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August 14, 2002

JOHN H. BROADLEY

Honorable Vernon Williams
Secretary
Surface Transportation Board
1925 K Street, N.W. Suite 700
Washington, D.C. 20423-0001

Re: Chelsea Property Owners -- Abandonment--Portion of the Consolidated Rail Corporation's West 30th Street Secondary Track in New York, NY. Docket No. AB-167 (Sub-No. 1094)A.

Dear Mr. Williams:

Enclosed for filing in the captioned proceeding are an original and ten copies of a document entitled MOTION OF CHELSEA PROPERTY OWNERS FOR AN ORDER FINDING THAT THE ATTACHED SETTLEMENT AGREEMENT SATISFIES THE SURETY CONDITIONS IN THE ICC'S SEPTEMBER 16, 1992 ORDER IN THIS PROCEEDING.

Please file stamp the extra copy of this transmittal letter and return it with our messenger.

Yours very truly,

John Broadley

Enclosures

cc: All counsel

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**BEFORE THE
SURFACE TRANSPORTATION BOARD
Washington, D.C.**



CHELSEA PROPERTY OWNERS -- Abandonment --)
PORTION OF THE CONSOLIDATED RAIL)
CORPORATION'S WEST 30TH STREET SECONDARY)
TRACK IN NEW YORK, NY)
_____))

Docket No. AB-167
(Sub. No. 1094)A

206035

**MOTION OF CHELSEA PROPERTY OWNERS FOR AN ORDER
FINDING THAT THE ATTACHED SETTLEMENT AGREEMENT
SATISFIES THE SURETY CONDITION IN THE ICC'S
SEPTEMBER 16, 1992 ORDER IN THIS PROCEEDING**

Chelsea Property Owners ("CPO") moves for the entry of an order finding that the attached Settlement Agreement satisfies the indemnity condition imposed in the Interstate Commerce Commission's ("ICC's") September 16, 1992 order in this proceeding and authorizing Consolidated Rail Corporation ("Conrail") to abandon the line of railroad at issue in this proceeding. The Settlement Agreement ensures that Conrail will be protected against liability for removal of the Highline in excess of \$7 million, thus satisfying the ICC's September 16, 1992 condition. In support of its motion, CPO states as follows:

1. Background Facts

In 1989 CPO brought an adverse abandonment proceeding seeking an order from the ICC authorizing the abandonment of a rail line in the Borough of Manhattan, NY, referred to as the "Highline." The Highline ran on an elevated viaduct between 34th Street in the north and Bank Street in the south and formed part of Conrail's West 30th Street Secondary Track. During the pendency of the proceedings, Conrail agreed to abandon the southern portion of the Highline

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between Bank Street and Gansevoort Street and the abandonment proceeding was severed. The adverse abandonment proceeded with respect to the portion of the Highline between Gansevoort Street and 34th Street. On September 16, 1992 the ICC approved the abandonment of the Highline between Gansevoort Street and 34th Street subject to certain conditions. *See Chelsea Property Owners -- Abdt. -- Consolidated R. Corp.*, 8 I.C.C.2d 773 (1992), *aff'd sub nom. Consolidated Rail Corp. v. ICC*, 29 F.3d 706 (DC Cir. 1994).

One of the conditions imposed related to the post-abandonment obligation of Conrail to remove the elevated viaduct and restore the servient properties.¹ A major issue before the Commission in the adverse abandonment proceeding was the cost of removal and restoration that Conrail would have to bear. The Commission's September 16, 1992 decision conditioned abandonment on CPO indemnifying and protecting Conrail from removal and restoration costs exceeding \$7 million. Specifically, the Commission stated:

we will continue to require that CPO post security to cover demolition costs in excess of \$7 million. We will nevertheless delay the issuance of the abandonment certificate . . . to give CPO the opportunity to obtain a new demolition offer or to negotiate other terms with Conrail.

The Commission further found that:

The present and future public convenience and necessity permit abandonment of the described line of railroad, subject . . . (2) to the condition that applicants post a surety bond, or similar security, as described above.

CPO has now reached a settlement agreement, formally entitled "Agreement for Voluntary Abandonment and Charitable Contribution" (hereinafter, the "Settlement Agreement")

¹ The Commission also imposed standard labor protection conditions.

with Conrail and others which satisfies the ICC's September 16, 1992 condition by protecting Conrail and the related railroads from demolition and restoration costs in excess of \$7 million.

2. The Settlement Agreement

The Settlement Agreement is complex and has many parties because of the widely distributed property interests that are burdened by the Highline easements. A copy of the Settlement Agreement is attached hereto as Exhibit No. 1. While the Settlement Agreement is complex in detail, its outline is straightforward.²

a. Demolition Contract:

The Property Interests have formed a special purpose company called "Chelsea Demolition, Inc." which has agreed on a form of fixed price Demolition Contract with Seasons Contracting Corporation for the demolition of the Highline and restoration of the servient properties. Settlement Agreement Sections 1.1, 5.2(b), and Exhibit D-1.

² For ease of discussion we will discuss the Settlement Agreement in terms of the "Property Interests," generally the private property owners who own the servient properties, the "Railroad Interests," generally Conrail and certain entities which have an interest in Conrail and/or its properties pursuant to the transaction approved by the Board in *CSX Corporation and CSX Transportation, Inc., Norfolk Southern Corporation and Norfolk Southern Railway Company -- Control and Operating Leases/Agreements -- Conrail Inc. and Consolidated Rail Corporation*. 3 S.T.B.196 (1998), and the "Governmental Interests," the City of New York, the New York City Economic Development Corporation, the Metropolitan Transportation Authority, the New York Convention Center Development Corporation, and the TriBorough Bridge and Tunnel Authority. These are *not* terms used in the Settlement Agreement but are adopted here solely to outline the essential terms of that agreement.

b. Construction Management Agreement:

Chelsea Demolition, Inc. has agreed on a form of Construction Management Agreement with Bovis Lend Lease LMB, Inc. ("Bovis LMB") to manage the demolition of the Highline and restoration of the servient properties by Seasons Contracting Corporation pursuant to the Demolition Agreement. Settlement Agreement Sections 1.1, 5.2(b), and Exhibit D-2.

c. Completion Guaranty Agreement:

Chelsea Demolition, Inc. has agreed on a form of Completion Guaranty Agreement with Bovis Lend Lease, Inc. to guarantee completion of the demolition of the Highline and the restoration called for in the Demolition Agreement. Settlement Agreement Sections 1.1, 5.2(b) and Exhibit S-1.

d. Collateral Assignment of Contract and Guaranty

Chelsea Demolition, Inc. has entered into a Collateral Assignment of Contract and Guaranty with the New York City Economic Development Corporation whereby if Chelsea Demolition, Inc. fails to fulfill all its obligations in directing Seasons and Bovis LMB, it will assign the Construction Management Agreement and the Completion Guaranty Agreement to the New York City Economic Development Corporation ("EDC") to direct the work and complete the demolition pursuant to those agreements, thereby protecting Conrail and the other Railroad Interests against any post-closing exposure for demolition and restoration expenses in excess of the \$7 million they have agreed to contribute to the EDC to fund the demolition and restoration through progress payments to the demolition contractor Seasons. Settlement Agreement Sections 1.1, 5.2(b) and Exhibit S-2.

Conrail and the other Railroad Interests have agreed as follows (Settlement Agreement Section 5.2(b)):

The Railroad Signatories have agreed to accept the Guarantor's [Bovis Lend Lease's] delivery of the Completion Guaranty and CD's [Chelsea Demolition, Inc.'s] delivery and EDC's acceptance of (and Construction Manager's consent to) the Collateral Assignment in lieu of any other guaranty or indemnification against cost overruns beyond Seven Million Dollars in the completion of the Highline demolition project, as such guaranty or indemnification is required under the terms of the STB Action and the July Ruling, and All Owners [the Signatory Owners] and Chelsea [CPO] and CD and EDC understand and agree that the Railroad Signatories may rely, intend to rely and will rely upon enforcement of the Completion Guaranty by CD and/or EDC (including, but not limited to, enforcement through action for specific performance under this Agreement). The provisions of this subparagraph (b) shall survive the Closing of title under this Agreement.

In addition to the foregoing provisions protecting Conrail and the other Railroad Interests from demolition and restoration costs in excess of \$7 million, the Settlement Agreement also provides additional benefits and protections as follows:

e. Signatory Owners Payment Obligation:

Pursuant to the Settlement Agreement the Signatory Owners (those Property Interests and Government Interests which are signatories to the Settlement Agreement) have agreed that they "shall be directly responsible to compensate Contractor and Construction Manager above and beyond the Demolition Contribution [Conrail's \$7 million share of the costs]." Settlement Agreement Section 5.2(a).

f. Performance and Payment Bonds:

The Demolition Contract will be bonded under a surety's Payment Bond and a surety's Performance Bond in the amount of \$8,375,000 (125% of the Demolition Contract price of \$6,700,000) issued by Mountbatten Surety Company, Inc. Conrail and the other Railroad Interests are co-obligees (among others) on the Payment and Performance Bonds. Settlement Agreement Section 1.3 and Exhibits F-1 (Payment Bond) and F-2 (Performance Bond).

g. Liability Insurance

The demolition contractor, Seasons Contracting, is required to maintain Commercial General Liability Insurance and to extend coverage under its policy to Conrail and the other Railroad Interests. The construction management contractor, Bovis LMB, is also required to maintain Commercial General Liability Insurance and to extend coverage under its policy to Conrail and the other Railroad Interests. The Bovis LMB policy will have a project specific limit of \$100 million, thereby providing more than adequate coverage for the Railroad Interests. Certificates of Insurance are required to be presented at closing. Settlement Agreement Section 1.3.

h. Environmental Insurance

The Property Interests have agreed to purchase an environmental insurance policy in the amount of \$30 million naming Conrail and the other Railroad Signatories as insureds respecting environmental damage, if any, to properties bordering those encumbered by the Highline. This is a condition of closing. Settlement Agreement Section 1.4, Exhibit N-3.

i. Release and Indemnity.

