

LICENSE AGREEMENT

This License Agreement made this 30th day of Oct 2002 by and between the CITY OF NEW YORK (hereinafter called "the City"/Licensee), acting by and through the Department of Environmental Protection of the City of New York (hereinafter called "DEP"), with an office at 59-17 Junction Boulevard, Corona, New York 11368-5107 and YSEF Realty LLC ("Landowner/Licensor") the owner of the premises at 135 Greenwich Street. (the "Premises").

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

WHEREAS, the owners of said structures are desirous of having the foreign material removed;

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

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

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

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

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

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

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

(b) the right to temporarily occupy portions of the ground outside of the building located on the Premises, with personnel, material and equipment, in order to perform the Cleaning Work; and

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

3. **Limitations And Conditions:**

- a) In no event shall the Licensee, its agents, contractors, or subcontractors enter the Licensor's property for the purposes of performing the Cleaning Work other than between the hours of 8:00 a.m. and 8:00 p.m.
- b) Licensee shall provide the Licensor with written notification of its intention to begin the Cleaning Work at least two (2) days prior to the commencement of such Work.
- c) Licensee shall pay the entire cost of all work, labor, and material in connection with the Cleaning Work undertaken by it hereunder except that the Licensor shall supply and pay for all power and water usage in connection with the Cleaning Work.
- d) Licensee, its agents, contractors, and employees, shall perform all Cleaning Work promptly and in a workmanlike manner with a minimum of disturbances to the Licensor's property.
- e) Licensee shall maintain such flags, lights, barricades and enclosures as required for the safety of persons, property and traffic flow.
- f) All Cleaning Work shall be performed by qualified contractors in accordance with applicable federal, state and local rules and regulations;
- g) Any contractor or subcontractors performing the Cleaning Work on behalf of the Licensee shall obtain, prior to the commencement of any Cleaning Work, insurance in the amounts and types as set forth herein in Exhibit B;
- h) All City employees, and any contractor or subcontractor performing any activities on the City's behalf, shall, at all times, wear proper identification which, at a minimum shall include, an identification card with the name and photograph of the person.

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

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CHECKING

Here is All Activity for Account # PII through 10/31/2002.

PII	
← Back	Reverse Order

10

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

Dated: 10/31/02

X
Licensor

By: _____

YAIR LEVY

Dated: 11-6-02

Deputy Commissioner
Licensee

By: _____

DEP

Approved as to Form

Acting Corporation Counsel

DATED: _____

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

Yair Levy

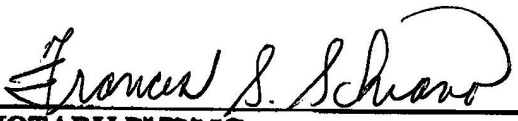
On this 31 day of October 2002, before me personally came the individual described in and who executed the foregoing instrument and acknowledged to me that he/she resides at 19 Sinclair Drive, Kings Pt, NY and that he/she executed the foregoing instrument as the owner/licensor of the property. 11024

Christine Victor
NOTARY PUBLIC
STATE OF NEW YORK

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

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

On this 7th day of November 2002, before me personally came Robert C. Avaltroni and acknowledged to me that he/~~she~~ is the ~~Deputy~~ Commissioner of the New York City Department of Environmental Protection, and that he/~~she~~ authorized to executed the foregoing instrument and that he/she did so on behalf of the City of New York pursuant to authority of law duly delegated.



NOTARY PUBLIC
STATE OF NEW YORK

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

Building Facade Clean-up

Work shall be performed by a NYSDOL licensed asbestos contractor with NYCDEP and NYSDOL asbestos certified workers.

The contractor performing the cleaning should be experienced in cleaning building facades.

The clean up area shall be specified ("specified area") by DEP. The area below the façade cleaning shall be covered with a layer of polyethylene sheeting. All debris must be collected for disposal as ACM directly upon removal from the surface. (i.e. All waste must be double bagged in ACM waste labeled bags.) Running water or water runoff on the building façade is not permitted.

Building occupants shall be notified prior to the façade cleaning. Access to the street below the façade cleaning shall be restricted and marked with caution tape. Cleaning shall not be performed during wind speeds greater than 20 mph.

All HVAC systems and air conditioners shall be turned off. All windows shall be closed during the cleaning of the building. Some air conditioners and windows may require sealing with duct tape to prevent water penetration.

In cases where equipment is rigged from the roof: All clean-up activities on the roof must be completed prior to rigging equipment from the roof.

All horizontal surfaces and all windows on the facade shall be cleaned of large bulk material by wetting and hand brushing or scraping with non-metallic bristle brushes or non-metallic scrapers, by wet wiping and/ or by HEPA vacuuming from top to bottom. Only water shall be used for wet wiping and low-pressure washing. Detergents, solvents, additives, and any other chemical cleaning agents are prohibited. The removed material shall be immediately placed into containers (e.g. bags). Windows shall be wet wiped. Free running water shall not be evident during this procedure. Power for HEPA vacuums shall be supplied through ground fault interrupters.

