent. Coverage is to be provided on a primary basis and must include a per project or per location aggregate limit endorsement.

Timko Contracting Corp.
Milford Management Corp.
Battery Park City Authority
Mariner's Cove Site B Associates
Liberty Court Condominium
The Milstein Family
Robert Gross

6. Workers' Compensation Insurance - Statutory.

INSURANCE ADDENDUM

Effective Date of Coverage:

Date Work Commences

Description of Operations/Location:

Liberty House
377 Rector Place
New York, New York 10280

Certificate Holder:

Timko Contracting Corp.
Milford Management Corp.
20 West 64th Street
New York, New York 10023

Coverage, Limits and General Requirements:

1. Insurance companies must be licensed to do business in the State of New York with no less than a Best's A-VII rating.
2. General Liability and Umbrella Insurance and Automobile Insurance, including comprehensive form, premises/operations, products/completed operation and all coverage in Broad Form CGL endorsement. Umbrella coverage must follow form.

Limits \$5,000,000 Combined Single Limit Bodily Injury and Property Damage.

3. Any agreement between the parties will provide the following:

The second party, (Contractor), hereby agrees to hold the first party, Timko Contracting Corp./Milford Management Corp., and the named additional insureds, and their officers, employees, agents, representatives and any of its subsidiary or affiliated entities harmless from all liability, loss, cost of damages, including punitive damages, from claims for injuries or death from any cause, while on or near the project 377 Rector Place or its employees or the employees of its subcontractors, or by reason of claims of any person or persons for injuries to persons or property from any cause occasioned in whole or in part by any acts or omissions of the second party, its representatives, employees, subcontractors or suppliers and whether or not it is contended that the first party contributed thereto in whole or in part, or was responsible therefore by reason of non-delegable duty.

Furthermore, the second party hereby agrees to hold the first party harmless from any claims for damages of any type, including consequential loss of use thereof of any materials, supplies, equipment, machinery, tools or related items belonging to the second party, its subcontractors, suppliers, employees or representatives, whether or not the first party is deemed responsible or negligent for such damage.

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Timko Contracting Corp.
Milford Management Corp.
Battery Park City Authority
Mariner's Cove Site J Associates
Liberty House Condominium
The Milstein Family
Robert Gross

6. Workers' Compensation Insurance - Statutory.

INSURANCE ADDENDUM

Effective Date of Coverage:

Date Work Commences

Description of Operations/Location:

Liberty Terrace
380 Rector Place
New York, New York 10280

Certificate Holder:

Timko Contracting Corp.
Milford Management Corp.
20 West 64th Street
New York, New York 10023

Coverage, Limits and General Requirements:

1. Insurance companies must be licensed to do business in the State of New York with no less than a Best's A-VII rating.
2. General Liability and Umbrella Insurance and Automobile Insurance, including comprehensive form, premises/operations, products/completed operation and all coverage in Broad Form CGL endorsement. Umbrella coverage must follow form.

Limits \$5,000,000 Combined Single Limit Bodily Injury and Property Damage.

3. Any agreement between the parties will provide the following:

The second party, (Contractor), hereby agrees to hold the first party, Timko Contracting Corp./Milford Management Corp., and the named additional insureds, and their officers, employees, agents, representatives and any of its subsidiary or affiliated entities harmless from all liability, loss, cost of damages, including punitive damages, from claims for injuries or death from any cause, while on or near the project 380 Rector Place or its employees or the employees of its subcontractors, or by reason of claims of any person or persons for injuries to persons or property from any cause occasioned in whole or in part by any acts or omissions of the second party, its representatives, employees, subcontractors or suppliers and whether or not it is contended that the first party contributed thereto in whole or in part, or was responsible therefore by reason of non-delegable duty.

Furthermore, the second party hereby agrees to hold the first party harmless from any claims for damages of any type, including consequential loss of use thereof of any materials, supplies, equipment, machinery, tools or related items belonging to the second party, its subcontractors, suppliers, employees or representatives, whether or not the first party is deemed responsible or negligent for such damage.

4. The cancellation clause must read as follows:

Should any of the above described policies be cancelled or materially modified before the expiration date thereof, the issuing company will mail 60 days written notice, via certified mail, to the named certificate holder.

5. The following entities or individuals are to be named as additional insureds on the Contractor's Commercial General Liability Policy as provided by Form #CG 20 10 – Additional Insured-Owner's, Lessees or Contractors (Form B) or its equivalent. Coverage is to be provided on a primary basis and must include a per project or per location aggregate limit endorsement.

Timko Contracting Corp.
Milford Management Corp.
Battery Park City Authority
Mariner's Cove Site K Associates
Liberty Terrace Condominium
The Milstein Family
Robert Gross

6. Workers' Compensation Insurance - Statutory.

INSURANCE ADDENDUM

Effective Date of Coverage:

Date Work Commences

Description of Operations/Location:

Liberty View
99 Battery Place
New York, New York 10280

Certificate Holder:

Timko Contracting Corp.
Milford Management Corp.
20 West 64th Street
New York, New York 10023

Coverage, Limits and General Requirements:

1. Insurance companies must be licensed to do business in the State of New York with no less than a Best's A-VII rating.
2. General Liability and Umbrella Insurance and Automobile Insurance, including comprehensive form, premises/operations, products/completed operation and all coverage in Broad Form CGL endorsement. Umbrella coverage must follow form.

Limits \$5,000,000 Combined Single Limit Bodily Injury and Property Damage.

3. Any agreement between the parties will provide the following:

The second party, (Contractor), hereby agrees to hold the first party, Timko Contracting Corp./Milford Management Corp., and the named additional insureds, and their officers, employees, agents, representatives and any of its subsidiary or affiliated entities harmless from all liability, loss, cost of damages, including punitive damages, from claims for injuries or death from any cause, while on or near the project 99 Battery Place or its employees or the employees of its subcontractors, or by reason of claims of any person or persons for injuries to persons or property from any cause occasioned in whole or in part by any acts or omissions of the second party, its representatives, employees, subcontractors or suppliers and whether or not it is contended that the first party contributed thereto in whole or in part, or was responsible therefore by reason of non-delegable duty.

Furthermore, the second party hereby agrees to hold the first party harmless from any claims for damages of any type, including consequential loss of use thereof of any materials, supplies, equipment, machinery, tools or related items belonging to the second party, its subcontractors, suppliers, employees or representatives, whether or not the first party is deemed responsible or negligent for such damage.

4. The cancellation clause must read as follows:

Should any of the above described policies be cancelled or materially modified before the expiration date thereof, the issuing company will mail 60 days written notice, via certified mail, to the named certificate holder.

5. The following entities or individuals are to be named as additional insureds on the Contractor's Commercial General Liability Policy as provided by Form #CG 20 10 – Additional Insured-Owner's, Lessees or Contractors (Form B) or its equivalent. Coverage is to be provided on a primary basis and must include a per project or per location aggregate limit endorsement.

Timko Contracting Corp.
Milford Management Corp.
Battery Park City Authority
Battery Place Associates
Liberty View Condominium
The Milstein Family
Robert Gross

6. Workers' Compensation Insurance - Statutory.

Wolfgang Schlichter
License No. 9991

Schlichter Electric, Inc.
Licensed Electricians
WIRING OF HOMES, OFFICES AND FACTORIES
575 Fairview Ave.
Ridgewood, N.Y. 11385
Tel: 381-2169

September 27, 2001

To NYC Fire Department

This is to certify that after an inspection by this firm,
the fire alarms in the following buildings were found to
be back in service.

Liberty Court -	200 Rector Place
Liberty House -	377 Rector Place
Liberty Terrace -	380 Rector Place
Liberty View -	99 Battery Place



Wolfgang Schlichter
Schlichter Electric, Inc.

TIMKO CONTRACTING CORP.

20 WEST 64TH STREET
NEW YORK, N.Y. 10023

November 16, 2001

Ms. Anna Lopez
Distinguished Programs Insurance Group
6 East 43rd Street
New York, New York 10017-4609

Re: 200 RECTOR PLACE – LIBERTY COURT
377 RECTOR PLACE – LIBERTY HOUSE
380 RECTOR PLACE – LIBERTY TERRACE
99 BATTERY PLACE – LIBERTY VIEW
WTC

Dear Anna:

As per Travelers' request, we had the roofing material tested at the above referenced buildings. Attached is JLC Environmental's letter of November 15, 2001 forwarding test results for each roof. The reports indicate that certain roofs do show asbestos and/or traces of asbestos. The other areas, while not showing asbestos, are constituted with other foreign materials (fiberglass, cellulose, etc.).

Since all of the intake and exhaust fans are located on the roofs it would be prudent at this time to clean all the roofs. Numerous owners and tenants have been requesting that we have these roofs cleaned because they feel or think the roofs are contaminated.

I would like a decision on the roof cleaning as soon as possible so that we can do this work before winter sets in.

Very truly yours,



Robert Gross

RG/aj

cc: Richard Gruebel
Steve Rossi
Ken Henyan
Lorraine Doyle ✓

enc.

MAIN TELEPHONE NO. 212-799-6240

FAX NUMBER 212-769-0519



ENVIRONMENTAL CONSULTANTS, INC

November 15, 2001

Milford Management Corp.
20 West 64th Street
New York, NY 10023

Attention: Mr. Robert Gross

Reference: 200 Rector Street, 380 Rector Street, 377 Rector Street & 99 Battery Place, New York, NY

Dear Mr. Gross:

Enclosed please find the analytical results of the building materials inspection conducted at 200 Rector Street, 380 Rector Street, 377 Rector Street & 99 Battery Place, New York, NY.

All samples were collected and analyzed by JLC Environmental Consultants, Inc. (JLC) at the request of Milford Management Corp..

According to procedure, samples were placed in double plastic bags at the site location and transported to the JLC laboratory. Upon arrival, the samples were individually prepared and identified as friable or non-friable and then analyzed and indexed by date of collection, receipt, and analysis, as well as location, color, total estimated percentage of asbestos, and type(s) and estimated percentage(s) of each asbestos fiber group and non-asbestos fiber groups.

The detailed protocol for friable bulk material sample preparation and analysis is discussed in detail in the five sections on the following page: Introduction, Methodology, Analytical Procedures, Polarized Light Microscopy, and Analytical Results. These sections should clarify most questions concerning the results and documentation for this project.

JLC Environmental Consultants, Inc. appreciates the opportunity to serve your organization. Please contact us with any further questions. We look forward to working with you again in the

Sincerely,

JLC Environmental Consultants, Inc.

A handwritten signature in black ink, appearing to read "Gulam Machhiwala".

Gulam Machhiwala
Laboratory Director
cc: File

Milford Management Corp.
JLC Project # 01-2200

page 2

Bulk Building Materials Analysis and Procedure

Introduction

Polarized light microscopy with dispersion staining (PLM-DS) is the most efficient method for detecting asbestos in bulk samples. It is this method that the JLC lab uses during bulk building material analyses.

Methodology

A chain of custody is kept for each sample to ensure proper handling and delivery to the JLC lab prior to analysis. To avoid any possible contamination, all sample and slide preparation is carried out in a ventilated, HEPA-filter hood with continuous airflow. Sample analysis is performed using PLM-DS in accordance with the USEPA, "Method for the Determination of Asbestos in Bulk Building Materials," EPA 600 R-93 116, July 1993, and NYDOH-ELAP certification manual, "Polarized Light Microscope Methods for Identifying and Quantitating Asbestos in Bulk Samples," ELAP 198.1, October 1993.

Analytical Procedures

All samples are subject to preliminary visual stereomicroscopic examination. Observation of homogeneity, fiber identification, and semi-quantitation of constituents can be made at this point. Samples lacking uniformity of composition and/or distribution of component materials then undergo homogenization. Some non-friable organically bound (NOB) samples such as floor tiles and roofing materials may require additional steps to dislodge problem matrices (i.e. ashing, extractions, and TEM).

Identification of suspect fibers is made by PLM analysis of subsamples. A microscope equipped with dual polarizing filters enables us to observe specific optical characteristics of each sample. Positive identification of asbestos requires determination of the following optical properties: morphology, color and pleochroism, refractive indices, birefringence, extinction characteristics, and signs of elongation.