Upon closing Conrail and the other Railroad Interests will convey the easements and the Highline structure in fee owner-specific segments to each of the servient property owners, including the Property Interests and the Governmental Interests, in return for a broad release of all the transferees' claims relating to the Highline, and in the case of the Property Interests also in exchange for an indemnity of the Railroad Interests against future third party claims relating to the Highline and its demolition. Settlement Agreement Section 4, and Exhibits G-1 through G-6.

The foregoing provisions of the Settlement Agreement ensure that the Highline will be demolished and the servient properties restored at a cost to Conrail and the other Railroad Interests that will not exceed the \$7 million contribution which the ICC set as a cap in its September 16, 1992 decision. Conrail and the other Railroad Interests would be primarily protected against any failure by the Demolition Contractor by the Construction Management Agreement and the Completion Guaranty Agreement, both of which will be collaterally assigned to the EDC under the Collateral Assignment of Contract and Guaranty for the protection of Conrail and the other Railroad Interests in the event of payment or other default by Chelsea Demolition in management of the Demolition Contract.

Other provisions of the Settlement Agreement provide additional protection to Conrail and the other Railroad Interests from hazards involved in construction projects by requiring (i) that the demolition contractor secure Payment and Performance Bonds with the Railroad Interests as co-obligees, (ii) that the Demolition Contractor and the Construction Management Contractor obtain Commercial and General Liability insurance with the Railroad Interests having coverage under an endorsement in form reasonably acceptable to them, and (iii) that the Property Interests

obtain an Environmental Insurance policy to protect the Railroad Interests against certain post-closing third-party environmental claims.

Finally, the Property Interests (limited to the Signatory Owners) have agreed to pay any demolition and restoration costs to the extent they exceed \$7 million, and have agreed to release their claims against the Railroad Interests relating to the Highline and to indemnify the Railroad Interests against any future third party claims relating to the Highline arising post-closing. The Governmental Interests which receive conveyances of easements under the Settlement Agreement have also agreed to release their claims against the Railroad Interests relating to the Highline.

3. Conclusion

CPO submits that the Settlement Agreement, when implemented, will protect Conrail and the other Railroad Interests from any exposure to Highline demolition and restoration costs exceeding \$7 million and therefore satisfies the ICC's September 16, 1992 surety condition.

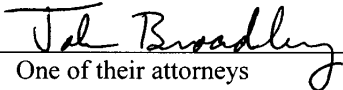
WHEREFORE, CPO respectfully requests that the Board enter an order:

1. Finding that the Settlement Agreement, a copy of which is attached hereto, satisfies the surety condition contained in the ICC's September 16, 1992 decision in this proceeding.

2. Authorizing Consolidated Rail Corporation, upon title closing under the Settlement Agreement, to abandon of the Highline in accordance with the ICC's September 16, 1992 decision, subject to employee protection as set forth in *Oregon Short Line R. Co. -- Abandonment -- Goshen*, 360 I.C.C. 91 (1979).

Respectfully submitted,

CHELSEA PROPERTY OWNERS

By: 
One of their attorneys

John Broadley
(DC Bar No. 238089)
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OF COUNSEL:

Scott Stone, Esq.
Patton Boggs, LLP
2550 M Street NW
Washington, D.C. 20037

Dated: August 14, 2002

CERTIFICATE OF SERVICE

I hereby certify that on this 14th day of August 2002 I served a copy of the foregoing MOTION OF CHELSEA PROPERTY OWNERS FOR AN ORDER FINDING THAT THE ATTACHED SETTLEMENT AGREEMENT SATISFIES THE SURETY CONDITION IN THE ICC'S SEPTEMBER 16, 1992 ORDER IN THIS PROCEEDING on the parties to this proceeding by causing a copy thereof to be deposited in the United States mails, postage prepaid, addressed to counsel for such parties listed below:

Counsel	Represents
Elizabeth Bradford 655 West 34 th Street New York, NY 10001-1188	(NYCCDC)
John F. Guinan New York Department of Transportation Albany, NY 12232	(NYDOT)
Robert M. Jenkins Mayer Brown Rowe & Maw 1909 K Street NW Washington, D.C. 20006-1101	(Conrail)
Dennis G. Lyons Arnold & Porter 555 Twelfth Street NW, Suite 940 Washington, D.C. 20004-1206	(CSX and CSXT)
Gail Rubin 100 Church Street Room 3-158 New York, NY 10007	(City of New York)
Anthony P. Semancik 347 Madison Avenue New York, NY 10017-3706	(MTA)

John Broadley

Dated: August 14, 2002

EXHIBIT NO. 1

(Settlement Agreement)

**AGREEMENT FOR VOLUNTARY ABANDONMENT
AND FOR CHARITABLE CONTRIBUTION**

Regarding the Highline,
75-95 Gansevoort Street through 547-55 West 34th Street
New York City, New York

by and among

New York Central Lines, LLC
Conrail, Inc.
Consolidated Rail Corp.
CSX Corporation
CSX Transportation, Inc.
Chelsea Property Owners Inc.
Chelsea Demolition, Inc.
Edison Mini-Storage Corporation
Abi Kalimian
GHC NY Corp.

Romanoff Equities, Inc.
Gottlieb Realty Corp.
Freedman Realty Company
450 West 14th Street Corp.
Cotard Realty Associates
Tenth Avenue Realty Associates LP
204 Lafayette Street Properties
Liron Realty Inc.
22-23 Corp.

David V. Duchini and David Duchini, John I. Lipkowitz and
The Bank of New York as Trustees u/w/o Adolph Duchini f/b/o Concetta Duchini

15th Street Mini Storage, Inc.
CFG/AGSCB 9th Avenue LLC
511 West 23rd Street Associates LLC
NTJ Associates
26-10 Corp.
509-511 West 27th St. LP
Midtown Realty Inc.
The City of New York

New York City Economic Development Corporation
New York Convention Center Development Corporation
Metropolitan Transportation Authority
Triborough Bridge and Tunnel Authority

December __, 2001

TABLE OF CONTENTS

Article/Section	Page
Recitals.....	2
1. Demolition Contract and Permit; Railroad Law Waivers; Surety Bonds and Indemnification Agreement; Environmental Insurance Policy.....	5
1.1. Demolition Contract and Demolition Permit.....	5
1.2. Railroad Laws Waiver	7
1.3. Surety Bonds, Seasons CGL Policy and Bovis CGL Policy	7
1.4. Environmental Insurance Policy	8
2. Abandonment.....	8
2.1. NYCLLC Abandonment Petition	8
2.2. Section 18 Waiver.....	9
2.3. Pursuit of Abandonment; Unsuccessful Petition	9
2.4. Cost of Abandonment Proceedings.....	10
2.5. Chelsea and Signatory Owners' Support of STB Petition.....	10
2.6. "Actual Abandonment" Defined.....	10
2.7. Termination of this Agreement: STB Denial.....	11
2.8. Termination of this Agreement: STB Issuance of CITU.....	12
2.9. Exempted Segments.....	12
2.10. Non-Signatory Owner.....	12
3. Assignment and Assumption of Easements.....	14
3.1. Consequences of Non-Delivery	14
3.2. Delivery of Assignments and Assumptions and Bills of Sale	14
3.3. Further Assurances.....	15
3.4. Representations and Warranties; Indemnify Defined	15
4. Donation by NYCLLC to City; Donation by NYCLLC to MTA, TBTA, and NYCCDC; Offer, Acceptance, Contract.....	16
4.1. Donation by NYCLLC to City and Absence of Consideration	16
4.2. Donation by NYCLLC to MTA, TBTA, and NYCCDC.....	17
4.3. Offer, Acceptance, Contract	17
5. Demolition of the Northern Portion.....	18
5.1. Commencement	18
5.2. Demolition Contract and Contractor and Construction Manager	18
5.3. Compliance With Law	19

5.4.	Mechanic's Liens	19
5.5.	Deadline	20
5.6.	Cost	20
6.	Indemnification	21
6.1.	Indemnification of NYCLLC and the Railroad Signatories	21
6.2.	Indemnification of Signatory Owners.....	21
7.	Title Insurance; Roadway Track Maps (Survey); Closing; Taxes on Transfer; Closing Costs; Closing Deliveries.....	21
7.1.	Title Commitment; Title Insurance.....	21
7.2.	Roadway Track Maps (Survey)	21
7.3.	Closing.....	22
7.4.	Transfer or Reassessment Taxes	22
7.5.	Closing Deliveries.....	23
8.	Contractor's and All Owners' Right of Entry, Environmental and Other Inspections; Zoning	24
8.1.	Right of Entry	24
8.2.	NYCLLC Representations	27
8.3.	NYCLLC Monitoring of Work Plans	27
8.4.	"As Is"	27
8.5.	Zoning.....	28
8.6.	Survival	28
9.	Miscellaneous Provisions.....	28
9.1.	No Representations	28
9.2.	Plurals; Gender.....	28
9.3.	Captions	28
9.4.	No Joint Venture	28
9.5.	Time of Essence.....	28
9.6.	Headings; Exhibits.....	28
9.7.	Governing Law	28
9.8.	Counterparts	29
9.9.	Notices	29
9.10.	Binding Effect; Successors and Assigns.....	41
9.11.	Prior Agreements; Entire Agreement.....	41
9.12.	No Amendment.....	42
9.13.	Separability	42
9.14.	No Waivers	42
9.15.	Survival	42
9.16.	Counterparts.....	42
9.17.	Trial By Jury	42

9.18.	Conditions to City Obligations and NYCCDC Obligations and MTA Obligations	42
9.19.	No Third Party Beneficiaries	44
9.20.	Default; Remedies.....	44
9.21.	FIRPTA Compliance	45
9.22.	Acceptance of Quitclaim Assignment and Assumption Agreements	45
9.23.	Interpretation.....	46
9.24.	Compliance with Land-Use Law	46
	Schedule of Exhibits.....	56