After completion of debris removal, the specified area shall be carefully washed. A low pressure washing technique, moving from top to bottom, shall be employed to minimize water bounce-back. Facades shall be washed with a low-pressure wash not to exceed 250 psi.

At the completion of work, a visual inspection of the abated surfaces and sidewalk shall be performed to verify the absence of visible debris.

Air monitoring shall be performed by an independent NYSDOL licensed third party air monitoring firm with certified workers.

In order to minimize disruption to the public and to the building occupants, it is recommended this work be performed during off-hours.

EXHIBIT B

**SUPPLY and SERVICE CONTRACT
GENERAL CONDITIONS
SCHEDULE A**

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

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SUPPLY and SERVICE CONTRACT
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Insurance indicated by (X) will be required under this contract. Insurance certificates, policies, and endorsements must be sent to the New York City Department of Environmental Protection, Agency Chief Contracting Officer, ATTN: Contract Management Office (INSURANCE), 17th Floor, 59-17 Junction Boulevard, Corona, New York 11358.

Article 6 of Agreement	Insurance
(x) Workers Compensation: Section II.B (x) Employers Liability: Section II.D () Jones Act:* Section II.E () U.S. Harbor Workers & Longshoremen's Compensation Act:* Section II.G * As respects use of tugs, barges or other marine operations under this contract.	Statutory per New York State Law without regard to jurisdiction \$ 1,000,000 each accident
(X) Commercial General Liability CG 00 01 (ed.10/83) or equivalent. Combined Single Limit-Bodily Injury and Property Damage: Section II.A	\$ 5,000,000 per occurrence: \$ 5,000,000 products/completed operations aggregate \$ 5,000,000 personal injury \$ 50,000,000 general aggregate \$ 25,000 per claim maximum deductible, except as approved by the CONTRACT MANAGEMENT OFFICE
☒ Others to be added as additional insureds: Additional insured status using ISO endorsement CG 20 10. Section II.A.3	Named Additional Insureds <u>Owners of Buildings on Which Work Is To Be Done</u> _____ _____ _____
(x) Business Auto Coverage: CA 00 01 (ed. 06/92) or equivalent Combined Single Limit - Bodily Injury and Property Damage The following coverage must be provided: () Business Auto Coverage Form: Section II.I	\$ 1,000,000 Each Occurrence (x) Owned (x) Hired (x) Non-Owned

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

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

DEP Form SCHED A SUPPLY & SERVICE; March 28, 2002 (PIN#626WTCROOF1)

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

☒ Environmental Impairment Liability Insurance Asbestos Liability [Zurich U-ASL-103B (CW)(1-86) or Equivalent] This insurance shall be provided in the name of the contractor, and each subcontractor, performing any operations involving the removal of asbestos materials.	\$ 2,000,000 general aggregate (excl products) \$ 1,000,000 products/completed operations aggregate \$ 1,000,000 each occurrence \$ 25,000 claim maximum deductible, except as approved by the CONTRACT MANAGEMENT OFFICE
☐ Contractor's Environmental Impairment Liability Insurance [Zurich U-EIL-102-A(CW)(6-92) or Equivalent] This insurance shall be provided in the name of the contractor, and each subcontractor, performing any operations involving the disruption, removal, disposal, or handling of lead or other toxic and/or hazardous materials.	\$ general aggregate (excl products) \$ products/completed operations aggregate \$ each occurrence \$ claim maximum deductible, except as approved by the CONTRACT MANAGEMENT OFFICE

) Other

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

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

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

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

DEP Form SCHED A SUPPLY & SERVICE: March 28, 2002 (PIN#828WTCROOF1)

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In addition, if indicated by an (X), the following hazards must be covered:

☒ Environmental Impairment Liability Insurance Asbestos Liability [Zurich U-ASL-103B (CW)(1-98) or Equivalent] This insurance shall be provided in the name of the contractor, and each subcontractor, performing any operations involving the removal of asbestos materials.	\$ <u>2,000,000</u> general aggregate (excl products) \$ <u>1,000,000</u> products/completed operations aggregate \$ <u>1,000,000</u> each occurrence \$ <u>25,000</u> claim maximum deductible, except as approved by the CONTRACT MANAGEMENT OFFICE
☐ Contractor's Environmental Impairment Liability Insurance [Zurich U-EIL-102-A(CW)(6-92) or Equivalent] This insurance shall be provided in the name of the contractor, and each subcontractor, performing any operations involving the disruption, removal, disposal, or handling of lead or other toxic and/or hazardous materials.	\$ _____ general aggregate (excl products) \$ _____ products/completed operations aggregate \$ _____ each occurrence \$ _____ claim maximum deductible, except as approved by the CONTRACT MANAGEMENT OFFICE

) Other