Asbestos quantitation is performed by point-counting procedure, a standard technique in petrography for determining the relative areas occupied by separate minerals in rock. An ocular reticle superimposes a point or points over the microscope's field of view. The number of points positioned directly above each kind of particle or fiber is recorded. A total of 400 points must be counted over at least eight different representative subsamples to complete analysis.

Polarized Light Microscopy

JLC uses an Olympus BHT-P Polarizing Microscope complete with polarizer, analyzer, port for wave retardation plate, 360 degree graduated rotating stage, substage condenser, lamp and lamp iris, eyepiece reticle, and 25 point Chalkley Point Array. Plane polarized light allows for the determination of refraction indices relative to specific crystallographic orientations. Morphology and color can also be observed under plane polarized light. Observation of particles or fibers while oriented between polarizing filters whose privileged vibration directions are perpendicular allows for determination of isotropism/ anisotropism, extinction characteristics of anisotropic particles, and calculation of birefringence. A retardation plate may be placed in the polarized light path for verification of signs of elongation.

Analytical Results

The "Summary of Analytical Results" represents the results of analysis. Positive results mean the sample is asbestos or contains more than one percent asbestos by weight. The results are generally sufficient for identification and quantitation of major concentrations of asbestos. However, it may be found that additional techniques may be necessary. Please be aware that PLM is not consistently reliable in detecting asbestos in floor coverings and similar NOB materials. Before the material can be considered or treated as non-asbestos containing, confirmation must be made by quantitative Transmission Electron Microscopy (TEM).

NOV. 15. 2001 5:43PM

JLC ENVIRONMENTAL

NO. 752 P. 8/14

JLC ENVIRONMENTAL CONSULTANTS, INC.
200 Park Avenue South, Suite 1001, New York, New York 10003
Phone: (212) 420-8119 Fax: (212) 420-6092

Milford Management Corp.
20 West 64th Street
New York, NY 10023

ELAP Lab Code: 11028
NIOSH and AIHA Lab Code: 100273
NVLAP Lab Code: 101953

Project No.: 01-2200
Analyte: ASBESTOS
Date Received: 11/15/01
Date Analyzed: 11/15/01
Batch #: 0111B439

SUMMARY OF ANALYTICAL RESULTS - PLM

Site: 380 Rector Street, New York, NY

SAMPLE #	DATE COLLECTED	DESCRIPTION / LOCATION	COLOR	ASBESTOS DETECTED?	TOTAL % OF ASBESTOS	CONSTITUENTS
LAB #						
CLIENT'S SAMPLE #						

013 11/14/01 12822	Roof/ Main Roof/ West Side/ Sample of Roof Debris Dark	DARK GRAY	NO	0%	CELL FBGL NFIB	3% 5% 92%
014 11/14/01 12823	Roof/ Main Roof/ East Side/ Sample of Roof Debris Dark	DARK GRAY	NO	0%	CELL FBGL NFIB	5% 7% 88%
015 11/14/01 12824	Roof/ Main Roof Bulkhead/ North Side/ Sample of Roof Debris Dark	DARK GRAY	NO	0%	NFIB	100%
016 11/14/01 12825	Roof/ Main Roof Bulkhead/ West Side/ Sample of Roof Debris Dark	DARK GRAY	NO	0%	CELL FBGL NFIB	5% 5% 90%
016C						

*INSUFFICIENT MATERIAL SUBMITTED

**TEM RECOMMENDED

***NOT ANALYZED POSITIVE STOP

Sample Analysis by:

Polarized Light Microscopy-Dispersal Staining (PLM-DS)

Method of Sample Preparation and Analysis:

All samples were prepared and analyzed in accordance with the EPA "Method for the Determination of Asbestos in Bulk Building Materials" USEPA/ 600/ R-93/116, July 1993.

Instrumentation:

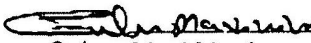
Olympus PLM, Model BH-2/VM Stereomicroscope, Model VMZ 1x-4x.

ASBESTOS CONSTITUENTS

CHRY = Chrysotile Asbestos
AMOS = Amosite Asbestos
CROC = Crocidolite Asbestos
ACTN = Actinolite Asbestos
TREM = Tremolite Asbestos
ANTH = Anthophyllite Asbestos

NON-ASBESTOS CONSTITUENTS

PAPF = Paper Fiber
MINW = Mineral Wool
FBGL = Fiberglass
SYNF = Synthetic Fibers
CELL = Cellulose
NFIB = Non-Fibrous
ORGM = Organic Material
WOLL = Wollastonite
HSHR = Horse Hair
OTHR = Other


Gulam Machhiwala
Laboratory Director

Analytical results reflect the make up of the materials only in the areas sampled. This "Summary of Analytical Results" shall not be reproduced except in full, without the written approval of JLC Laboratory, and it must not be used by client to claim product endorsement by NVLAP or any agency of the U.S. Government. This method is not applicable to samples containing large amounts of fine fibers below the resolution of the light microscope. The value of this method is limited to the quantitative identification of asbestos and the semi-quantitative determination of asbestos content of bulk samples, expressed as a percentage of the protected area. Quantitation of asbestos content was determined with a visual volume estimate, a calibrated visual area estimate, and/or point counting procedure. CAUTION: Other fibers with optical properties similar to asbestos may give positive interferences and will be considered asbestos under this methodology. Also, PLM is not consistently reliable in detecting asbestos in floor coverings and similar non-friable organically-bound materials. Quantitative transmission electron microscopy is currently the only method that can be used to determine if this material can be considered or treated as non-asbestos containing.

NOV. 15. 2001 5:44PM

JLC ENVIRONMENTAL

NO. 752 P. 9/14

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 200 Park Avenue South, Suite 1001, New York, New York 10003
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Millford Management Corp.
 20 West 84th Street
 New York, NY 10023

ELAP Lab Code: 11029
 NIOSH and AIHA Lab Code: 100273
 NVLAP Lab Code: 101953

Project No.: 01-2200
 Analyte: ASBESTOS
 Date Received: 11/15/01
 Date Analyzed: 11/15/01
 Batch #: 0111B439

SUMMARY OF ANALYTICAL RESULTS - PLM

Site: 380 Rector Street, New York, NY

SAMPLE #	DATE COLLECTED	DESCRIPTION / LOCATION	COLOR	ASBESTOS DETECTED?	TOTAL % OF ASBESTOS	CONSTITUENTS
LAB #						
CLIENT'S SAMPLE #						
017	11/14/01	Roof/ Main Roof Bulkhead/ East Side/	DARK	NO	0%	CELL 5%
12826		Sample of Roof Debris Dark	GRAY			FBGL 5%
						NFIB 90%
017C						
018	11/14/01	Roof/ 2nd Floor/ Pool Room/ West Side/	DARK	NO	0%	CELL 12%
12827		Sample of Roof Debris Light	GRAY			FBGL 35%
						NFIB 53%
018D						
019	11/14/01	Roof/ 2nd Floor/ Pool Room/ East Side/	DARK	NO	0%	CELL 15%
12828		Sample of Roof Debris Light	GRAY			FBGL 35%
						SYNF 3%
						NFIB 47%
019D						
020	11/14/01	Roof/ 2nd Floor/ Pool Room/ South Side/	TAN	TRACE	<1%	CHRY <1%
12829		Sample of Roof Debris Light				CELL 15%
						FBGL 40%
						NFIB 45%
020D						

*INSUFFICIENT MATERIAL SUBMITTED

**TEM RECOMMENDED

***NOT ANALYZED POSITIVE STOP

Sample Analysis by:

Polarized Light Microscopy-Dispersion Staining (PLM-DS)

Method of Sample Preparation and Analysis:

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 "Method for the Determination of Asbestos in Bulk Building Materials"
 USEPA/ 600/ R-93/116, July 1993.

Instrumentation:

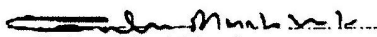
Olympus PLM, Model BH-2/VM Stereomicroscope, Model
 VMZ 1x-4x.

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 Gulam Machhiwala
 Laboratory Director

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NOV. 15. 2001 5:44PM

JLC ENVIRONMENTAL

NO. 752

P. 10/14

JLC ENVIRONMENTAL CONSULTANTS, INC.
 200 Park Avenue South, Suite 1001, New York, New York 10003
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Millford Management Corp.
 20 West 64th Street
 New York, NY 10023

ELAP Lab Code: 11029
 NIOSH and AIHA Lab Code: 100273
 NVLAP Lab Code: 101953

Project No.: 01-2200
 Analyte: ASBESTOS
 Date Received: 11/15/01
 Date Analyzed: 11/15/01
 Batch #: 0111B439

SUMMARY OF ANALYTICAL RESULTS - PLM

Site: 380 Rector Street, New York, NY

SAMPLE

DATE
COLLECTED

DESCRIPTION / LOCATION

COLOR

ASBESTOS
DETECTED?

TOTAL % OF
ASBESTOS

CONSTITUENTS

LAB #

CLIENT'S SAMPLE #

021	Roof/ 2nd Floor/ Pool Room/ North Side/	TAN	YES	1.1%	CHRY	1.1%
11/14/01	Sample of Roof Debris Light				CELL	20.8%
12830					FBGL	36%
021D					NFIB	43%
022	Roof/ 2nd Floor/ Pool Room/ North West	TAN	NO	0%	CELL	15%
11/14/01	Side/ Sample of Roof Debris Light				FBGL	40%
12831					NFIB	45%
022D						

INSUFFICIENT MATERIAL SUBMITTED

**TEM RECOMMENDED

***NOT ANALYZED POSITIVE STOP

Sample Analysis by:

Polarized Light Microscopy-Dispersion Staining (PLM-DS)

Method of Sample Preparation and Analysis:

All samples were prepared and analyzed in accordance with the EPA
 "Method for the Determination of Asbestos in Bulk Building Materials"
 USEPA/ 600/ R-93/116, July 1993.

Instrumentation:

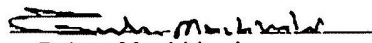
Olympus PLM, Model BH-2/VM Stereomicroscope, Model
 VMZ 1x-4x.

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 Gulam Machhiwala
 Laboratory Director

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NOV. 15. 2001 5:45PM

JLC ENVIRONMENTAL

NO. 752 P. 12/14

JLC ENVIRONMENTAL CONSULTANTS, INC.
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Milford Management Corp.
 20 West 64th Street
 New York, NY 10023

ELAP Lab Code: 11029
 NIOSH and AIHA Lab Code: 100273
 NVLAP Lab Code: 101963

Project No.: 01-2200
 Analyte: ASBESTOS
 Date Received: 11/15/01
 Date Analyzed: 11/15/01
 Batch #: 0111B439

SUMMARY OF ANALYTICAL RESULTS - PLM

Site: 377 Rector Street, New York, NY

SAMPLE #	DATE COLLECTED	DESCRIPTION / LOCATION	COLOR	ASBESTOS DETECTED?	TOTAL % OF ASBESTOS	CONSTITUENTS
LAB #						
CLIENT'S SAMPLE #						
027	11/14/01	Roof/ Main Roof/ South Wing/ West Side/	BLACK	NO	0%	SYNF 12%
12837		Sample of Roof Debris Dark				FBGL 5%
						NFIB 83%
028	11/14/01	Roof/ Main Roof/ South Wing/ Bulkhead/	BLACK	NO	0%	CELL 10%
12838		Sample of Roof Debris Dark				FBGL 10%
						NFIB 80%
029	11/14/01	Roof/ Water Tower Roof/ Sample of Roof	BLACK	NO	0%	CELL 10%
12839		Debris Dark				FBGL 20%
						NFIB 70%
029E						

INSUFFICIENT MATERIAL SUBMITTED***TEM RECOMMENDED*******NOT ANALYZED POSITIVE STOP**Sample Analysis by:

Polarized Light Microscopy-Dispersion Staining (PLM-DS)

Method of Sample Preparation and Analysis:

All samples were prepared and analyzed in accordance with the EPA
 "Method for the Determination of Asbestos in Bulk Building Materials"
 USEPA/ 600/ R-93/116, July 1993.