**AGREEMENT FOR VOLUNTARY ABANDONMENT
AND FOR CHARITABLE CONTRIBUTION**

THIS AGREEMENT FOR VOLUNTARY ABANDONMENT AND FOR CHARITABLE CONTRIBUTION ("Agreement") is dated as of December __, 2001, between and among NEW YORK CENTRAL LINES LLC ("NYCLLC"), a Delaware limited liability company whose tax and mailing address is 500 Water Street (J-910), Jacksonville, Florida 32202, CONRAIL, INC. ("Conrail"), a Pennsylvania corporation whose mailing address is 2001 Market Street (19-B), P.O. Box 41419, Philadelphia, Pennsylvania 19101-1419 (the "Conrail Office"), CONSOLIDATED RAIL CORP. ("CRC"), a Pennsylvania corporation having its principal place of business at the Conrail Office, CSX CORPORATION ("CSXC"), a Virginia corporation having its principal place of business at One James Center, 901 East Cary Street, Richmond, Virginia 23219, CSX TRANSPORTATION, INC. ("CSXT"), a Virginia corporation having its principal place of business at 301 West Bay Street, Jacksonville, Florida 32202, CHELSEA PROPERTY OWNERS INC. ("Chelsea"), a New York corporation having its principal place of business at 100 Washington Street, Newark, New Jersey 07102, CHELSEA DEMOLITION, INC. ("CD") a New York corporation having its principal place of business at 100 Washington Street, Newark, New Jersey 07102, EDISON MINI-STORAGE CORPORATION ("Edison"), a New York corporation having its principal place of business at 100 Washington Street, Newark, New Jersey 07102, ABI KALIMIAN, having an office at 950 Third Avenue, New York, New York 10022 ("Kalimian") GHC NY CORP., a _____ corporation having its principal place of business at c/o Nebraska Meat Corp., 124 Malvern Street, Newark, New Jersey 07105 ("GHC"), GOTTLIEB REALTY CORP., a _____ corporation having an address c/o Gottlieb Real Estate, 544 Hudson Street, New York, New York 10014 ("Gottlieb"), ROMANOFF EQUITIES, INC., a _____ corporation having its principal place of business at 7-11 South Broadway, White Plains, New York 10601 ("Romanoff") FREEDMAN REALTY COMPANY, a _____ having its principal place of business at 1391 Barnum St., Sheffield, MA 01257 ("Freedman"), 450 WEST 14th STREET CORP., a _____ corporation, having an address c/o Food Resources, Inc., 450 W. 14th St., New York, New York, 10014 ("450 West"), COTARD REALTY ASSOCIATES, a _____, having its principal place of business at 362 Kingsland Avenue, Brooklyn, New York 11222 ("Cotard"), TENTH AVENUE REALTY ASSOCIATES LP, a _____ limited partnership having its principal place of business at 362 Kingsland Avenue, Brooklyn, New York, 11222 ("Tenth Ave LP"), 204 LAFAYETTE STREET PROPERTIES, a _____ corporation having its principal place of business at 100 Washington St., Newark, New Jersey 07102 ("Lafayette"), LIRON REALTY INC., a _____ corporation having its principal place of business at c/o Shalom Azani, 2025 Broadway, New York 10001 ("Liron"), 22-23 CORP., a _____ corporation having its principal place of business at c/o HAG Realty, 250 W. 26th St., New York, New York 10001, ("22-23"), DAVID V. DUCHINI AND DAVID CUCHINI, JOHN L. LIPKOWITZ AND THE BANK OF NEW YORK AS TRUSTEES U/W/O ADOLPH DUCHINI F/B/O CONCETTA DUCHINI, having an address c/o _____, New York, New York _____ ("Duchini/Lipkowitz"), 15th STREET MINI STORAGE INC., a _____ corporation having its principal place of business at _____, New York, New York _____

(“15th Mini”), CFG/AGSCB 9th Avenue LLC, a _____ limited liability company having its principal place of business at c/o ATC Management LLC, 88 10th Avenue, New York, New York _____ (“CFG/AGSCB”), 511 West 23rd Street Associates LLC, a _____ limited liability company having its principal place of business at 511 West 23rd Street, New York, New York 10011 (“511 West”), NTJ ASSOCIATES, a _____ having its principal place of business at _____, New York, New York _____ (“NTJ”), 26-10 CORP., a _____ corporation having its principal place of business c/o HAG Realty, 250 West 26th St., New York, New York 10011 (“26-10”), 509-511 WEST 27th ST. LP, a New York limited partnership having its principal place of business at 6 Hemlock Road, Bronxville, New York 10708 (“509-511”), MIDTOWN REALTY INC., a New York corporation having its principal place of business at 319 Tenth Avenue, New York, New York 10001 (“MRI”), the CITY OF NEW YORK (the “City”), a municipal corporation having its principal place of business at City Hall, New York, New York 10007, NEW YORK CITY ECONOMIC DEVELOPMENT CORPORATION, a local development corporation pursuant to Section 1411 of the New York State Not-For-Profit Corporation Law having its principal place of business at 110 William Street, New York, New York 10038 (“EDC”), the NEW YORK CONVENTION CENTER DEVELOPMENT CORPORATION (“NYCCDC”), a corporate governmental agency of the State of New York constituting a political subdivision and public benefit corporation having an office at 655 West 34th Street, New York, New York 10001-1188, the METROPOLITAN TRANSPORTATION AUTHORITY (the “MTA”), a New York public benefit corporation having its principal place of business at 347 Madison Avenue, New York, New York 10017, and the TRIBOROUGH BRIDGE AND TUNNEL AUTHORITY (“TBTA”), a body corporate and politic constituting a public benefit corporation having an office at _____, New York, New York 100___. NYCLLC, Conrail, CRC, CSXC, and CSXT are hereinafter sometimes collectively referred to as the “Railroad Signatories”. Edison, Kalimian, GHC, Gottlieb, Freedman, 450 West, Cotard, Tenth Ave LP, Lafayette, 22-23, 26-10, Duchini/Lipkowitz, 15th Mini, CFG/AGSCB, 511 West, NTJ, 509-511, MRI, City (in its capacity as Owner of Servient Property, as hereinafter defined), NYCCDC, MTA, and TBTA (each in its capacity as Owner of Servient Property) are hereinafter sometimes collectively referred to as the “Signatory Owners”.

RECITALS:

WHEREAS, NYCLLC is the title-holder to an elevated railway viaduct with highway-railroad grade separation structures and street-level railway improvements known collectively as the “Highline” or the “West 30th Street Secondary Track” in New York City, New York, extending from 75-95 Gansevoort Street and running northerly and westerly through 547-55 West 34th Street and the West 34th Street streetbed, identified as Line Code 4225 in the records of the United States Railway Association (the “Highline”), built within and upon certain easements held by NYCLLC’s predecessors-in-title (collectively, the “Easements”, more specifically identified on Exhibit A-1 annexed hereto and hereby made a part hereof), held in accordance with (i) agreements relating to the Easements (collectively, the “1929 Agreements”, more specifically identified on Exhibit A-2 annexed hereto and hereby made a part hereof) and (ii) those further easement agreements relating solely to individual properties encumbered by the Easements (the “Property-Specific Easements”, more specifically identified on Exhibit A-3 annexed hereto and hereby made a part hereof), said Highline having been conveyed to NYCLLC’s immediate predecessor-in-interest Conrail by deed recorded December 15, 1978 from Robert W. Blanchette, Richard C. Bond and John H. McArthur, as Trustees of the Property

of Penn Central Transportation Company, Debtor, as grantor, and Conrail, as grantee, recorded in the Office of the City Register, New York County (the "Official Records") in Reel 463, Page 1563-A (the Highline being identified in Reel 463, Page 1567), and thereafter conveyed (to the extent not previously abandoned and subsequently conveyed to Rockrose Construction (Kelly) Corp. by Assignment and Assumption Regarding Easements dated as of November 25, 1990, and recorded in the Official Records in Reel 1747, Page 1584) by Conrail to NYCLLC by deed dated as of June 1, 1999, and recorded in the Official Records on March 1, 2000, in Reel 3067 Page 1110.

WHEREAS, NYCLLC is a single-member limited liability company, of which the single member is CRC; CRC is a wholly-owned subsidiary of Conrail; and Conrail is owned in part by Norfolk Southern Corporation ("NS") and in part by CSXC.

WHEREAS, CSXT is a wholly-owned subsidiary of CSXC, and is also the Operator of the Highline under that certain Operating Agreement dated as of June 1, 1999, by and between NYCLLC as Owner and CSXT as Operator (the "Operating Agreement").