Instrumentation:

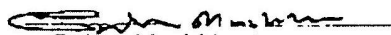
Olympus PLM, Model BH-2/VM Stereomicroscope, Model
 VMZ 1x-4x.

ASBESTOS CONSTITUENTS

CHRY = Chrysotile Asbestos
 AMOS = Amosite Asbestos
 CROC = Crocidolite Asbestos
 ACTN = Actinolite Asbestos
 TREM = Tremolite Asbestos
 ANTH = Anthophyllite Asbestos

NON-ASBESTOS CONSTITUENTS

PAPF = Paper Fiber
 MINW = Mineral Wool
 FBGL = Fiberglass
 SYNF = Synthetic Fibers
 CELL = Cellulose
 NFIB = Non-Fibrous
 ORGM = Organic Material
 WOLL = Wollastonite
 HSHR = Horse Hair
 OTHR = Other


 Gulam Machhiwala
 Laboratory Director

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NOV. 15, 2001 5:45PM

JLC ENVIRONMENTAL

NO. 752

P. 11/14

JLC ENVIRONMENTAL CONSULTANTS, INC.
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Millford Management Corp.
 20 West 64th Street
 New York, NY 10023

ELAP Lab Code: 11029
 NIOSH and AIHA Lab Code: 100273
 NVLAP Lab Code: 101953

Project No.: 01-2200
 Analyte: ASBESTOS
 Date Received: 11/15/01
 Date Analyzed: 11/15/01
 Batch #: 0111B439

SUMMARY OF ANALYTICAL RESULTS - PLM

Site: 377 Rector Street, New York, NY

SAMPLE #	DATE COLLECTED	DESCRIPTION / LOCATION	COLOR	ASBESTOS DETECTED?	TOTAL % OF ASBESTOS	CONSTITUENTS
LAB #						
CLIENT'S SAMPLE #						
023	11/14/01	Roof/ Main Roof/ North Wing/ West Side/	BLACK	NO	0%	FBGL 40%
12833		Sample of Roof Debris Dark				CELL 14%
						NFIB 56%
023E						
024	11/14/01	Roof/ Main Roof/ North Wing/ North Side/	BLACK	NO	0%	CELL 10%
12834		Sample of Roof Debris Dark				FBGL 25%
						NFIB 65%
024E						
025	11/14/01	Roof/ Main Roof/ North Wing Bulkhead/	BLACK	NO	0%	CELL 20%
12835		Sample of Roof Debris Dark				FBGL 30%
						NFIB 50%
025E						
026	11/14/01	Roof/ Main Roof/ South Wing/ North Side/	BLACK	NO	0%	NFIB 100%
12836		Sample of Roof Debris Dark				
026E						

*INSUFFICIENT MATERIAL SUBMITTED

**TEM RECOMMENDED

***NOT ANALYZED POSITIVE STOP

Sample Analysis by:

Polarized Light Microscopy-Dispersion Staining (PLM-DS)

Method of Sample Preparation and Analysis:

All samples were prepared and analyzed in accordance with the EPA "Method for the Determination of Asbestos in Bulk Building Materials" USEPA/ 600/ R-63/116, July 1993.

Instrumentation:

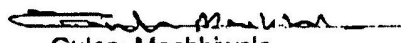
Olympus PLM, Model BH-2VM Stereomicroscope, Model VMZ 1x-4x.

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ELAP Lab Code: 11029
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Project No.: 01-2200
 Analyte: ASBESTOS
 Date Received: 11/15/01
 Date Analyzed: 11/15/01
 Batch #: 0111B439

SUMMARY OF ANALYTICAL RESULTS - PLM

Site: 200 Rector Street, New York, NY

SAMPLE #	DATE COLLECTED	DESCRIPTION / LOCATION	COLOR	ASBESTOS DETECTED?	TOTAL % OF ASBESTOS	CONSTITUENTS
LAB #						
CLIENT'S SAMPLE #						

001	11/14/01	Roof/ Water Tower Roof/ Sample of Roof Debris Black	BLACK	NO	0%	CELL 2% FBGL 3% NFIB 95%
001A						
002	11/14/01	Roof/ Main Roof/ North Wing/ West/ Sample of Roof Debris Black	BLACK	NO	0%	CELL 2% FBGL 5% NFIB 93%
002A						
003	11/14/01	Roof/ Main Roof/ North Wing/ North/ Sample of Roof Debris Black	BLACK	NO	0%	CELL 3% FBGL 4% NFIB 93%
003A						
004	11/14/01	Roof/ Main Roof/ North Wing/ East/ Sample of Roof Debris Black	BLACK	NO	0%	CELL 1% FBGL 5% NFIB 94%
004A						

INSUFFICIENT MATERIAL SUBMITTED

TEM RECOMMENDED

NOT ANALYZED POSITIVE STOP

Sample Analysis by:

Polarized Light Microscopy-Dispersion Staining (PLM-DS)

Method of Sample Preparation and Analysis:

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Instrumentation:

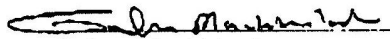
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NOV. 15. 2001 5:42PM

JLC ENVIRONMENTAL

NO. 752

P. 5/14

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 Phone: (212) 420-8119 Fax: (212) 420-6092

Milford Management Corp.
 20 West 64th Street
 New York, NY 10023

ELAP Lab Code: 11029
 NIOSH and AIHA Lab Code: 100273
 NVLAP Lab Code: 101953

Project No.: 01-2200
 Analyte: ASBESTOS
 Date Received: 11/15/01
 Date Analyzed: 11/15/01
 Batch #: 0111B439

SUMMARY OF ANALYTICAL RESULTS - PLM

Site: 200 Rector Street, New York, NY

SAMPLE

DATE
COLLECTED

DESCRIPTION / LOCATION

COLOR

ASBESTOS
DETECTED?

TOTAL % OF
ASBESTOS

CONSTITUENTS

LAB #

CLIENT'S SAMPLE #

005 11/14/01 12813	Roof/ Main Roof/ Center Area/ Sample of Roof Debris Black	BLACK	NO	0%	NFIB	100%
005A						
006 11/14/01 12814	Roof/ 10th Floor Roof/ West Side/ Sample of Roof Debris Tan	TAN	YES	1.1%	CHRY CELL FBGL NFIB	1.1% 10.9% 40% 48%
006B						
007 11/14/01 12815	Roof/ 10th Floor Roof/ East Side/ Sample of Roof Debris Tan	TAN	TRACE	<1%	ANTH CELL FBGL NFIB	<1% 10% 40% 50%
007B						
008 11/14/01 12816	Roof/ 10th Floor Roof/ South East Side/ Sample of Roof Debris Tan	TAN	TRACE	<1%	CHRY CELL FBGL NFIB	<1% 12% 35% 53%
008B						

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**TEM RECOMMENDED

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 Gulam Machhiwala
 Laboratory Director

Analytical results reflect the make up of the materials only in the areas sampled. This "Summary of Analytical Results" shall not be reproduced except in full, without the written approval of JLC Laboratory, and it must not be used by client to claim product endorsement by NVLAP or any agency of the U.S. Government. This method is not applicable to samples containing large amounts of fine fibers below the resolution of the light microscope. The value of this method is limited to the quantitative identification of asbestos and the semi-quantitative determination of asbestos content of bulk samples, expressed as a percentage of the projected area. Quantitation of asbestos content was determined with a visual volume estimate, a calibrated visual area estimate, and/or point counting procedure. CAUTION: Other fibers with optical properties similar to asbestos may give positive interferences and will be considered asbestos under this methodology. Also, PLM is not consistently reliable in detecting asbestos in floor coverings and similar non friable organically-bound materials. Quantitative transmission electron microscopy is currently the only method that can be used to determine if this material can be considered or treated as non-asbestos containing.

NOV. 15. 2001 5:43PM

JLC ENVIRONMENTAL

NO. 752

P. 6/14

JLC ENVIRONMENTAL CONSULTANTS, INC.
 200 Park Avenue South, Suite 1001, New York, New York 10003
 Phone: (212) 420-8119 Fax: (212) 420-6092

Milford Management Corp.
 20 West 64th Street
 New York, NY 10023

ELAP Lab Code: 11029
 NIOSH and AIHA Lab Code: 100273
 NVLAP Lab Code: 101953

Project No.: 01-2200
 Analyte: ASBESTOS
 Date Received: 11/15/01
 Date Analyzed: 11/15/01
 Batch #: 0111B439

SUMMARY OF ANALYTICAL RESULTS - PLM

Site:

200 Rector Street, New York, NY

SAMPLE #	DATE COLLECTED	DESCRIPTION / LOCATION	COLOR	ASBESTOS DETECTED?	TOTAL % OF ASBESTOS	CONSTITUENTS
LAB #						
CLIENT'S SAMPLE #						

009	11/14/01	Roof/ 10th Floor Roof/ High Bulkhead/ East/ Sample of Roof Debris Tan	TAN	NO	0%	CELL 15% FBGL 35% NFIB 50%
009B						
010	11/14/01	Roof/ 10th Floor Roof/ High Bulkhead/ West/ Sample of Roof Debris Tan	TAN	YES	1.1%	CHRY 1.1% CELL 15.9% FBGL 40% NFIB 43%
010B						
011	11/14/01	Roof/ 10th Floor Roof/ Low Bulkhead/ East/ Sample of Roof Debris Tan	TAN	YES	1.1%	CHRY 1.1% CELL 15.9% FBGL 40% NFIB 43%
011B						

*INSUFFICIENT MATERIAL SUBMITTED

**TEM RECOMMENDED

***NOT ANALYZED POSITIVE STOP

Sample Analysis by:

Polarized Light Microscopy-Dispersion Staining (PLM-DS)

Method of Sample Preparation and Analysis:

All samples were prepared and analyzed in accordance with the EPA
 "Method for the Determination of Asbestos in Bulk Building Materials"
 USEPA/ 600/ R-93/116, July 1993.

Instrumentation:

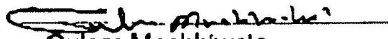
Olympus PLM, Model BH-2/VM Stereomicroscope, Model
 VMZ 1x-4x.

ASBESTOS CONSTITUENTS

CHRY = Chrysotile Asbestos
 AMOS = Amosite Asbestos
 CROC = Crocidolite Asbestos
 ACTN = Actinolite Asbestos
 TREM = Tremolite Asbestos
 ANTH = Anthophyllite Asbestos

NON-ASBESTOS CONSTITUENTS

PAPF = Paper Fiber
 MINW = Mineral Wool
 FBGL = Fiberglass
 SYNf = Synthetic Fibers
 CELL = Cellulose
 NFIB = Non-Fibrous
 ORGM = Organic Material
 WOLL = Wollastonite
 HSHR = Horse Hair
 OTHR = Other


 Gulam Machhiwala
 Laboratory Director

Analytical results reflect the make up of the materials only in the areas sampled. This "Summary of Analytical Results" shall not be reproduced except in full, without the written approval of JLC Laboratory, and it must not be used by client to claim product endorsement by NVLAP or any agency of the U.S. Government. This method is not applicable to samples containing large amounts of fine fibers below the resolution of the light microscope. The value of this method is limited to the quantitative identification of asbestos and the semi-quantitative determination of asbestos content of bulk samples, expressed as a percentage of the protected area. Quantitation of asbestos content was determined with a visual volume estimate, a calibrated visual area estimate, and/or point counting procedure. CAUTION: Other fibers with optical properties similar to asbestos may give positive interferences and will be considered asbestos under this methodology. Also, PLM is not consistently reliable in detecting asbestos in floor coverings and similar non-friable organically-bound materials. Quantitative transmission electron microscopy is currently the only method that can be used to determine if this material can be considered or treated as non-asbestos containing.

NOV. 15. 2001 5:43PM

JLC ENVIRONMENTAL

NO. 752 P. 7/14

JLC ENVIRONMENTAL CONSULTANTS, INC.
 200 Park Avenue South, Suite 1001, New York, New York 10003
 Phone: (212) 420-8119 Fax: (212) 420-6092

Milford Management Corp.
 20 West 64th Street
 New York, NY 10023

ELAP Lab Code: 11029
 NIOSH and AIHA Lab Code: 100273
 NVLAP Lab Code: 101953

Project No.: 01-2200
 Analyte: ASBESTOS
 Date Received: 11/15/01
 Date Analyzed: 11/15/01
 Batch #: 0111B439

SUMMARY OF ANALYTICAL RESULTS - PLM

Site: 200 Rector Street, New York, NY

SAMPLE #**DATE COLLECTED****DESCRIPTION / LOCATION****COLOR****ASBESTOS DETECTED?****TOTAL % OF ASBESTOS****CONSTITUENTS****LAB #****CLIENT'S SAMPLE #**

012	Roof/ 10th Floor Roof/ Low Bulkhead/	TAN	TRACE	<1%	CHRY	<1%
11/14/01	West/ Sample of Roof Debris Tan				ANTH	<1%
12821					CELL	15%
					FBGL	40%
012B					NFIB	45%

****INSUFFICIENT MATERIAL SUBMITTED******TEM RECOMMENDED*******NOT ANALYZED POSITIVE STOP**Sample Analysis by:

Polarized Light Microscopy-Dispersion Staining (PLM-DS)

Method of Sample Preparation and Analysis:

All samples were prepared and analyzed in accordance with the EPA
 "Method for the Determination of Asbestos in Bulk Building Materials"
 USEPA/ 600/ R-93/116, July 1993.

Instrumentation:

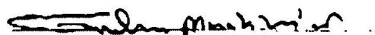
Olympus PLM. Model BH-2/VM Stereomicroscope, Model
 VMZ 1x-4x.

ASBESTOS CONSTITUENTS

CHRY = Chrysotile Asbestos
 AMOS = Amosite Asbestos
 CROC = Crocidolite Asbestos
 ACTN = Actinolite Asbestos
 TREM = Tremolite Asbestos
 ANTH = Anthophyllite Asbestos

NON-ASBESTOS CONSTITUENTS

PAPF = Paper Fiber
 MINW = Mineral Wool
 FBGL = Fiberglass
 SYNf = Synthetic Fibers
 CELL = Cellulose
 NFIB = Non-Fibrous
 ORGM = Organic Material
 WOLL = Wollastonite
 HSHR = Horse Hair
 OTHR = Other


 Gulam Machhiwala
 Laboratory Director

Analytical results reflect the make up of the materials only in the areas sampled. This "Summary of Analytical Results" shall not be reproduced except in full, without the written approval of JLC Laboratory, and it must not be used by client to claim product endorsement by NVLAP or any agency of the U.S. Government. This method is not applicable to samples containing large amounts of fine fibers below the resolution of the light microscope. The value of this method is limited to the quantitative identification of asbestos and the semi-quantitative determination of asbestos content of bulk samples, expressed as a percentage of the protected area. Quantitation of asbestos content was determined with a visual volume estimate, a calibrated visual area estimate, and/or point counting procedure. CAUTION: Other fibers with optical properties similar to asbestos may give positive interferences and will be considered asbestos under this methodology. Also, PLM is not consistently reliable in detecting asbestos in floor coverings and similar non-friable organically-bound materials. Quantitative transmission electron microscopy is currently the only method that can be used to determine if this material can be considered or treated as non-asbestos containing.

NOV. 15. 2001 5:46PM

JLC ENVIRONMENTAL

NO. 752

P. 13/14

JLC ENVIRONMENTAL CONSULTANTS, INC.
 200 Park Avenue South, Suite 1001, New York, New York 10003
 Phone: (212) 420-8119 Fax: (212) 420-6092

Millford Management Corp.
 20 West 64th Street
 New York, NY 10023

ELAP Lab Code: 11029
 NIOSH and AIHA Lab Code: 100273
 NVLAP Lab Code: 101953

Project No.: 01-2200
 Analyte: ASBESTOS
 Date Received: 11/15/01
 Date Analyzed: 11/15/01
 Batch #: 0111B439

SUMMARY OF ANALYTICAL RESULTS - PLM

Site: 99 Battery Place, New York, NY

SAMPLE #	DATE COLLECTED	DESCRIPTION / LOCATION	COLOR	ASBESTOS DETECTED?	TOTAL % OF ASBESTOS	CONSTITUENTS
LAB #						
CLIENT'S SAMPLE #						

030 11/14/01 12841	Roof/ Main Roof/ North Side/ Sample of Roof Debris Dark	BLACK	NO	0%	CELL 10% FBGL 10% NFIB 80%
030F					
031 11/14/01 12842	Roof/ Main Roof/ East Side/ Sample of Roof Debris Dark	BLACK	NO	0%	CELL 10% FBGL 15% NFIB 75%
031F					
032 11/14/01 12843	Roof/ Main Roof/ West Side/ Sample of Roof Debris Dark	BLACK	NO	0%	CELL 12% FBGL 20% NFIB 68%
032F					
033 11/14/01 12844	Roof/ Water Tower Roof/ West Side/ Sample of Roof Debris Dark	BLACK	NO	0%	CELL 16% FBGL 20% NFIB 64%
033F					

*INSUFFICIENT MATERIAL SUBMITTED **TEM RECOMMENDED ***NOT ANALYZED POSITIVE STOP

Sample Analysis by:

Polarized Light Microscopy-Dispersion Staining (PLM-DS)

Method of Sample Preparation and Analysis:

All samples were prepared and analyzed in accordance with the EPA "Method for the Determination of Asbestos in Bulk Building Materials" USEPA/ 600/ R-93/116, July 1993.

Instrumentation:

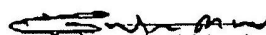
Olympus PLM, Model BH-2/VM Stereomicroscope, Model VMZ 1x-4x.

ASBESTOS CONSTITUENTS

CHRY = Chrysotile Asbestos
 AMOS = Amosite Asbestos
 CROC = Crocidolite Asbestos
 ACTN = Actinolite Asbestos
 TREM = Tremolite Asbestos
 ANTH = Anthophyllite Asbestos

NON-ASBESTOS CONSTITUENTS

PAPF = Paper Fiber
 MINW = Mineral Wool
 FBGL = Fiberglass
 SYNf = Synthetic Fibers
 CELL = Cellulose
 NFIB = Non-Fibrous
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 WOLL = Wollastonite
 HSHR = Horse Hair
 OTHR = Other


 Gulam Machhiwala
 Laboratory Director

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NOV. 15. 2001 5:46PM

JLC ENVIRONMENTAL

NO. 752 P. 14/14

JLC ENVIRONMENTAL CONSULTANTS, INC.
200 Park Avenue South, Suite 1001, New York, New York 10003
Phone: (212) 420-8119 Fax: (212) 420-6092

Millford Management Corp.
20 West 64th Street
New York, NY 10023

ELAP Lab Code: 11029
NIOSH and AIHA Lab Code: 100273
NVLAP Lab Code: 101953

Project No.: 01-2200
Analyte: ASBESTOS
Date Received: 11/15/01
Date Analyzed: 11/15/01
Batch #: 0111B439

SUMMARY OF ANALYTICAL RESULTS - PLM

Site: 99 Battery Place, New York, NY

SAMPLE #	DATE COLLECTED	DESCRIPTION / LOCATION	COLOR	ASBESTOS DETECTED?	TOTAL % OF ASBESTOS	CONSTITUENTS
LAB #						
CLIENT'S SAMPLE #						
034	11/14/01	Roof/ Water Tower Roof/ North Side/ Sample of Roof Debris Dark	BLACK	NO	0%	CELL 5% FBGL 5% NFIB 90%
12845						
034F						
035	11/14/01	Roof/ High Roof/ East Side/ Sample of Roof Debris Dark	BLACK	NO	0%	CELL 25% FBGL 30% NFIB 45%
12846						
035F						
036	11/14/01	Roof/ High Roof/ West Side/ Sample of Roof Debris Dark	BLACK	NO	0%	CELL 20% FBGL 30% NFIB 50%
12847						
036F						

***INSUFFICIENT MATERIAL SUBMITTED

***ITEM RECOMMENDED

***NOT ANALYZED POSITIVE STOP

Sample Analysis by:

Polarized Light Microscopy-Dispersion Staining (PLM-DS)

Method of Sample Preparation and Analysis:

All samples were prepared and analyzed in accordance with the EPA "Method for the Determination of Asbestos in Bulk Building Materials" USEPA/ 600/ R-93/116, July 1993.

Instrumentation:

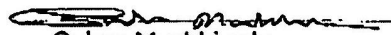
Olympus PLM, Model BH-2/VM Stereomicroscope, Model VMZ 1x-4x.

ASBESTOS CONSTITUENTS

CHRY = Chrysotile Asbestos
AMOS = Amosite Asbestos
CROC = Crocidolite Asbestos
ACTN = Actinolite Asbestos
TREM = Tremolite Asbestos
ANTH = Anthophyllite Asbestos

NON-ASBESTOS CONSTITUENTS

PAPF = Paper Fiber
MINW = Mineral Wool
FBGL = Fiberglass
SYNF = Synthetic Fibers
CELL = Cellulose
NFIB = Non-Fibrous
ORGM = Organic Material
WOLL = Wollastonite
HSHR = Horse Hair
QTHR = Other


Gulam Machhiwala
Laboratory Director

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RG ROSENWASSER-GROSSMAN
Consulting Engineers, P.C.
 132 WEST 36TH STREET • NEW YORK, NEW YORK 10018
 TEL: 212-564-2424 • FAX 212-564-6678 • www.rosenwassergrossman.com

October 2, 2001

Robert Gross
 Milstein Properties
 20 West 64th Street
 New York, New York 10023

Re: 99 Battery Place
 Inspection Report

Pursuant to your request, on September 25, 2001 Nicholas Carrelli of this office inspected the above captioned building for structural damage because of the terrorist destruction of the World Trade Center. Ms. Loraine Doyle provided access to the site and Mr. Boston Cabarello accompanied Mr. Carrelli during his inspection.

Examined was:

1. The exterior building façades (from ground level).
2. The ceilings and floors of apartments arbitrarily chosen, and interior corridors.
3. The subsurface basement, garage, foundation walls, columns, buttresses, slab on ground and ceiling construction.
4. All terraces and set-back levels.
5. The main roof, parapet and roof bulkhead structures, including elevator machine rooms and water tank dunnage support beams.
6. All interior stairways from the ground floor to the roof level.

In no place was there any indication of shattered glass or any structural damage due to the World Trade Center destruction.

This office concludes that the building is in a safe condition.

Reviewed and approved by,


 Jacob Grossman

ROBERT ROSENWASSER • JACOB GROSSMAN
 SIDNEY DEIN • MICHAEL MOCCIA • ARTHUR SIEGEL • BERNARD TUBB
 DAVID AITENFISU • DAN JADEJA • GABRIEL KLEIN • CHEN LI • JAIME OCAMPO
 KAREN MILLER - OFFICE MANAGER

OCT 04 '01 11:39AM TIMKO CONTRACTING
OCT-02-2001 TUE 05:14 PM ROSENWASSER-GROSSMAN

FAX NO. 212 564 6678

P. 2/5
F. 04

RG ROSENWASSER-GROSSMAN
Consulting Engineers, P.C.

132 WEST 36TH STREET • NEW YORK, NEW YORK 10018
TEL: 212-564-2424 • FAX 212-564-6678 • www.rosenwassergrossman.com

October 2, 2001

Robert Gross
Milstein Properties
20 West 64th Street
New York, New York 10023

Re: 200 Rector Place
Inspection Report

Pursuant to your request, on September 25, 2001 Nicholas Carrelli of this office inspected the above captioned building for structural damage because of the terrorist destruction of the World Trade Center. Ms. Lorraine Doyle provided access to the site and Mr. Gus Ouranitsas accompanied Mr. Carrelli during his inspection.