WHEREAS, Edison (owner of 113-27 10th Avenue), Kalimian (owner of 511-13 West 29th Street and of 506-16 and 518-22 West 30th Street), GHC (owner of 838-858 Washington Street), R Equities (owner of 449 West 13th Street), Gottlieb (owner of 40-46 10th Avenue), Freedman (owner of 96-110 10th Avenue), 450 West (owner of 450-56 W. 14th St.), Cotard (owner of 131-49 10th Avenue), Tenth Ave LP (owner of 507 W. 19th Street), Lafayette (owner of 504-06 West 20th Street, and owner of 507-09 West 21st Street), Liron (owner of 507-09 West 20th Street) or the Liron Designee (as hereinafter defined), as the case may be, 22-23 (owner of 512 West 23rd Street), Duchini/Lipkowitz (owner of 507-11 West 24th Street), 15th Mini (owner of 62-76 10th Avenue), CFG/AGSCB (owner of 78-92 10th Avenue), NTJ (owner of 507-09 West 25th Street), 26-10 (owner of 507-11 West 26th Street), 509-511 (owner of 505 West 27th Street), MRI (owner of 507-515 West 25th Street and owner of 506 West 29th Street), City (owner of 75-95 Gansevoort Street and 42-62 Little West 12th Street, and of the public streets and ways traversed by the Highline from West 12th Street through West 34th Street), NYCCDC (owner of 651-59 West 33rd Street and 418-36 Eleventh Avenue, collectively, the "Convention Center Servient Property"), MTA (owner of 501-57 West 30th Street, (the "MTA Servient Property"), and TBTA (owner of Block 702, Lot 1 and 320 Twelfth Avenue, collectively, the "TBTA Servient Property") (collectively, and together with any other Highline servient property owner executing this Agreement as at the date hereof, the "Signatory Owners"), are, except in the case of the Liron Designee, if any, each the fee title holder of real property traversed by the Highline and encumbered by the Easements, and collectively constitute all of the fee title holders to the real properties so traversed and encumbered. The Signatory Owners are hereinafter collectively referred to as "All Owners", and individually as an "Owner". The property owned in fee simple by any Owner and encumbered by the Easements and/or the Property-Specific Easements, including the Liron Servient Property (as hereinafter defined), is hereinafter referred to as a "Servient Property", and collectively as the "Servient Properties". The Servient Properties which are owned by the City (namely 75-95 Gansevoort Street and 42-62 Little West 12th Street, and the public streetbeds traversed by the Highline) are sometimes referred to collectively but separately as the "City Servient Properties".

WHEREAS, the City, as evidenced by a letter dated August 10, 1990 from the Mayor of the City of New York (a copy of which is attached hereto as Exhibit M), has concluded that it is unlikely that the Highline could ever be developed for general freight use, having not been used for rail carrier services since 1982, and there having been no Surface Transportation Board-approved proposal since that time to restore the Highline to rail carrier service. The Signatory Owners believe the value of their respective Servient Properties (other than the public streetbeds constituting a portion of the City Servient Properties) would be substantially enhanced, and the City believes a blighting condition over the public street-beds would be removed from the public streetbeds, if the Highline is abandoned by NYCLLC, the Operating Agreement is terminated by NYCLLC and CSXT, the Easements are conveyed to All Owners of the Servient Properties, and the Highline is thereafter demolished and removed in its entirety. Furthermore, in their capacities as corporate governmental agencies of the State of New York, the MTA, its subsidiary the TBTA, and the NYCCDC have each concluded that their respective Servient Properties would benefit from the post-conveyance termination of the Easements and the demolition and removal of the Highline from their properties.

WHEREAS, all the Signatory Owners have requested that NYCLLC seek the abandonment of the Highline before the Surface Transportation Board (the "STB") in connection with the adverse abandonment proceeding commenced in 1989 against Conrail by Chelsea in which the STB (formerly the ICC) made its abandonment authorization for the Highline subject to the conditions set forth in *sub nom. Chelsea Property Owners--Abandonment--Portion of the Consolidated Rail Corporation's West 30th Street Secondary Track in New York, NY*, reported in *Chelsea Property Owners--Aban.--The Consol. R. Corp.*, 8 I.C.C. 2d 773 (1992), *aff'd sub nom. Consolidated Rail Corp. v. I.C.C.*, 29 F.3d 706 (D.C.Cir. 1994) (collectively, the "STB Action"), in which the STB found that abandonment would "not affect significantly the quality of the human environment", and further that "the effects of demolition of the elevated structure supporting the rail line would be temporary, and local safety and noise and other appropriate ordinances would provide protection to the public". The STB reaffirmed the decision in its decision of July 14, 1999 (service date) (Docket No. AB-167 [Sub-No. 1094]A) in finding that Chelsea had failed to fulfill the indemnification condition (the "July Ruling").

WHEREAS, Edison, *inter alia*, commenced an action on April 9, 1999, in Supreme Court of the State of New York, County of New York (Index No. 108107/99), which case was removed to and is pending in the United States District Court for the Southern District of New York (99 Civ. 2868 (MBM)) (the "Edison Action"), relating *inter alia* to Conrail's and NYCLLC's omission to demolish and remove the Highline.

WHEREAS, Edison, Eleventh Avenue Development, Janeway, Conrail, CRC, CSX, CSXT and NYCLLC have executed and delivered a settlement agreement of even date herewith (the "Settlement Agreement", a copy of which is attached hereto as Exhibit R) providing for the dismissal of the Edison Action without prejudice and without costs, except that, until closing of title hereunder, (a) any party shall have the right to reinstate the Edison Action upon written request to the court with notice to all other parties within eighteen (18) months of the date of the Settlement Agreement, or such longer period as any party may request, if the closing under this Agreement, as incorporated into the Settlement Agreement has not occurred on its scheduled date (as may be adjourned hereunder) or if there has been a breach of the Settlement Agreement or a breach of this Agreement resulting in termination hereof or other

contract termination event at or prior to the closing of title hereunder; and (b) the court in the Edison Action (the "Court") shall retain jurisdiction for the purpose of enforcing the Settlement Agreement and this Agreement; and (c) upon expiration of that eighteen month period or such additional period that any party may have requested of the Court in writing, the dismissal of the Edison Action shall be deemed with prejudice.

WHEREAS, in accordance with the Settlement Agreement, NYCLLC and Conrail are prepared (a) to seek permission (i) from the STB for the voluntary abandonment of the Highline, and (ii) from the New York State Department of Transportation ("NYSDOT") for a release of its preferential right of acquisition under Section 18 of the New York State Transportation Law (or, alternatively, a declaration of Section 18's non-applicability), in order to convey at closing of title hereunder (the "Closing") the Easements and the Highline to All Owners of all the Servient Properties without consideration, upon contractual agreement with All Owners that the Highline is thereafter demolished and removed as provided in the Demolition Contract (as hereinafter defined), (b) to donate and convey (i) to the MTA, the Easements and Property-Specific Easements and that portion of the Highline encumbering the MTA Servient Property, (ii) to the TBTA, the Easements and Property-Specific Easements and that portion of the Highline encumbering the TBTA Servient Property, (iii) to the NYCCDC, the Easement and Property-Specific Easements and that portion of the Highline encumbering the Convention Center Servient Property, and (iii) to the City those portions of the Easements and the Highline encumbering the City Servient Properties and (c) to contribute to EDC in cash, the sum of Seven Million and no/100 Dollars (\$7,000,000.00) (the "Demolition Contribution") as NYCLLC's sole expenditure toward the demolition of the Highline, provided that said sum is thereafter used (through the medium of a funding agreement between CD and EDC (the "Funding Agreement") and an operating agreement (the "Master Agreement") between and among CD and the Signatory Owners in demolition of the Highline (whether for "hard costs" or "soft costs"), that at the Closing the surety bonds and Bovis Lend Lease Inc. completion guaranty and commercial general liability and environmental insurance policies hereinafter described are received by NYCLLC, and that the STB Action and the Edison Action are settled and dismissed as set forth in the Settlement Agreement.

AGREEMENTS:

IN CONSIDERATION of the Recitals hereof, the mutual agreements and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties to this Agreement hereby agree and covenant as follows:

1. Demolition Contract and Permit; Railroad Law Waivers; Surety Bonds and Indemnification Agreement; Environmental Insurance Policy.

1.1. Demolition Contract and Demolition Permit. (a) CD, on behalf of the Signatory Owners listed on Schedule 1.1 annexed hereto and hereby made a part hereof, has agreed with Bovis Lend Lease LMB, Inc. and Seasons Contracting Corp. ("Contractor") upon a form of demolition contract for the demolition of the Highline, in the form of Exhibit D-1 annexed hereto and hereby made a part hereof (the "Demolition Contract"), and with Bovis Lend Lease LMB, Inc. ("Construction Manager") upon a form of construction management agreement,

in the form of Exhibit D-2 annexed hereto and hereby made a part of ("CM Agreement"), and with Bovis Lend Lease, Inc. upon a form of Guaranty in the form annexed as Exhibit S-1 annexed hereto and hereby made a part hereof, and with EDC upon a form of Collateral Assignment of Contract and Guaranty in the form of Exhibit S-2 annexed hereto and hereby made a part hereof, all respecting (a) the demolition and removal of the Highline (all over-property and over-streetbed segments, as more particularly described in the Demolition Contract) designated in the STB Abandonment Order [as hereinafter defined in Section 2.6]), other than Exempted Segments (as hereinafter defined in Section 2.9 hereof), if any, from the northern border of the streetbed of West 34th Street southerly to 75-95 Gansevoort Street, (b) restoration of City streets (inclusive of sidewalks) as required by the Demolition Contract, and (c) restoration of Servient Properties, all as may be required by the Easements and the 1929 Agreements or as may be otherwise agreed among the Signatory Owners, and providing for demolition and restoration, as required, to commence and proceed in accordance with the schedule set forth in the Demolition Contract.

(b) By execution and delivery of this Agreement, the following named signatories hereto represent and warrant, each for itself to all the others, that the form and content of both the Demolition Contract and the CM Agreement have been approved by NYCLLC, Conrail, CRC, CSXC, CD, Chelsea, EDC, and the Signatory Owners, including but not limited to the City (acting solely in its proprietary capacity), and each of the MTA, TBTA, and the NYCCDC (acting solely in their respective proprietary capacities). Chelsea and CD further represent and warrant that the Demolition Contract has been approved by the Contractor and the Construction Manager and that the CM Agreement has been approved by the Contractor. It is a condition of Closing (as hereinafter defined) hereunder that both the Demolition Contract and the CM Agreement (which are not or may not be executed and delivered as at the date hereof) be re-dated and executed and delivered by CD and Contractor and Construction Manager at the Closing, promptly following deposit by NYCLLC of the Demolition Contribution with EDC to partially fund same (upon and after fulfillment of the conditions in the last sentence of Section 9.18(a) hereof).