Examined was:

1. The exterior building façades (from ground level).
2. The ceilings and floors of apartments arbitrarily chosen, and interior corridors.
3. The subsurface basement, garage, foundation walls, columns, buttresses, slab on ground and ceiling construction.
4. All terraces and set-back levels.
5. The main roof, parapet and roof bulkhead structures, including elevator machine rooms and water tank dunnage support beams.
6. All interior stairways from the ground floor to the roof level.

In no place was there any indication of shattered glass or any structural damage due to the World Trade Center destruction.

This office concludes that the building is in a safe condition.

Reviewed and approved by,


Jacob Grossman

ROBERT ROSENWASSER • JACOB GROSSMAN
SIDNEY DEIN • MICHAEL MOCCIA • ARTHUR SIEGEL • BERNARD TRUB
DAVID AITENFISU • DAN JADEJA • GABRIEL KLEIN • CHEN LI • JAIME OCAMPO
KAREN MILLER • OFFICE MANAGER

10/02/01 TUE 17:24 [TX/RX NO 5011]

 ROSENWASSER-GROSSMAN
Consulting Engineers, P.C.

132 WEST 36TH STREET • NEW YORK, NEW YORK 10018
TEL: 212-564-2424 • FAX 212-564-6678 • www.rosenwassergrossman.com

October 2, 2001

Robert Gross
Milstein Properties
20 West 64th Street
New York, New York 10023

Re: 380 Rector Place
Inspection Report

Pursuant to your request, on September 25, 2001 Nicholas Carrelli of this office inspected the above captioned building for structural damage because of the terrorist destruction of the World Trade Center. Ms. Loraine Doyle provided access to the site and Mr. Perry Krieger accompanied Mr. Carrelli during his inspection.

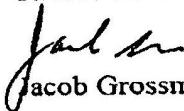
Examined was:

1. The exterior building façades (from ground level).
2. The ceilings and floors of apartments arbitrarily chosen, and interior corridors.
3. The subsurface basement, garage, foundation walls, columns, buttresses, slab on ground and ceiling construction.
4. All terraces and set-back levels.
5. The main roof, parapet and roof bulkhead structures, including elevator machine rooms and water tank dunnage support beams.
6. All interior stairways from the ground floor to the roof level.

In no place was there any indication of shattered glass or any structural damage due to the World Trade Center destruction.

This office concludes that the building is in a safe condition.

Reviewed and approved by,


Jacob Grossman

ROBERT ROSENWASSER • JACOB GROSSMAN
SIDNEY DEIN • MICHAEL MOCCIA • ARTHUR SIEGEL • BERNARD TRUB
DAVID AITENFISU • DAN JADEJA • GABRIEL KLEIN • CHEN LI • JAIME DCAMPO
KAREN MILLER - OFFICE MANAGER

10/02/01 TUE 17:24 [TX/RX NO 5011]

ROSENWASSER-GROSSMAN
Consulting Engineers, P.C.

132 WEST 36TH STREET • NEW YORK, NEW YORK 10011
TEL: 212-564-2424 • FAX 212-564-6678 • www.rosenwassergrossman.com

October 2, 2001

Robert Gross
Milstein Properties
20 West 64th Street
New York, New York 10023

Re: 377 Rector Place
Inspection Report

Pursuant to your request, on September 25, 2001 Nicholas Carrelli of this office inspected the above captioned building for structural damage because of the terrorist destruction of the World Trade Center. Ms. Loraine Doyle provided access to the site and Mr. Virgil Guzman accompanied Mr. Carrelli during his inspection.

Examined was:

1. The exterior building façades (from ground level).
2. The ceilings and floors of apartments arbitrarily chosen, and interior corridors.
3. The subsurface basement, garage, foundation walls, columns, battresses, slab on ground and ceiling construction.
4. All terraces and set-back levels.
5. The main roof, parapet and roof bulkhead structures, including elevator machine rooms and water tank dunnage support beams.
6. All interior stairways from the ground floor to the roof level.

In no place was there any indication of shattered glass or any structural damage due to the World Trade Center destruction.

This office concludes that the building is in a safe condition.

Reviewed and approved by,



Jacob Grossman

ROBERT ROSENWASSER • JACOB GROSSMAN
SIDNEY DEIN • MICHAEL MOCCIA • ARTHUR SIEGEL • BERNARD TRUB
DAVID AITENFISU • DAN JADEJA • GABRIEL KLEIN • CHEN LI • JAIME OCAMPO
KAREN MILLER - OFFICE MANAGER



Milford Management Corp.

20 WEST 64TH STREET
NEW YORK, N.Y. 10023

(212) 799-6240

October 4, 2001

Mr. Russell Galindo
Quality Building Contractor, Inc.
295 Northern Boulevard – Suite 305
Great Neck, New York 11021

Re: 200 RECTOR PLACE – LIBERTY COURT
377 RECTOR PLACE – LIBERTY HOUSE
380 RECTOR PLACE – LIBERTY TERRACE
99 BATTERY PLACE – LIBERTY VIEW

Dear Russ:

This letter will act as the contract between Milford Management Corp. and Quality Building Contractor, Inc. for the exterior façade cleaning at the above referenced buildings. All work will be in accordance with your attached letters dated October 1, 2001.

Work will include wash and squeegee all windows from the top of the building to the ground floor, protection of window a/c units, protection of all landscaping, removal of debris and cleaning of all windowsills.

Very truly yours,

Robert Gross
As Agent for Milford Management Corp.

RG/aj

cc: Anna Lopez
Steve Rossi ✓
Lorraine Doyle
Annette Conte

enc.

Phone: 516-829-7740



Fax: 516-829-7743

**QUALITY BUILDING CONTRACTOR
INCORPORATED**

October 1, 2001

Mr. Robert Gross
% Timko Contracting Corp.
20 West 64 Street
New York, NY 10023

RE: *LIBERTY COURT*
200 RECTOR PLACE
FAÇADE & WINDOW CLEANING

Dear Mr. Gross:

We herewith submit our proposal for the following work. We are covered with all necessary compensation, public liability and property damage. We provide all rigging and scaffolding under licensed supervision as required and necessary. Contractor to remove all debris from premises as created.

GENERAL SCOPE

Provide all necessary labor, material and scaffolding to perform façade and window cleaning work at the above referenced 45-story building.

PROCEDURE

- 1) Hang necessary electric scaffold in approximately twenty-six (26) locations.
- 2) Power wash entire façade with 2500 psi pressure washer.
- 3) Clean all windows.

COST OF ABOVE WORK

\$60,000.00 + \$4,950.00 TAX = \$64,950.00 (If this is tax exempt, we will require a tax exempt certificate in order not to charge tax.

Very truly yours,

QUALITY BUILDING CONTRACTOR, INC.

Russell Galindo, Vice President
RUSSELL GALINDO, VICE PRESIDENT */ raf*

Accepted and Approved by:

RG
as agreed

295 Northern Boulevard - Suite #305, Great Neck, New York 11021

Phone: 516-829-7740



Fax: 516-829-7743

**QUALITY BUILDING CONTRACTOR
INCORPORATED**

October 1, 2001

Mr. Robert Gross
% Timko Contracting Corp.
20 West 64 Street
New York, NY 10023

RE: ~~LIBERTY~~ ^{HOUSE} 377 RECTOR PLACE
FAÇADE & WINDOW CLEANING

Dear Mr. Gross:

We herewith submit our proposal for the following work. We are covered with all necessary compensation, public liability and property damage. We provide all rigging and scaffolding under licensed supervision as required and necessary. Contractor to remove all debris from premises as created.

GENERAL SCOPE

Provide all necessary labor, material and scaffolding to perform façade and window cleaning work at the above referenced 27-story building.

PROCEDURE

- 1) Hang necessary electric scaffold in approximately eighteen (18) locations.
- 2) Power wash entire façade with 2500 psi pressure washer.
- 3) Clean all windows.

COST OF ABOVE WORK

\$42,000.00 + \$3,465.00 TAX = \$45,465.00 (If this is tax exempt, we will require a tax exempt certificate in order not to charge tax.

Very truly yours,

QUALITY BUILDING CONTRACTOR, INC.

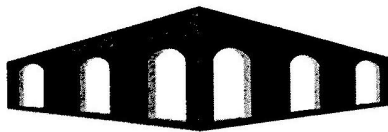
Russell Galindo, Vice President
RUSSELL GALINDO, VICE PRESIDENT

Accepted and Approved by:

[Signature]
An agent

295 Northern Boulevard - Suite #305, Great Neck, New York 11021

Phone: 516-829-7740



Fax: 516-829-7743

QUALITY BUILDING CONTRACTOR
INCORPORATED

October 1, 2001

Mr. Robert Gross
% Timko Contracting Corp.
20 West 64 Street
New York, NY 10023

LIBERTY VIEW
**RE: 99 BATTERY PLACE
FAÇADE & WINDOW CLEANING**

Dear Mr. Gross:

We herewith submit our proposal for the following work. We are covered with all necessary compensation, public liability and property damage. We provide all rigging and scaffolding under licensed supervision as required and necessary. Contractor to remove all debris from premises as created.

GENERAL SCOPE

Provide all necessary labor, material and scaffolding to perform façade and window cleaning work at the above referenced job site.

PROCEDURE

- 1) Hang necessary electric scaffold in approximately twenty-nine (29) locations.
- 2) Power wash entire façade with 2500 psi pressure washer.
- 3) Clean all windows.

COST OF ABOVE WORK

\$58,000.00 + \$4,785.00 TAX = \$62,785.00 (If this is tax exempt, we will require a tax exempt certificate in order not to charge tax.

Very truly yours,

QUALITY BUILDING CONTRACTOR, INC.

Russell Galindo, Vice President
RUSSELL GALINDO, VICE PRESIDENT */s/*

Accepted and Approved by:

[Signature]

295 Northern Boulevard - Suite #305, Great Neck, New York 11021

Phone: 516-829-7740



Fax: 516-829-7743

QUALITY BUILDING CONTRACTOR
INCORPORATED

October 1, 2001

Mr. Robert Gross
% Timko Contracting Corp.
20 West 64 Street
New York, NY 10023

TERRACE
LIBERTY ~~SCOTT~~
RE: 380 RECTOR PLACE
FAÇADE & WINDOW CLEANING

Dear Mr. Gross:

We herewith submit our proposal for the following work. We are covered with all necessary compensation, public liability and property damage. We provide all rigging and scaffolding under licensed supervision as required and necessary. Contractor to remove all debris from premises as created.

GENERAL SCOPE

Provide all necessary labor, material and scaffolding to perform façade and window cleaning work at the above referenced job site.

PROCEDURE

- 1) Hang necessary electric scaffold:
 - a) approximately 15 drops at 25 story building
 - b) approximately 11 drops at 7 story building
- 2) Power wash entire façade with 2500 psi pressure washer.
- 3) Clean all windows.

COST OF ABOVE WORK

\$49,375.00 + \$4,073.44 TAX = \$53,448.44 (If this is tax exempt, we will require a tax exempt certificate in order not to charge tax.

Very truly yours,

QUALITY BUILDING CONTRACTOR, INC.

Russell Galindo, Vice President
RUSSELL GALINDO, VICE PRESIDENT *Real*

Accepted and Approved by:

[Signature]

295 Northern Boulevard - Suite #305, Great Neck, New York 11021

TIMKO CONTRACTING CORP.

20 WEST 64TH STREET
NEW YORK, N.Y. 10023

September 21, 2001

Ms. Joanne Robasca
Distinguished Programs Insurance Group
6 East 43rd Street
New York, New York 10017-4609

Re: 200 RECTOR PLACE - LIBERTY COURT
377 RECTOR PLACE - LIBERTY HOUSE
380 RECTOR PLACE - LIBERTY TERRACE
99 BATTERY PLACE - LIBERTY VIEW

Dear Joanne:

Attached are signed contracts for the interior cleaning of the above referenced buildings. It is my understanding that Maxons will send the invoices directly to Distinguished for payment.

If there are any questions or problems, please call.

Very truly yours,

A handwritten signature in black ink, appearing to be 'R Gross', with a long horizontal flourish extending to the right.

Robert Gross

RG/aj

cc: Steve Rossi ✓
Annette Conte

enc.

SEP-21-01 FRI 01:58 PM

FAX NO.

P. 01

MAXONS RESTORATIONS

Emergency Property Damage Restoration

TEL: (212)447-6767 (516)938-6767 (914)235-6767, (973)338-6767 FAX: (212)447-6251

TIME & MATERIALS EMERGENCY CONTRACT/WORK AUTHORIZATION

Buyer: WILFORD MANAGEMENT
Address: 380 DECTER PL (408TH TERRACE)
City/State/Zip: NY NY 10280

Contract Date: 9/21/01
Type of Loss: SMOKE/SOOT
Date of Loss: 9/11/01

WORK SCOPE

Maxons Restorations, Inc. ("MAXONS") shall furnish all the materials and/or perform all labor for the following work:

CLEANING OF SMOKE/SOOT DAMAGE IN LOBBY, PUBLIC CORRIDORS
BUILDING ONLY CLEANING IN SPONSOR APARTMENTS
CLEAN PAUL AREA + HEALTH CLUB
DEODORIZE ENTIRE BUILDING

☐ (OR Scope of Work per attached specifications dated _____)

RATE SCHEDULE

CLASSIFICATION	RATE
• Skilled Cleaning Laborer (Straight Time)	\$30.00 per hour
• Restoration Area Supervisor (Straight Time)	\$45.00 per hour
• Project Coordinator (Straight Time)	\$60.00 per hour
• Project Manager (Straight Time)	\$75.00 per hour
• Senior Project Manager (Straight Time)	\$100.00 per hour
• Straight Time Hours	Weekdays 8:00am to 4:00pm
• Overtime Hours (Time-and-a-Half Rates)	Weekdays 4:00pm to 12:00am; Saturdays 8:00am to 4:00pm
• Premium Time Hours (Double-Time Rates)	Weekdays 12:00am to 8:00am; Saturdays 4:00pm to 8:00am; Sundays & Holidays
• Travel/Staging Time Charge	One (1) hour charged per shift
• Materials & Basic Supplies	Ten percent (10%) of all Labor Charges
• Ozone Generator (High Capacity)	\$275.00/day per unit
• HEPA Vacuums (High Capacity)	\$35.00/day per unit
• Atmospheric Deodorization	\$0.02/cu. ft. (per application)
• Antimicrobial Surface Treatment	\$0.25/sq. ft. (per application)

All materials are guaranteed to be as specified, and the work is to be completed in a workmanlike manner for the total sum of:

PRICE NOT TO EXCEED: \$ 250,000 (plus applicable sales tax)

- Buyer agrees to make payment to MAXONS for services rendered upon completion of the work specified hereunder in the amounts and on the terms specified above. If payment is to be made directly by an insurance company, client agrees to make payment in full within 24 hours of receipt of any insurance check or draft related to this claim.

09/21/01 FRI 14:56 [TX/RX NO 9897]

SEP-21-01 FRI 01:59 PM

FAX NO.

P. 02

Time & Materials Contract/Work Authorization
Page -2-

START & COMPLETION DATES

- Approximate Work Commencement Date:
- Approximate Work Completion Date:

9/22TO BE ANNOUNCEDNOTES

- During the course of performance of the work, MAXONS may add additional labor and/or material classifications to the schedule above at rates to be determined by MAXONS. The Compensation paid MAXONS for any materials utilized by MAXONS in performance of the work which are not listed in RATE SCHEDULE above shall be equal to MAXONS' cost for such services plus twenty-five percent (25%) MAXONS' mark-up on such costs.
- For those items of equipment for which rental is expressed as a daily rate, the daily rental rate shall apply to each 24-hour period during which the equipment is in possession of MAXONS' personnel performing work, regardless of the number of shifts on which such equipment is utilized during such 24-hour period. The minimum rental period for daily rental equipment is one (1) day.
- MAXONS shall be compensated for costs incurred for the transportation of equipment and materials to the site of the work and for the transportation back of equipment and any remaining supplies and materials, upon completion of the work, on the basis of MAXONS' cost for such transportation plus twenty-five percent (25%) MAXONS mark-up thereon.
- Any alteration or deviation from the above specifications will be binding only when executed in writing and signed by a representative or project manager of MAXONS.
- All agreements are contingent upon strikes, accidents or delays beyond our control.
- Contractor will furnish Certificate of Liability Insurance and Certificate of Worker's Compensation Insurance prior to beginning the work on the contract.
- Contractor will procure all permits required by law.
- Contractor and/or its subcontractor may have claim against the owner, which may be enforced under New York Lien Law.
- Contractor is legally required to deposit all payments received prior to completion and that, instead of making these deposits, the contractor may post a bond or contract the indemnity with the owner guaranteeing the return of proper payment under the contract.
- Any controversy or claim arising out of or relating to the work performed by Maxons shall be settled by arbitration in the City of New York under the Rules then obtaining of the American Arbitration Association. Maxons shall have all rights to provisional remedies, which it would have at law or equity notwithstanding this agreement to arbitrate.
- In the event it becomes necessary to place this contract for collection, the undersigned accepting this contract agrees to pay all costs of collection including reasonable attorney fees and court costs.

MAXONS RESTORATIONS, INC.

By: [Signature]
(NYC License #1024157)

ACCEPTANCE OF CONTRACT

The above specifications and conditions are satisfactory and are hereby accepted. MAXONS RESTORATIONS, INC. is authorized to do work as specified. Payments will be as outlined above.

Accepted by Buyer: [Signature]Date: 9/2/01

Notice: You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction

Accepted for Milden Properties

09/21/01 FRI 14:56 [TX/RX NO 98971]

SEP-21-01 FRI 01:59 PM

FAX NO.

P. 03

MAXONS

RESTORATIONS

Emergency Property Damage Restoration

TEL: (212)447-6767 (516)938-6767 (914)235-6767 (973)338-6767 FAX: (212)447-6251

TIME & MATERIALS EMERGENCY CONTRACT/WORK AUTHORIZATION

Buyer: HILFORD MANAGEMENT
 Address: 377 RECTOR PL (LIBERTY HOUSE)
 City/State/Zip: NY NY 10260

Contract Date: 9/21/01
 Type of Loss: SMOKE/SOOT
 Date of Loss: 9/11/01

WORK SCOPE

Maxons Restorations, Inc. ("MAXONS") shall furnish all the materials and/or perform all labor for the following work:

CLEANING OF SMOKE/SOOT DAMAGE IN LOBBY, LAUNDRY ROOM
BUILDING ONLY CLEANING IN APARTMENTS
PUBLIC CORRIDOR CLEANING
DEODORIZE ENTIRE BUILDING

☐ (OR Scope of Work per attached specifications dated _____)

RATE SCHEDULE

CLASSIFICATION	RATE
• Skilled Cleaning Laborer (Straight Time)	\$30.00 per hour
• Restoration Area Supervisor (Straight Time)	\$45.00 per hour
• Project Coordinator (Straight Time)	\$60.00 per hour
• Project Manager (Straight Time)	\$75.00 per hour
• Senior Project Manager (Straight Time)	\$100.00 per hour
• Straight Time Hours	Weekdays 8:00am to 4:00pm
• Overtime Hours (Time-and-a-Half Rates)	Weekdays 4:00pm to 12:00am; Saturdays 8:00am to 4:00pm
• Premium Time Hours (Double-Time Rates)	Weekdays 12:00am to 8:00am; Saturdays 4:00pm to 8:00am; Sundays & Holidays
• Travel/Staging Time Charge	One (1) hour charged per shift
• Materials & Basic Supplies	Ten percent (10%) of all Labor Charges
• Ozone Generator (High Capacity)	\$275.00/day per unit
• HEPA Vacuums (High Capacity)	\$35.00/day per unit
• Atmospheric Deodorization	\$0.02/cu. ft. (per application)
• Antimicrobial Surface Treatment	\$0.25/sq. ft. (per application)

All materials are guaranteed to be as specified, and the work is to be completed in a workmanlike manner for the total sum of:

PRICE NOT TO EXCEED: \$ 250,000 (plus applicable sales tax)

- Buyer agrees to make payment to MAXONS for services rendered upon completion of the work specified hereunder in the amounts and on the terms specified above. If payment is to be made directly by an insurance company, client agrees to make payment in full within 24 hours of receipt of any insurance check or draft related to this claim.

09/21/01 FRI 14:56 [TX/RX NO 98971]

SEP-21-01 FRI 02:00 PM

FAX NO.

P. 04

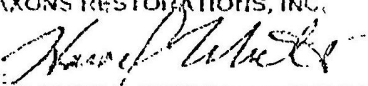
Time & Materials Contract/Work Authorization
Page -2-START & COMPLETION DATES

- Approximate Work Commencement Date:
- Approximate Work Completion Date:

9/22
TO BE ANNOUNCEDNOTES

- During the course of performance of the work, MAXONS may add additional labor and/or material classifications to the schedule above at rates to be determined by MAXONS. The Compensation paid MAXONS for any materials utilized by MAXONS in performance of the work which are not listed in RATE SCHEDULE above shall be equal to MAXONS' cost for such services plus twenty-five percent (25%) MAXONS' mark-up on such costs.
- For those items of equipment for which rental is expressed as a daily rate, the daily rental rate shall apply to each 24-hour period during which the equipment is in possession of MAXONS' personnel performing work, regardless of the number of shifts on which such equipment is utilized during such 24-hour period. The minimum rental period for daily rental equipment is one (1) day.
- MAXONS shall be compensated for costs incurred for the transportation of equipment and materials to the site of the work and for the transportation back of equipment and any remaining supplies and materials, upon completion of the work, on the basis of MAXONS' cost for such transportation plus twenty-five percent (25%), MAXONS mark-up thereon.
- Any alteration or deviation from the above specifications will be binding only when executed in writing and signed by a representative or project manager of MAXONS.
- All agreements are contingent upon strikes, accidents or delays beyond our control.
- Contractor will furnish Certificate of Liability Insurance and Certificate of Worker's Compensation Insurance prior to beginning the work on the contract.
- Contractor will procure all permits required by law.
- Contractor and/or its subcontractor may have claim against the owner, which may be enforced under New York Lien Law.
- Contractor is legally required to deposit all payments received prior to completion and that, instead of making these deposits, the contractor may post a bond or contract the indemnity with the owner guaranteeing the return of proper payment under the contract.
- Any controversy or claim arising out of or relating to the work performed by Maxons shall be settled by arbitration in the City of New York under the Rules then obtaining of the American Arbitration Association. Maxons shall have all rights to provisional remedies, which it would have at law or equity notwithstanding this agreement to arbitrate.
- In the event it becomes necessary to place this contract for collection, the undersigned accepting this contract agrees to pay all costs of collection including reasonable attorney fees and court costs.

MAXONS RESTORATIONS, INC.

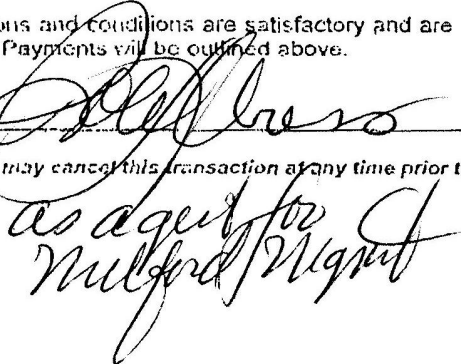
By: 
(NYC License #1024157)ACCEPTANCE OF CONTRACT

The above specifications and conditions are satisfactory and are hereby accepted. MAXONS RESTORATIONS, INC. is authorized to do work as specified. Payments will be outlined above.

Accepted by Buyer:

Date:

Notice: You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction


as agent for
Mulford Wright

09/21/01 FRI 14:56 [TX/RX NO 9897]

SEP-21-01 FRI 02:00 PM

FAX NO.