(c) As a condition of its obligations hereunder to convey the Highline and Easements at the Closing, NYCLLC has required that a demolition permit shall have been issued by the City in its governmental capacity, a true and complete copy of which shall be delivered to NYCLLC at the Closing (the "Demolition Permit"). NYCLLC and CSXT (in their respective capacities as Owner and Operator of the Highline under the Operating Agreement) and the Signatory Owners (in their respective capacities as fee owners of the Servient Properties) agree, during the term of this Agreement, to execute and deliver such application forms for the Demolition Permit as may be reasonably required for the Contractor and/or CD, as the case may be, to make application for such Demolition Permit or analogous or corollary municipal permits attendant upon such demolition for street closings, etc. (collectively, the "Corollary Permits"), solely upon the understanding and agreement, insofar as NYCLLC and/or CRC are to be signatory to any permit application form, to be communicated to the City (in its governmental capacity) in writing by Contractor or to Construction Manager and/or CD, as the case may be, in connection with submission of all such application forms to which NYCLLC and/or CRC are signatories for the Demolition Permit and/or the Corollary Permits, that (i) no permission is thereby given by NYCLLC or CSXT, or by any Signatory Owner, whether to Contractor or to CD or to any Servient Property Owner, to commence or effect demolition of all or any part of the

Highline or to take other physical action under the Demolition Permit or any Corollary Permit, prior to the transfer of title to All Owners, and (ii) that upon the date of any cancellation or termination of this Agreement prior to such transfer of title, all such applications shall be and be deemed to be withdrawn, and if issued the Demolition Permit and/or all Corollary Permits shall be and be deemed to be cancelled and surrendered by the permittee named therein, upon the date of termination of this Agreement, whether by party notice of termination or as otherwise agreed hereunder.

1.2. Railroad Laws Waiver. The City, acting in both its governmental and proprietary capacity, hereby stipulates and agrees that Section 21 of the New York Railroad Law ("Section 21") and the restoration and other obligations placed upon railroad corporations thereunder apply only in the case of the construction of a railroad, not its demolition, and further stipulates and agrees that NYCLLC has no obligation for any restoration or other performance obligation under Section 21 in connection with this Agreement, the Quitclaim Assignments and Assumptions or the demolition of the Highline. Furthermore, the City hereby stipulates and agrees that this Agreement and the Quitclaim Assignment and Assumption to be executed by the City collectively constitute a conditional agreement between the City and NYCLLC within the meaning of New York Railroad Law Section 93-b ("Section 93-B"), which is conditional only upon the occurrence of the Closing as contemplated in Section 7.3 hereof, and that upon Closing, in accordance with this Agreement, NYCLLC shall have no liability under Section 93-b for any maintenance, repair, restoration, demolition or other obligation placed upon railroad corporations under Section 93-b. Nothing herein shall in any way release, diminish or otherwise impair, prior to the Closing, any obligations or liability which NYCLLC and/or CSXT has or have during the term of this Agreement, through the Closing Date, to maintain and keep the Highline in repair in accordance with applicable law and /or the Easements, the Property-Specific Easements, and the Operating Agreement.

1.3. Surety Bonds, Seasons CGL Policy, and Bovis CGL Policy. As a condition of its obligations hereunder to convey the Highline and Easements at the Closing, NYCLLC has required that the Demolition Contract be bonded under a surety payment bond (the "Payment Bond") and a surety performance bond (the "Performance Bond") be issued at Closing by Mountbatten Surety Company, Inc. ("Surety") in the forms of Payment Bond annexed hereto as Exhibit F-1 and hereby made a part hereof and Performance Bond annexed hereto as Exhibit F-2 and hereby made a part hereof, and such bonds be delivered to the co-obligees thereof at the Closing. The co-obligees under said Payment Bond and Performance Bond shall be the City, EDC, the Railroad Signatories, CD, Construction Manager, and the Signatory Owners (other than the Demolition-Exempt Signatory Owners, as hereinafter defined in Section 2.9 hereof). As a condition of its obligations hereunder to convey the Highline and Easements at the Closing, NYCLLC has required that CD require that Contractor require that the Contractor's commercial general liability ("CGL") and excess and umbrella insurers (collectively, the "Seasons CGL Insurer") have in effect at Closing the Contractor's CGL and excess and umbrella insurance policies (collectively, the "Seasons CGL Policy"), and that the Construction Manager's insurer(s) (collectively, the "Bovis CGL Insurer") have in effect at Closing the Construction Manager's CGL and excess and umbrella policies (collectively, the "Bovis CGL Policy"). It is a condition of the Closing that the Payment Bond, Performance Bond, the Seasons CGL Policy (in form reasonably acceptable to the Railroad Signatories, which form will include an endorsement extending coverage to the Railroad Signatories), and the Bovis CGL Policy (in form reasonably

acceptable to the Railroad Signatories, which form will include an endorsement extending coverage to the Railroad Signatories), each of the Payment Bond and Performance Bond re-dated the date of Closing and executed and acknowledged by Surety and/or Contractor and/or the Construction Manager and/or insurers and other signatories identified on the said Exhibits, together with certificates of insurance for the Seasons CGL Policy and the Bovis CGL Policy, be delivered at Closing to NYCLCC and the other beneficiaries/indemnitees. It is acknowledged and agreed that the City and EDC and All Owners shall be named as additional insureds on the Seasons CGL Policy and the Bovis CGL Policy. Prior to the expiration of the respective terms of each of the Seasons CGL Policy and of the Bovis CGL Policy (collectively, the "CGL Policies"), in the event that by such date or dates the work to be performed in accordance with this Agreement under one or both of the Demolition Contract and/or the CM Agreement ("Work") is not completed, then CD shall require Seasons to cause the Seasons CGL Insurer, and Bovis shall to cause the Bovis CGL Insurer, to renew and re-issue the CGL Policies, for a renewal term of not less than one (1) year, and then subsequently for any additional terms necessary so that the CGL Policies remain in effect until the Work is completed, in substantially the forms of such CGL Policies delivered at the Closing, including but not limited to naming the Railroads as additional insureds under the respective commercial general liability and excess and/or umbrella insurance coverages, and CD shall cause copies of said policies to be delivered to NYCLLC promptly after they are issued.

1.4. Environmental Insurance Policy. As a condition of its obligations hereunder to convey the Highline and Easements at the Closing, NYCLLC has required that an environmental insurance policy be issued by an insurer (the "Environmental Insurer") in an amount of \$30 million, naming NYCLLC, Conrail, CRC, CSXC and CSXT as named insureds (and the City as an additional insured under a sub-limit for defense costs), and otherwise in the dated but unsigned draft form annexed hereto as Exhibit N-3 and hereby made a part hereof (the "Environmental Insurance Policy"). It is a condition of the Closing that duplicate originals of the Environmental Insurance Policy, dated the day of Closing and with evidence of payment of all premiums thereon, be delivered at Closing to NYCLLC and the other named insureds.

2. Abandonment.

2.1. NYCLLC Abandonment Petition. NYCLLC (and other Railroad Signatories as may be required) shall within thirty (30) days of the date hereof, file a petition (the "STB Petition") to obtain from the STB permission to abandon the Highline from the Southern Cut Line (as hereinafter defined) to the Northern Cut Line (as hereinafter defined), and intended to include all portions of the Highline located over any New York City streets or ways, and over or through any buildings or other improvements on all Servient Properties along such portion of the Highline between said two Cut Lines (the "Northern Portion"). For the purposes of this Agreement, the "Southern Cut Line" shall mean the point in Gansevoort Street designated as the "Cut Line of Girders" in the plan designated Exhibit C-1 annexed hereto and hereby made a part hereof, and the "Northern Cut Line" shall mean the point in 34th Street designated as the "Cut Line of Tracks" in the plan designated Exhibit C-2 annexed hereto and hereby made a part hereof. NYCLLC agrees that as part of such STB Petition, NYCLLC (and other Railroad Signatories as may be required) shall advise the STB of the existence of this Agreement, with its plan of conditional conveyance of the Northern Portion in segments to All Owners of the

Servient Properties, with its proposed contribution of the Easements to the City and to the MTA and to the TBTA and to the NYCCDC, with its proposed contribution of the Demolition Contribution to EDC, with its arrangement for the payment-and-performance-bonded Demolition Contract, and with its aim of concluding and settling the STB Action as well as the Edison Action. NYCLLC understands that certain Signatory Owners desire to postpone immediate post-Closing demolition of the Highline improvements on their respective Servient Properties (the "Exempted Segments", as hereinafter defined in Section 2.9 hereof), to which postponement NYCLLC is agreeable so long as and to the extent that such postponement is permitted by the STB; in accordance therewith, said Signatory Owners agree, in supplementation of their covenants under Section 2.5 hereof, that, if required by the STB in addition to or in support of NYCLLC's filing of the STB Petition, each shall file such additional or supplemental applications with the STB as may be required to seek to secure the status of Exempted Segments for their respective Servient Properties. The STB Petition will seek an STB decision which (i) authorizes abandonment of the Highline over the Northern Portion, (ii) dismisses the STB Action subject to and conditional upon Closing and implementation of the post-Closing terms of this Agreement, and (iii) in the event of the failure to close or the termination of this Agreement by any party hereto in accordance with its terms, dismisses the STB Petition and restores the STB Action to the status of the July Ruling.

2.2. Section 18 Waiver. Promptly following issuance of an STB Abandonment Order (as hereinafter defined in Section 2.6(a)), NYCLLC will seek a release of the NYSDOT's preferential right of acquisition of the Northern Portion as established in Section 18 of the New York State Transportation Law (the "Section 18 Release"). In petition to the NYSDOT (the "NYSDOT Petition") for the Section 18 Waiver, to be filed only after issuance of an STB decision permitting abandonment (in accordance with New York State Transportation Law Section 18 (2) [clause (a)], NYCLLC will comply with the provisions of Section 18, and with Section 973.2 ("Section 973.2") of Title 17 of the Official Compilation of Codes, Rules and Regulations of the State of New York (the "NYCCRR"). In addition, NYCLLC shall file a copy of the STB Petition with the NYSDOT in accordance with NYCCRR Section 973.1 within thirty (30) days of the filing of the STB Petition with the STB.