P. 05

MAXONS

RESTORATIONS

Emergency Property Damage Restoration

TEL: (212)447-6767 (516)938-6767 (914)235-6767 (973)338-6767 FAX: (212)447-6251

TIME & MATERIALS EMERGENCY CONTRACT/WORK AUTHORIZATION

Buyer: HILFORD MANAGEMENT
 Address: PL BATTERY PL. (UGRATH VIEW)
 City/State/Zip: NY NY 10280

Contract Date: 9/21/01
 Type of Loss: SMOKE/SOOT
 Date of Loss: 9/11/01

WORK SCOPE

Maxons Restorations, Inc. ("MAXONS") shall furnish all the materials and/or perform all labor for the following work:

SMOKE DAMAGE REMOVAL FROM FURNISHED APTS. INCLUDING
BUILDING SURFACES + MANAGEMENT OWNED CONTENTS - CPT/UPHOLSTERY/CASE
GOODS
CLEAN PUBLIC CORRIDORS, LAUNDRY/COMPACTOR ROOMS
INCLUDING CARPETING, LIGHT FIXTURES,
DEODORIZED ENTIRE BUILDING
2-7 STORIES

☐ (OR Scope of Work per attached specifications dated _____)

RATE SCHEDULE

<u>CLASSIFICATION</u>	<u>RATE</u>
• Skilled Cleaning Laborer (Straight Time)	\$30.00 per hour
• Restoration Area Supervisor (Straight Time)	\$45.00 per hour
• Project Coordinator (Straight Time)	\$60.00 per hour
• Project Manager (Straight Time)	\$75.00 per hour
• Senior Project Manager (Straight Time)	\$100.00 per hour
• Straight Time Hours	Weekdays 8:00am to 4:00pm
• Overtime Hours (Time-and-a-Half Rates)	Weekdays 4:00pm to 12:00am
	Saturdays 8:00am to 4:00pm
	Weekdays 12:00am to 8:00am;
	Saturdays 4:00pm to 8:00am;
	Sundays & Holidays
• Premium Time Hours (Double-Time Rates)	One (1) hour charged per shift
• Travel/Staging Time Charge	Ten percent (10%) of all Labor Charges
• Materials & Basic Supplies	\$275.00/day per unit
• Ozone Generator (High Capacity)	\$35.00/day per unit
• HEPA Vacuums (High Capacity)	\$0.02/cu. ft. (per application)
• Atmospheric Deodorization	\$0.25/sq. ft. (per application)
• Antimicrobial Surface Treatment	

All materials are guaranteed to be as specified, and the work is to be completed in a workmanlike manner for the total sum of:

PRICE NOT TO EXCEED: \$ 300,000 (plus applicable sales tax)

- Buyer agrees to make payment to MAXONS for services rendered upon completion of the work specified hereunder in the amounts and on the terms specified above. If payment is to be made directly by an insurance company, client agrees to make payment in full within 24 hours of receipt of any insurance check or draft related to this claim.

09/21/01 FRI 14:56 [TX/RX NO 98971]

SEP-21-01 FRI 02:01 PM

FAX NO.

P. 06

Time & Materials Contract/Work Authorization
Page -2-START & COMPLETION DATES

- Approximate Work Commencement Date:
- Approximate Work Completion Date:

9/22/01
TO BE ANNOUNCED

NOTES

- During the course of performance of the work, MAXONS may add additional labor and/or material classifications to the schedule above at rates to be determined by MAXONS. The Compensation paid MAXONS for any materials utilized by MAXONS in performance of the work which are not listed in RATE SCHEDULE above shall be equal to MAXONS' cost for such services plus twenty five percent (25%) MAXONS' mark-up on such costs.
- For those items of equipment for which rental is expressed as a daily rate, the daily rental rate shall apply to each 24-hour period during which the equipment is in possession of MAXONS' personnel performing work, regardless of the number of shifts on which such equipment is utilized during such 24-hour period. The minimum rental period for daily rental equipment is one (1) day.
- MAXONS shall be compensated for costs incurred for the transportation of equipment and materials to the site of the work and for the transportation back of equipment and any remaining supplies and materials, upon completion of the work, on the basis of MAXONS' cost for such transportation plus twenty-five percent (25%), MAXONS mark-up thereon.
- Any alteration or deviation from the above specifications will be binding only when executed in writing and signed by a representative or project manager of MAXONS.
- All agreements are contingent upon strikes, accidents or delays beyond our control.
- Contractor will furnish Certificate of Liability Insurance and Certificate of Worker's Compensation Insurance prior to beginning the work on the contract
- Contractor will procure all permits required by law
- Contractor and/or its subcontractor may have claim against the owner, which may be enforced under New York Lien Law
- Contractor is legally required to deposit all payments received prior to completion and that, instead of making these deposits, the contractor may post a bond or contract the indemnity with the owner guaranteeing the return of proper payment under the contract
- Any controversy or claim arising out of or relating to the work performed by Maxons shall be settled by arbitration in the City of New York under the Rules then obtaining of the American Arbitration Association. Maxons shall have all rights to provisional remedies, which it would have at law or equity notwithstanding this agreement to arbitrate.
- In the event it becomes necessary to place this contract for collection, the undersigned accepting this contract agrees to pay all costs of collection including reasonable attorney fees and court costs.

MAXONS RESTORATIONS, INC.

By: [Signature]
(NYC License #1024157)

ACCEPTANCE OF CONTRACT

The above specifications and conditions are satisfactory and are hereby accepted. MAXONS RESTORATIONS, INC. is authorized to do work as specified. Payments will be outlined above.

Accepted by Buyer

Date:

Notice: You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction

no agent for me feel
urgent

09/21/01 FRI 14:56 [TX/RX NO 98971]

SEP-21-01 FRI 02:02 PM

FAX NO.

P. 07

MAXONS

RESTORATIONS

Emergency Property Damage Restoration

TEL: (212)447-6767 (516)938-6767 (914)235-6767 (973)338-6767 FAX: (212)447-6251

TIME & MATERIALS EMERGENCY CONTRACT/WORK AUTHORIZATION

Buyer: MILFORD MANAGEMENT
Address: 700 PETER PL. (LIBERTY COURT)
City/State/Zip: NY NY 10280

Contract Date: 9/21/01
Type of Loss: SMOKE/SOOT
Date of Loss: 9/11/01

WORK SCOPE

Maxons Restorations, Inc. ("MAXONS") shall furnish all the materials and/or perform all labor for the following work:

CLEAN SMOKE DAMAGE FROM 46-FLOORS INCLUDING ALL BUILDING
OWNED STRUCTURAL SURFACES - FLOORS, WINDOW INTERIORS, BLINDS, FIXTURES
PUBLIC CORRIDORS, CARPETING IN HALLWAYS, HEALTH CLUB + POOL AREAS
DEODORIZE ENTIRE BUILDING
BUILDING ONLY CLEANING IN SPONSOR UNITS

☐ (OR Scope of Work per attached specifications dated _____)

RATE SCHEDULE

CLASSIFICATION	RATE
• Skilled Cleaning Laborer (Straight Time)	\$30.00 per hour
• Restoration Area Supervisor (Straight Time)	\$45.00 per hour
• Project Coordinator (Straight Time)	\$60.00 per hour
• Project Manager (Straight Time)	\$75.00 per hour
• Senior Project Manager (Straight Time)	\$100.00 per hour
• Straight Time Hour	Weekdays 8:00am to 4:00pm
• Overtime Hours (Time-and-a-Half Rates)	Weekdays 4:00pm to 12:00am; Saturdays 8:00am to 4:00pm
• Premium Time Hours (Double-Time Rates)	Weekdays 12:00am to 8:00am; Saturdays 4:00pm to 8:00am; Sundays & Holidays
• Travel/Staging Time Charge	One (1) hour charged per shift
• Materials & Basic Supplies	Ten percent (10%) of all Labor Charges
• Ozone Generator (High Capacity)	\$275.00/day per unit
• HEPA Vacuums (High Capacity)	\$35.00/day per unit
• Atmospheric Deodorization	\$0.02/cu. ft. (per application)
• Antimicrobial Surface Treatment	\$0.25/sq. ft. (per application)

All materials are guaranteed to be as specified, and the work is to be completed in a workmanlike manner for the total sum of:

PRICE NOT TO EXCEED: \$ 400,000 (plus applicable sales tax)

- Buyer agrees to make payment to MAXONS for services rendered upon completion of the work specified hereunder in the amounts and on the terms specified above. If payment is to be made directly by an insurance company, client agrees to make payment in full within 24 hours of receipt of any insurance check or draft related to this claim.

09/21/01 FRI 14:56 [TX/RX NO 9897]

SEP-21-01 FRI 02:02 PM

FAX NO.

P. 08

Time & Materials Contract/Work Authorization
Page -2-START & COMPLETION DATES

- Approximate Work Commencement Date:
- Approximate Work Completion Date:

9/22/01TO BE ANNOUNCEDNOTES

- During the course of performance of the work, MAXONS may add additional labor and/or material classifications to the schedule above at rates to be determined by MAXONS. The Compensation paid MAXONS for any materials utilized by MAXONS in performance of the work which are not listed in RATE SCHEDULE above shall be equal to MAXONS' cost for such services plus twenty-five percent (25%) MAXONS' mark-up on such costs.
- For those items of equipment for which rental is expressed as a daily rate, the daily rental rate shall apply to each 24-hour period during which the equipment is in possession of MAXONS' personnel performing work, regardless of the number of shifts on which such equipment is utilized during such 24-hour period. The minimum rental period for daily rental equipment is one (1) day.
- MAXONS shall be compensated for costs incurred for the transportation of equipment and materials to the site of the work and for the transportation back of equipment and any remaining supplies and materials, upon completion of the work, on the basis of MAXONS' cost for such transportation plus twenty-five percent (25%), MAXONS mark-up thereon.
- Any alteration or deviation from the above specifications will be binding only when executed in writing and signed by a representative or project manager of MAXONS.
- All agreements are contingent upon strikes, accidents or delays beyond our control.
- Contractor will furnish Certificate of Liability Insurance and Certificate of Worker's Compensation Insurance prior to beginning the work on the contract.
- Contractor will procure all permits required by law.
- Contractor and/or its subcontractor may have claim against the owner, which may be enforced under New York Lien Law.
- Contractor is legally required to deposit all payments received prior to completion and that, instead of making these deposits, the contractor may post a bond or contract the indemnity with the owner guaranteeing the return of proper payment under the contract.
- Any controversy or claim arising out of or relating to the work performed by Maxons shall be settled by arbitration in the City of New York under the Rules then obtaining of the American Arbitration Association. Maxons shall have all rights to provisional remedies, which it would have at law or equity notwithstanding this agreement to arbitrate.
- In the event it becomes necessary to place this contract for collection, the undersigned accepting this contract agrees to pay all costs of collection including reasonable attorney fees and court costs.

MAXONS RESTORATIONS, INC.

By: *Neil Weiss*
(NYC License #1024157)

ACCEPTANCE OF CONTRACT

The above specifications and conditions are satisfactory and are hereby accepted. MAXONS RESTORATIONS, INC. is authorized to do work as specified. Payments will be outlined above.

Accepted by Buyer:

Date:

9/21/01

Notice: You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction

as agent for
Melvin Nigro

09/21/01 FRI 14:56 [TX/RX NO 9897]

TIMKO CONTRACTING CORP.

20 WEST 64TH STREET
NEW YORK, N.Y. 10023

October 1, 2001

Mr. Charles M. Gutowski
Schindler Elevator Corporation
1211 Avenue of the Americas
New York, New York 10036-8861

Re: LIBERTY COURT
LIBERTY HOUSE
LIBERTY TERRACE
LIBERTY VIEW

Dear Charlie:

Attached are executed work orders for the above referenced buildings. This work is required due to the WTC catastrophe.

Very truly yours,



Robert Gross

RG/aj

cc: Joanne Rabasca
Steve Rossi
Lorraine Doyle ✓
Annette Conte

enc.