2.3. Pursuit of Abandonment; Unsuccessful Petition. NYCLLC will diligently pursue (a) the STB Petition and such attendant proceedings before the STB as NYCLLC deems reasonable and necessary to obtain an order or ruling authorizing abandonment of the Northern Portion of the Highline, in the form of the STB Abandonment Order (as hereinafter defined), and (b) the Section 18 Waiver. In no event shall NYCLLC be obligated to pursue any remedies, appeals, proceedings or the like, beyond the administrative forum of the STB, and in the event that NYCLLC is unsuccessful in obtaining a permission for abandonment of the Northern Portion for any reason whatsoever (other than a failure to pursue such abandonment before the STB in good faith), including but not limited to any successful pre-filed or late-filed trail use statement for procurement of a Certificate of Interim Trail Use ("CITU") in accordance with the provisions of 49 C.F.R. Section 1152.29 and Section 8(d) of the National Trails System Act (also known as the "Rails-to-Trails Act"), 16 U.S.C. 1247(d) (collectively, the "Railbank Legislation"), NYCLLC and each of the other Railroad Signatories shall not be liable to any party, including, without limitation, Contractor, Construction Manager, CM Guarantor (as hereinafter defined), Surety, Chelsea, CD, the Signatory Owners, or any affiliate, principal, partner, shareholder, beneficial owner of, or entity controlled by, under common control with, or

controlling any Signatory Owner (a "Signatory Owner Affiliate"). The Signatory Owners and other parties hereto agree that NYCLLC's agreement to negotiate with a proposed private entity railbanker or public entity railbanker for part or all of the statutory period under the Railbank Legislation following the filing of the STB petition, and/or NYCLLC's thereafter reaching agreement with such railbanker on the terms and conditions of the disposition of the Highline thereto in connection with its receipt of a CITU, shall not be deemed a breach of this Agreement by NYCLLC or any of the other Railroad Signatories, or be deemed a failure by NYCLLC to pursue the abandonment of the Highline before the STB in good faith. NYCLLC may, nevertheless, in its judgment determine to undertake an appeal of any order, decision or act of the STB or any other administrative or governmental agency or authority bearing upon the abandonment of the Northern Portion, but NYCLLC shall not be obligated to do so. Neither NYCLLC nor any other Railroad Signatory shall oppose any such appeal as may be undertaken by any Signatory Owner. NYCLLC agrees that it shall provide to Chelsea, MTA, NYCCDC, the City, and EDC the text of its STB Petition prior to filing with the STB for review and comment (which shall be limited to ascertaining consistency of the STB Petition with the terms of the last sentence of Section 2.1 hereof), and further that it shall periodically inform Chelsea, MTA, NYCCDC and EDC (and, upon written request therefrom, any other party hereto) of the status of its efforts to obtain the authorized abandonment of the Northern Portion.

2.4. Cost of Abandonment Proceedings. Neither Chelsea nor any Signatory Owner nor any Signatory Owner Affiliate nor EDC shall be liable to NYCLLC or to the remaining Railroad Signatories or any of them for, or otherwise obligated to contribute to the costs or expenses of the undertakings of any of the Railroad Signatories described in Sections 2.1 and 2.2 (and, if NYCLLC elects to undertake an appeal, Section 2.3) above; provided, however, that any Signatory Owner which participates in support of or otherwise in response to the STB Petition shall be responsible for bearing its own expenses in connection therewith.

2.5. Chelsea and Signatory Owners' Support of STB Petition. Chelsea and All Owners covenant and agree to provide support of the STB Petition and any and all ancillary filings and other efforts undertaken by NYCLLC in pursuit of abandonment or any element thereof as NYCLLC may reasonably request consistent with the terms of this Agreement, including but not limited to providing further explication for the STB of the scope and/or enforceability of and/or authority to deliver any document explicitly or implicitly required for Closing hereunder from any party hereto other than the Railroad Signatories. Such support, whether before the STB or any New York City or New York State agency, department or board having or claiming jurisdiction of the Northern Portion may include by way of example and not limitation, testimony or sworn statements of Chelsea, CD, and/or one or more Signatory Owners, attendance at administrative or judicial hearings or community meetings, and the provision of non-confidential information as is necessary or appropriate to the abandonment process or proceedings. Chelsea and each of the Signatory Owners agrees that it shall not oppose or hinder in any way the efforts of NYCLLC to pursue abandonment under terms in accordance with and otherwise consistent with this Agreement, nor shall any Signatory Owner permit any Signatory Owner Affiliate to do the same.

2.6. "Actual Abandonment" Defined. The term "Actual Abandonment" shall mean that all of the following shall have occurred:

(a) The STB shall have issued a final approval, ruling, order, or certificate (the "STB Abandonment Order") in accordance with the provisions of the STB Petition as described in the last sentence of Section 2.1; and all appeals and rights to appeal or otherwise challenge any such final approval, ruling, order or certificate (including all offers of financial assistance) shall have terminated or been waived;

(b) There shall exist before the STB no pre-filed or late-filed trail use statement for procurement of a CITU under the Railbank Legislation (each as defined in Section 2.2) which has not been denied, dismissed or otherwise definitively determined by the STB in the negative, against the CITU applicant; and

(c) NYCLLC shall have obtained the Section 18 Waiver from the NYS DOT.

Upon the satisfaction of the events described in subsections 2.6 (a), (b) and (c), NYCLLC (and, if required by the STB Abandonment Order, any other Railroad Signatory) shall issue a letter, certificate, statement, or the like, which expressly declares that it has /they have made Actual Abandonment of the Northern Portion.

2.7. Termination of this Agreement: STB Denial. Subject to the further terms of this Section 2.7, in the event that Actual Abandonment shall not have occurred, for any reason, within twelve (12) months from the date hereof (the "Abandonment Deadline"), this Agreement may be terminated by any party hereto effective upon ten (10) business days' advance notice to all other parties hereto unless, within such 10-business day period (whether commencing by notice dated before or after the date which is 365 days [12 months] from the date of the Agreement), Actual Abandonment shall occur, [or there is an action, proceeding or appeal pending as described below], in which event the termination notice shall be deemed voided. Furthermore, in the event that (i) the STB shall have, by final ruling or order, denied NYCLLC's request for the STB Abandonment Order, or shall not have issued an order setting forth the terms requested pursuant to clauses (i) and (ii) of the last sentence of Section 2.1 hereof, and (ii) both NYCLLC and Chelsea (or any Signatory Owner) shall have failed within one hundred twenty (120) days of such denial either to undertake an appeal of such denial or to modify such order to comply with the terms of clauses (i) and (ii) of the last sentence of Section 2.1 hereof, or to undertake such other action or request such other relief as NYCLLC or Chelsea (or any Signatory Owner), as the case may be, deems appropriate in the circumstances to continue to seek Actual Abandonment in accordance with the STB Petition (either being, herein, an "Appeal"), then any other party hereto may terminate this Agreement effective upon sixty (60) days' advance notice to all other parties hereto. Notwithstanding anything in the foregoing to the contrary, in the event that NYCLLC or Chelsea or any Signatory Owner, as the case may be, pursues an Appeal, [or in the event there is any other action, proceeding or appeal pending relating to the transactions contemplated by this Agreement (including relating to SEQRA or CEQR or ULURP, as hereinafter defined in Section 9.25, and individually, an "Other Proceeding") as of or] prior to the Abandonment Deadline, the Abandonment Deadline shall be extended during the pendency of such Appeal, until the STB (or other administrative, judicial, or governmental body to which such Appeal [or Other Proceeding] may be made) has rendered a final decision or order regarding such Appeal. In the event the Closing has not occurred, for any reason, within eighteen (18) months from the date hereof, this Agreement may be terminated by any party by giving notice at any time thereafter (subject always to any earlier termination of this

Agreement, either automatically or by any party, as may be permitted in Sections 2.8, 2.9(a), 7.3, and elsewhere in this Agreement). Upon the giving of any such notice of termination by any such party, this Agreement shall be and be deemed to be null and void and of no further force and effect and the parties hereto shall have no further rights hereunder.

2.8. Termination of this Agreement: STB Issuance of CITU. In the event that, after the execution and delivery of this Agreement (and whether or not the STB Petition has been filed), the STB thereafter accepts a pre-filed or late-filed trail use statement for procurement of a CITU under the Railbank Legislation and thereafter issues such CITU, and the time, if any, for seeking administrative reconsideration or judicial appeal of the issuance of the CITU has expired without the filing of a petition for reconsideration or petition for judicial review by Chelsea or (if permitted by law) by any Signatory Owner, or such petition has been denied and all appeals have been exhausted without further available administrative or judicial recourse, then this Agreement shall be and be deemed to be terminated upon the later of (a) the date of denial of appeal or (b) expiration of the time for administrative reconsideration or judicial appeal, and upon the effective date of such termination, this Agreement shall be and be deemed to be null and void and of no force and effect and the parties hereto shall have no further rights hereunder.

2.9. Exempted Segments. Certain Signatory Owners, identified by name and property address on Exhibit Q annexed hereto and hereby made a part hereof (individually, a "Demolition-Exempt Signatory Owner", and collectively, the "Demolition-Exempt Signatory Owners"), desire to postpone the immediate post-Closing demolition of the Highline improvement segments on their respective Servient Properties (said segments of the Highline being known herein collectively as the "Exempted Segments"), to which exemption from demolition under the Demolition Contract, if permitted by the STB in granting NYCLLC's STB Petition as described in Sections 2.1 and 2.2 hereof, both the Railroad Signatories and the City are agreeable. In connection therewith, each Demolition Exempt Signatory Owner agrees, for itself and not for the others, to and with the other signatory parties to this Agreement as follows:

(a) If required by the STB, and as previously set forth in Section 2.1 hereof, to file with the STB such additional or supplemental applications (or, post-application, to file further undertakings demanded by the STB as may be required thereby to support an individual petition to be exempted from the demolition requirement); provided, however, that it is the intention and understanding of the parties hereto that the granting of such applications is not intended to result in the imposition upon the Demolition-Exempt Signatory Owners of any obligations with respect to any such Owner's Servient Property which is materially greater than the obligations imposed upon the balance of All Owners with respect to their (to be demolished) individual Servient Properties, and in the event that such materially greater obligations are proposed by the STB to be imposed upon any Demolition-Exempt Signatory Owner in response to any such application, and the Demolition-Exempt Signatory Owner shall choose not to comply with this obligation, then NYCLLC shall withdraw the STB Petition, and upon delivery of a written notice to such effect by NYCLLC to All Owners, this Agreement shall be and be deemed to be null and void and of no further force and effect, and the parties hereto shall have no further rights or obligations hereunder, and the STB action shall be restored to the state of the July Ruling.