SCHINDLER ELEVATOR CORPORATION

1211 Avenue of the Americas, Suite 2950, New York, NY 10036-8861

UPGRADE ORDER AGREEMENT

Date: 09/19/2001

Estimate Number: DBES-52QSDL
010905

To:
Timko Construction Company
20 W. 64th Street
New York, NY 10023

Building:
Battery Park City
380 Rector Place
New York, NY 10280

Attn: Bob Gross

Schindler hereby proposes to perform hatch cleandowns and blow out the motor rooms with respect to the equipment located at the above building:

Work: Elevator Nos. 1-3

- Hatch door saddle cleaned
- Divider beams cleaned
- Dust covers cleaned
- Hatch doors wiped down
- Door locks cleaned
- Counterweight frame cleaned
- Car tops cleaned
- Door motors blown out
- Hitch plates cleaned
- Car and counterweight rails cleaned
- Cab doors cleaned (and track behind door)
- Secondary level cleaned
- Governors cleaned
- Under car (safety, etc.) cleaned
- Pits cleaned (buffer, comp. beams, etc.)
- Machine room (including controllers) blown out and cleaned

Price: \$13,718.00 (Quotations valid for 60 days; price based upon work being performed Monday through Friday from 8:00am to 4:30pm)

Payment: 35% of the price is due upon acceptance of this proposal
35% of the price is due upon delivery of material;
Balance due upon completion, within 30 days of invoice
Schindler retains title to any equipment furnished hereunder until final payment is made.

Schindler

TERMS AND CONDITIONS

1. Any changes to the building to meet local or state codes are to be made by Purchaser. Any changes in the Work required due to building conditions discovered in the performance of the Work will be paid by Purchaser.
2. No work, service materials or equipment other than as specified hereunder is included or intended.
3. Purchaser retains its normal responsibilities as Owner of the equipment which is subject of this Agreement.
4. Schindler will not be liable for damages of any kind, in excess of the Price of this Agreement, nor in any event for special, indirect, consequential or liquidated damages
5. Any changes in the building required to meet local or state codes are to be made by Purchaser.
6. Neither party shall be responsible for any loss, damage, detention or delay caused by labor trouble or disputes, strikes, lockouts, fire, explosion, theft, lightning, wind storm, earthquake, floods, storms, riot, civil commotion, malicious mischief, embargoes, shortages of materials or workmen, unavailability of material from usual sources, government priorities or requests or demands of the National Defense Program, civil or military authority, war, insurrection, failure to act on the part of either party's suppliers or Subcontractors, orders or instructions of any federal, state, or municipal government or any department or agency thereof, acts of God, or by any other cause beyond the reasonable control of either party. Dates for the performance or completion of the work shall be extended by such delay of the time as may be reasonably necessary to compensate for the delay.
7. Schindler guarantees that the equipment will comply with the foregoing specifications and if promptly notified in writing will, at Schindler's expense, correct any defects in such equipment occurring within one year from the date of final acceptance, which are not due to ordinary wear and tear or to improper use, care and maintenance. The correction of such defects constitutes the limit of the responsibility. THERE ARE NO OTHER WARRANTIES OR GUARANTEES, EXPRESSED OR IMPLIED, OTHER THAN OF TITLE. The equipment installed under this agreement requires maintenance service, such as periodic examinations, lubrication and adjustment made by competent elevator mechanics. This guarantee is not intended to supplant this normal servicing of the equipment and it is not to be construed that Schindler will provide free maintenance service of this type, except as may be provided under other provisions of the contract, or that Schindler will correct, without charge, breakage, maladjustment or other troubles occurring as a result of improper or inadequate maintenance.
8. Purchaser agrees to defend, indemnify and hold Schindler harmless from and against any claims, lawsuits, demands, judgments, damages, costs and expenses arising out of this Agreement except to the extent caused by or resulting from the sole and direct fault of Schindler.

Acceptance by you as owner's agent or authorized representative and subsequent approval by our authorized representative will be required to validate this agreement.

Proposed:

By: Dean Becharas

Title: Account Executive

Date: 9/19/01

Accepted:

Bob Gross
as agent

By: Bob Gross

melford management

Co: ~~Timko Construction~~

Date:

9/28/01

SCHINDLER ELEVATOR CORPORATION

1211 Avenue of the Americas, Suite 2950, New York, NY 10036-8861

UPGRADE ORDER AGREEMENT**Date:** 09/19/2001**Estimate Number:** DBES-52QRU5
010904**To:**
Timko Construction Company
20 W. 64th Street
New York, NY 10023**Building:**
377 Rector Place
New York, NY 10280**Attn:** Bob Gross

Schindler hereby proposes to perform a hatch cleandown and blow out the motor rooms with respect to the equipment located at the above building:

Work: **Elevator Nos. 1-3**

- Hatch door saddle cleaned
- Divider beams cleaned
- Dust covers cleaned
- Hatch doors wiped down
- Door locks cleaned
- Counterweight frame cleaned
- Car tops cleaned
- Door motors blown out
- Hitch plates cleaned
- Car and counterweight rails cleaned
- Cab doors cleaned (and track behind door)
- Secondary level cleaned
- Governors cleaned
- Under car (safety, etc.) cleaned
- Pits cleaned (buffer, comp. beams, etc.)
- Machine room (including controllers) blown out and cleaned

Price: \$11,948.00 (Quotations valid for 60 days; price based upon work being performed Monday through Friday from 8:00am to 4:30pm)

Payment: 35% of the price is due upon acceptance of this proposal
35% of the price is due upon delivery of material;
Balance due upon completion, within 30 days of invoice
Schindler retains title to any equipment furnished hereunder until final payment is made.

Schindler

TERMS AND CONDITIONS

1. Any changes to the building to meet local or state codes are to be made by Purchaser. Any changes in the Work required due to building conditions discovered in the performance of the Work will be paid by Purchaser.
2. No work, service materials or equipment other than as specified hereunder is included or intended.
3. Purchaser retains its normal responsibilities as Owner of the equipment which is subject of this Agreement.
4. Schindler will not be liable for damages of any kind, in excess of the Price of this Agreement, nor in any event for special, indirect, consequential or liquidated damages
5. Any changes in the building required to meet local or state codes are to be made by Purchaser.
6. Neither party shall be responsible for any loss, damage, detention or delay caused by labor trouble or disputes, strikes, lockouts, fire, explosion, theft, lightning, wind storm, earthquake, floods, storms, riot, civil commotion, malicious mischief, embargoes, shortages of materials or workmen, unavailability of material from usual sources, government priorities or requests or demands of the National Defense Program, civil or military authority, war, insurrection, failure to act on the part of either party's suppliers or Subcontractors, orders or instructions of any federal, state, or municipal government or any department or agency thereof, acts of God, or by any other cause beyond the reasonable control of either party. Dates for the performance or completion of the work shall be extended by such delay of the time as may be reasonably necessary to compensate for the delay.
7. Schindler guarantees that the equipment will comply with the foregoing specifications and if promptly notified in writing will, at Schindler's expense, correct any defects in such equipment occurring within one year from the date of final acceptance, which are not due to ordinary wear and tear or to improper use, care and maintenance. The correction of such defects constitutes the limit of the responsibility. THERE ARE NO OTHER WARRANTIES OR GUARANTEES, EXPRESSED OR IMPLIED, OTHER THAN OF TITLE. The equipment installed under this agreement requires maintenance service, such as periodic examinations, lubrication and adjustment made by competent elevator mechanics. This guarantee is not intended to supplant this normal servicing of the equipment and it is not to be construed that Schindler will provide free maintenance service of this type, except as may be provided under other provisions of the contract, or that Schindler will correct, without charge, breakage, maladjustment or other troubles occurring as a result of improper or inadequate maintenance.
8. Purchaser agrees to defend, indemnify and hold Schindler harmless from and against any claims, lawsuits, demands, judgments, damages, costs and expenses arising out of this Agreement except to the extent caused by or resulting from the sole and direct fault of Schindler.

Acceptance by you as owner's agent or authorized representative and subsequent approval by our authorized representative will be required to validate this agreement.

Proposed:

By: Dean Becharas

Title: Account Executive

Date: 9/19/01

Accepted:

By: Bob Gross

Co: Timko Construction Co.

Date: 9/28/01

Schindler G

SCHINDLER ELEVATOR CORPORATION

1211 Avenue of the Americas, Suite 2950, New York, NY 10036-8861

UPGRADE ORDER AGREEMENT

Date: 09/19/2001

Estimate Number: DBES-52QSY8
010906

To:
Timko Construction Company
20 W. 64th Street
New York, NY 10023

Building:
Liberty Court
200 Rector Place
New York, NY 10280

Attn: Bob Gross

Schindler hereby proposes to perform hatch cleandowns and blow out motor rooms with respect to the equipment located at the above building:

Work: Elevator Nos. 1-9

- Hatch door saddle cleaned
- Divider beams cleaned
- Dust covers cleaned
- Hatch doors wiped down
- Door locks cleaned
- Counterweight frame cleaned
- Car tops cleaned
- Door motors blown out
- Hitch plates cleaned
- Car and counterweight rails cleaned
- Cab doors cleaned (and track behind door)
- Secondary level cleaned
- Governors cleaned
- Under car (safety, etc.) cleaned
- Pits cleaned (buffer, comp. beams, etc.)
- Machine room (including controllers) blown out and cleaned

Price: \$46,461.00 (Quotations valid for 60 days; price based upon work being performed Monday through Friday from 8:00am to 4:30pm)

Payment: 35% of the price is due upon acceptance of this proposal
35% of the price is due upon delivery of material;
Balance due upon completion, within 30 days of invoice
Schindler retains title to any equipment furnished hereunder until final payment is made.

Schindler Q

TERMS AND CONDITIONS

1. Any changes to the building to meet local or state codes are to be made by Purchaser. Any changes in the Work required due to building conditions discovered in the performance of the Work will be paid by Purchaser.
2. No work, service materials or equipment other than as specified hereunder is included or intended.
3. Purchaser retains its normal responsibilities as Owner of the equipment which is subject of this Agreement.
4. Schindler will not be liable for damages of any kind, in excess of the Price of this Agreement, nor in any event for special, indirect, consequential or liquidated damages
5. Any changes in the building required to meet local or state codes are to be made by Purchaser.
6. Neither party shall be responsible for any loss, damage, detention or delay caused by labor trouble or disputes, strikes, lockouts, fire, explosion, theft, lightning, wind storm, earthquake, floods, storms, riot, civil commotion, malicious mischief, embargoes, shortages of materials or workmen, unavailability of material from usual sources, government priorities or requests or demands of the National Defense Program, civil or military authority, war, insurrection, failure to act on the part of either party's suppliers or Subcontractors, orders or instructions of any federal, state, or municipal government or any department or agency thereof, acts of God, or by any other cause beyond the reasonable control of either party. Dates for the performance or completion of the work shall be extended by such delay of the time as may be reasonably necessary to compensate for the delay.
7. Schindler guarantees that the equipment will comply with the foregoing specifications and if promptly notified in writing will, at Schindler's expense, correct any defects in such equipment occurring within one year from the date of final acceptance, which are not due to ordinary wear and tear or to improper use, care and maintenance. The correction of such defects constitutes the limit of the responsibility. THERE ARE NO OTHER WARRANTIES OR GUARANTEES, EXPRESSED OR IMPLIED, OTHER THAN OF TITLE. The equipment installed under this agreement requires maintenance service, such as periodic examinations, lubrication and adjustment made by competent elevator mechanics. This guarantee is not intended to supplant this normal servicing of the equipment and it is not to be construed that Schindler will provide free maintenance service of this type, except as may be provided under other provisions of the contract, or that Schindler will correct, without charge, breakage, maladjustment or other troubles occurring as a result of improper or inadequate maintenance.
8. Purchaser agrees to defend, indemnify and hold Schindler harmless from and against any claims, lawsuits, demands, judgments, damages, costs and expenses arising out of this Agreement except to the extent caused by or resulting from the sole and direct fault of Schindler.

Acceptance by you as owner's agent or authorized representative and subsequent approval by our authorized representative will be required to validate this agreement.

Proposed:



By: Dean Becharas

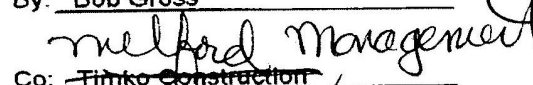
Title: Account Executive

Date: 9/19/01

Accepted:

 as agent

By: Bob Gross



Co: Melford Management

Date: 9/28/01