(b) In delivering its respective Assignment and Assumption (as hereinafter defined in Section 3.1 hereof and attached as Exhibit G-1 hereto) with regard to its Exempted Segment, to recognize and agree, as a condition of NYCLLC's agreement to permit such exemption, that one or both of the CGL insurance policies referenced in Section 1.3 thereof may have expired at the time of the post-Closing demolition of its particular Exempted Segment, and that Assignor and Assignor Affiliates (as defined in the Assignment and Assumption) shall, from and after such expiration(s), no longer be required to pursue said policies as a precondition to making a claim against Assignee under its indemnification of Assignor; and

(c) In confirmation of the termination of the Easements notwithstanding the continued existence of the Exempted Segment in question, at Closing hereunder to execute, acknowledge and deliver for recording a Declaration of Termination of Easements (a "Declaration of Termination") in the form of Exhibit P annexed hereto and hereby made a part hereof) with respect to the Easements (and Property-Specific Easements, if any) encumbering the Servient Property of said Demolition-Exempt Signatory Owner.

All parties hereto understand and agree that if, as a condition to the granting of the STB Petition, and notwithstanding the desire expressed in this Agreement and applications, if any, of the Demolition-Exempt Signatory Owners to be so exempted, the STB shall determine in its sole discretion that the entire Highline shall be demolished, then, upon any such final determination, NYCLLC shall withdraw the STB Petition, and upon delivery of a written notice to such effect by NYCLLC to the Signatory Owners, this Agreement shall be and be deemed to be null and void and of no further force and effect, and the parties hereto shall have no further rights or obligations hereunder, and the STB Action shall be restored to the state of the July Ruling.

2.10. Non-Signatory Owner. (a) As at the date of execution and delivery of this Agreement, Liron Realty, Inc., previously defined herein as "Liron" and the fee owner of 507-09 West 20th Street (the "Liron Servient Property"), has declined to execute and deliver this Agreement. If, on or before the Closing, Liron executes and delivers a counterpart of this Agreement, Liron shall thereupon become and be and be deemed to be a Signatory Owner, and bound by all the obligations, and entitled to all the rights, of a Signatory Owner hereunder. In the event that Liron conveys the Liron Servient Property on or before the Closing to a third party (the "Liron Grantee"), and the Liron Grantee should elect prior to Closing to execute and deliver a counterpart of this Agreement, the Liron Grantee shall thereupon become and be and be deemed to be a Signatory Owner, and bound by all the obligations, and entitled to all the rights, of a Signatory Owner hereunder. Each Signatory Owner agrees that, should it become the Liron Grantee (directly or indirectly) prior to the Closing, it shall be deemed a Signatory Owner with respect to the Liron Servient Property, and shall execute and deliver an Assignment and Assumption in the form of Exhibit G-1 annexed hereto and hereby made a part hereof with respect to the Liron Servient Property, and shall accept a Bill of Sale with respect thereto. Should any such Signatory Owner become the Liron Grantee (directly or indirectly) following the Closing, the waiver and release provisions contained in said Signatory Owner's particular Assignment and Assumption with respect to its own Servient Property shall be and be deemed to be applicable, without delivery of further instrument, to the Liron Servient Property as well; and the provisions of this sentence of Section 2.10(a) shall survive the Closing hereunder.

(b) In the event that Liron shall not by the Closing have become a Signatory Owner, or Liron before such date shall have conveyed the Liron Servient Property but the Liron Grantee shall not have become a Signatory Owner, the parties hereto agree: (i) that the Easements and the Property-Specific Easements and that portion of the Highline encumbering the Liron Servient Property shall be conveyed to an entity acceptable to the Railroad Signatories (the "Liron Designee"), (ii) that the Liron Designee shall, with respect to the Liron Servient Property, execute an Assignment and Assumption in the form of Exhibit G-6 attached hereto and hereby made a part hereof, and accept a Bill of Sale in the form of Exhibit H attached hereto and hereby made a part hereof, (iii) that the Liron Designee shall cause the viaduct over the Liron Servient Property to be demolished, following receipt from Liron of waivers and releases running to, and in a form acceptable to, NYCLLC, and (iv) that following the completion of such demolition the Liron Designee shall promptly file a Declaration of Termination of Easements in the form of Exhibit P annexed hereto and hereby made a part hereof with respect to the Easements and Property-Specific Easements encumbering the Liron Servient Property.

3. Assignment and Assumption of Easements.

3.1. Consequences of Non-Delivery. Refusal or omission of any Servient Property Owner to execute and deliver at the Closing, the form of Quitclaim Assignment and Assumption and Indemnification, Release and Waiver Agreement Regarding Easements (the "Assignment and Assumption", in the form annexed as Exhibit G-1 attached hereto and hereby made a part hereof, and to accept delivery, at the Closing, of a Quitclaim Bill of Sale for the segment of the Northern Portion on or over its Servient Property (the "Bill of Sale", in the form annexed as Exhibit H attached hereto and hereby made a part hereof) (or refusal or omission of any of the City, MTA, TBTA and/or NYCCDC to execute and deliver its respective Quitclaim Assignment and Assumption Agreement in the form annexed hereto with respect to its respective Servient Property in the respective appropriate forms annexed as Exhibits G-2 through G-5 attached hereto, or the Liron Designee, if any, in the form annexed as Exhibit G-6) at the Closing defined and described in Section 7.3 hereof shall not constitute a default hereunder but instead shall be grounds for termination of this Agreement by NYCLLC, and upon the occurrence of any such refusal or omission of execution and delivery at Closing by any of the Servient Property Owners and the delivery of a written notice to such effect by NYCLLC to all Owners, this Agreement shall be and be deemed to be null and void and of no further force and effect, and the parties hereto shall have no further rights or obligations hereunder.

3.2. Delivery of Assignments and Assumptions and Bills of Sale. At the Closing defined and described in Section 7.3 hereof, NYCLLC and All Owners shall, with respect to each such Owner's Servient Property(ies), execute, acknowledge, and deliver to the title insurer for recording (except for the City, which will effect its own recording) in the office of the Recorder for Deeds for New York County a Quitclaim Assignment and Assumption, and with each Quitclaim Assignment and Assumption NYCLLC shall execute and deliver to each Owner a Bill of Sale, by which NYCLLC shall assign and convey to every Owner all of NYCLLC's right, title and interest in and to each Owner's respective segment of the Northern Portion and those Easements (and 1929 Agreements and Property-Specific Easements where applicable) which pertain exclusively to the Servient Property in question, and by which each Owner shall agree to assume and fulfill all duties, obligations, and undertakings of NYCLLC

arising from and after the Closing by virtue of the Easements, as more completely set forth in the form of Quitclaim Assignment and Assumption.

3.3. Further Assurances. Upon the reasonable post-Closing request of any Owner, NYCLLC and the other Railroad Signatories each for itself agrees that it shall deliver to such Owner such further or other documents (in form and substance reasonably satisfactory to NYCLLC or to said other Railroad Signatories, as the case may be) as are necessary to quitclaim to such Owner any right, title or interest NYCLLC may hold (if any) in the Servient Property in question, provided that the actual and reasonable costs of preparing and delivering and the costs of recording such documents (including, without limitation, any transfer tax, documentary fees, or the like) shall be at the expense of such Owner. Upon the post-Closing request of any or all of NYCLLC and the other Railroad Signatories, each Signatory Owner, including but not limited to each of the City, the MTA, the TBTA, and the NYCCDC, shall promptly execute and deliver to NYCLLC and/or the other Railroad Signatories a waiver and release, substantially in the form of Section 2.3 of its respective particular form of Quitclaim Assignment and Assumption, to re-establish and re-affirm, post-Closing, the waiver and release of NYCLLC and the other Railroad Signatories by the original assignee in its original instrument of Quitclaim Assignment and Assumption. The provisions of this Section 3.3 shall survive the Closing hereunder.

3.4. Representations and Warranties; Indemnify Defined. Except as explicitly set forth herein or in the form of Quitclaim Assignment and Assumption Agreements (Exhibits G-1 through G-6 hereto), NYCLLC has not made, and does not hereby make, any representation or warranty of any kind regarding the nature or existence of the Easements or of the Northern Portion, or of the cost of demolition of the Highline viaduct, nor does NYCLLC make any representation or warranty with respect to the title to the Easements or to the Northern Portion or the assignability or marketability of either, and should a claim adverse to any title to either be asserted and/or proved, no recourse shall be had against NYCLLC or any Railroad Signatory. Notwithstanding the foregoing, in the event that any lien against any of the Easements exists upon Actual Abandonment by virtue of any judgment against or real estate tax due from NYCLLC or Conrail or CRC or any other Railroad Signatory, then NYCLLC (or such other responsible Railroad Signatory) shall Indemnify (as that term is hereinafter defined) the assignee expressly identified in the Quitclaim Assignment and Assumption for the Servient Property in question affected by any such judgment and/or tax lien(s), and nothing in the Quitclaim Assignment and Assumption shall limit such indemnification, such indemnification to survive the Closing. NYCLLC and the other Railroad Signatories shall not suffer or create any voluntary lien, claim, charge or encumbrance to the Easements or the Highline between the date hereof and the Closing Date (as defined in Section 7.3 hereof). The term "Indemnify" shall mean the unconditional duty, to the extent permitted by law, to reimburse, defend (with counsel chosen by the indemnitor and reasonably acceptable to the indemnitee), and save and hold harmless the party to whom indemnity is directed, from and against, any and all claims, demands, causes of action, losses, fines, penalties, damages (including, but not limited to, special, direct or indirect, or for personal injury or property damage or death, but excluding consequential and punitive damages of the indemnitee [as opposed to those of a third party]), liabilities, costs and expenses (including reasonable attorneys' fees and expenses, court costs, administrative costs, and costs of appeals), of whatsoever kind or nature, whether past, present or future, direct or indirect, known or unknown, absolute or contingent, and whether based in law, admiralty, or equity, and whether based in contract, tort, strict liability, negligence (excluding

gross negligence of the indemnified party), statute, rule, regulation, common law or otherwise incurred by reason of or arising out of the matters with respect to which the indemnity is given (subject to the applicable form Quitclaim Assignment and Assumption Agreement Section 4.4 agreement of the Railroad Signatories and Assignor thereunder which respects first pursuit of insurance coverage available to satisfy such obligations and/or liabilities).

4. Donation by NYCLLC to City; Donation by NYCLLC to MTA, TBTA, and NYCCDC; Offer, Acceptance, Contract.

4.1. Donation by NYCLLC to City and Absence of Consideration. At Closing, NYCLLC shall donate and convey to the City, and the City agrees to accept from NYCLLC, those portions of the Easements encumbering, and of the Highline above, the City Servient Properties (collectively, the "City Highline Segments"), which the City wishes demolished under the Demolition Contract. Because NYCLLC expects the City Highline Segments to be appraised at a fair market value in excess of the value, if any (the "Release Value"), of the obligations of the City under this Agreement and of the waiver and release contained in the Quitclaim Assignment and Assumption to be delivered by the City at Closing in the form of Exhibit G-2 annexed hereto and hereby made a part hereof (and NYCLLC and the City agree that there are no pending claims by the City with respect to the matters which the waiver and release concern, so that the value thereof, if any, is de minimis), and because the EDC desires that NYCLLC fund a portion of the Demolition Contract price, in the amount of Seven Million and no/100 Dollars (\$7,000,000.00)] (the "Demolition Contribution"), then and in such events NYCLLC, in conveying the City Highline Segments to the City without consideration and donating the Demolition Contribution to EDC, shall be making a collective contribution to the City and EDC, believed by NYCLLC to be to the aggregate value of not less than Twelve Million and no/100 Dollars (\$12,000,000.00) (collectively, with the Demolition Contribution, the "City Contribution Price"). NYCLLC is interested in the general welfare of the City of New York and New York County, New York, and desires to make a charitable contribution to the City and EDC, respectively, of the City Contribution Price of (i) the independently-appraised value of the City Highline Segments and (ii) the Demolition Contribution. The parties hereby acknowledge that NYCLLC has not received, and shall not receive, from the City or EDC or any other person or organization any payments or compensation in goods and services of any kind (except to the extent of the City's and EDC's obligations under this Agreement to NYCLLC as one of the parties hereto), in consideration for such donation of the City Contribution Price of the City Highline Segments and the Demolition Contribution. The City and EDC each for itself and not the other represents and warrants to NYCLLC that the entity in question is a qualified organization under Section 170(c) of the Internal Revenue Code of 1986, as amended, and each agrees to provide NYCLLC with any documentation supplied to the entity in question or in said entity's possession which is required by the United States Treasury or the Internal Revenue Service ("IRS") to substantiate NYCLLC's property conveyance to the City and cash contribution to the EDC and the tax exempt status of the entity in question, including but not limited to the City's execution and delivery of one or more IRS Forms 8283, attached hereto as Exhibit I-1, and a Letter of Acknowledgment from each of the City and EDC, attached hereto as Exhibit J-1 and Exhibit J-3, respectively, at the closing of this transaction as hereinafter described in Article 7 hereof (the "Closing").

4.2. Donation by NYCLLC to MTA, TBTA, and NYCCDC. Following Abandonment and upon the execution and delivery of the respective Quitclaim Assignment and Assumption forms (Exhibits G-3, G-4, and G-5 hereto) and Bills of Sale from NYCLLC to the MTA, the TBTA, and the NYCCDC, respectively, NYCCDC agrees to donate and convey (i) to the MTA, those portions of the Easements and the Property-Specific Easements encumbering, and of the Highline on, the MTA Servient Property (collectively, the "MTA Highline Segments"), (ii) to the TBTA, those portions of the Easements and of the Property Specific Easements encumbering, and of the Highline on, the TBTA Servient Property (collectively, the "TBTA Highline Segments"), and (iii) to the NYCCDC, those portions of the Easements and Property-Specific Easements encumbering, and of the Highline on, the Convention Center Servient Property (the "Convention Center Highline Segments"), and each of the MTA, the TBTA, and the NYCCDC agrees to accept same from NYCLLC. NYCLLC expects the respective values of the MTA Highline Segments, the TBTA Highline Segments, and the Convention Center Highline Segments to be appraised at a fair market value in excess of the respective Release Values of the Quitclaim Assignments and Assumptions tendered therefor by the MTA, the TBTA, and the NYCCDC, respectively. NYCLLC is interested in the general welfare of each of the MTA, the TBTA, and the NYCCDC, and desires to make a charitable contribution to each of the value of the independently-appraised value of its respective Highline Segment(s). Each of the MTA, the TBTA, and the NYCCDC, for itself and not for the others, and NYCLLC hereby acknowledge that NYCLLC has not received, and shall not receive, from the MTA, the TBTA, or the NYCCDC, or any other person or organization, any payments or compensation in goods and services of any kind, in consideration for such donation of the respective values of the MTA Highline Segments, the TBTA Highline Segments, and the Convention Center Highline Segments, except as may be provided in this Agreement. Each of the MTA, the TBTA, and the NYCCDC, for itself and not for the others, represents and warrants to NYCLLC that it is a qualified organization under Section 170(c) of the Internal Revenue Code of 1986, as amended, and each entity agrees (for itself and not for the others) to provide NYCLLC with any documentation in its possession which is required by the United States Treasury or the IRS to substantiate NYCLLC's property conveyance to such entity and the tax exempt status of such entity, including but not limited to each entity's execution and delivery at the Closing of one or more IRS Forms 8283, attached hereto as Exhibit I, and a Letter of Acknowledgment, attached hereto as Exhibit J-2.

4.3. Offer, Acceptance, Contract. Until accepted by each of NYCLLC, Conrail, CRC, CSXC and CSXT, the Signatory Owners' offer to assume Easements encumbering and Highline over their respective Servient Properties, and the City's offer to accept contribution of the City Highline Segments and the EDC's offer to accept the Demolition Contribution, and the MTA's offer to accept contribution of the MTA Highline Segments, and the TBTA's offer to accept contribution of the TBTA Highline Segments, and the NYCCDC's offer to accept contribution of the Convention Center Highline Segments (hereinafter, collectively, the "Owners' Offer"), all as evidenced by the Signatory Owners' execution and delivery of this Agreement, shall be a firm offer for a period of twenty (20) calendar days from the date hereof. (For purposes of this Section 4.3, "Signatory Owners" shall mean only those Signatory Owners executing and delivering this Agreement on the date hereof.) The acceptance of the Owners' Offer by NYCLLC, and the acceptance by Conrail, CRC, CSXC and CSXT of the offer of Chelsea, the Signatory Owners, the City, Mid-Town, the MTA, the TBTA, and the NYCCDC to settle the various litigations, to be evidenced by the execution of this Agreement by

each of NYCLLC, Conrail, CRC, CSXC and CSXT, are expressly contingent upon procuring the limited liability company or corporate management approvals of each of the Railroad Signatories (collectively, the "Railroad Signatories Approvals"). Failure of any of the Railroad Signatories to accept the Owners' Offer and (evidencing all the Railroad Signatories Approvals) to execute this Agreement within twenty (20) calendar days (said date of the last to so sign being the "Railroad Signatory Date") shall render the Owners' Offer null and void.

5. Demolition of the Northern Portion.

5.1. Commencement. Within sixty (60) days of the Closing, CD and the Signatory Owners shall cause Contractor to commence, and diligently pursue to completion, the complete demolition and removal of the Northern Portion and the restoration of the Servient Properties as set forth in the Demolition Contract, all in accordance with the Demolition Contract and this Agreement. The obligation to demolish shall not extend to the Servient Properties of any Demolition-Exempt Signatory Owners who have executed and delivered an Assignment and Assumption and accepted a Bill of Sale, and are otherwise in compliance with the provisions of Section 2.9 hereof; provided, however, that CD and the Contractor and Construction Manager shall not in any event be relieved of their joint obligation to demolish all those portions of the Northern Portion located over any publicly opened street, alley, or right of way.

5.2. Demolition Contract and Contractor and Construction Manager.

(a) The Signatory Owners agree and consent to the demolition of the Highline viaduct under the Demolition Contract, the performance of which shall be monitored by CD under contract with Construction Manager, and the demolition project managed by Construction Manager under its CM Agreement with CD. The Signatory Owners shall provide reasonable cooperation with the Contractor and the Construction Manager in order to accomplish the demolition of the viaduct, and the Signatory Owners (other than the City), pursuant to the documentation referred to in Section 9.18, shall be directly responsible to compensate Contractor and Construction Manager above and beyond the Demolition Contribution (paid over by EDC to Contractor and Construction Manager by CD) in a manner to be agreed upon by the Signatory Owners prior to Closing under the Funding Agreement and the Master Agreement, as the case may be. In no event shall such Contractor or Construction Manager or any subcontractors or employees or personnel of Contractor or such subcontractors or Construction Manager be deemed to have been contracted, retained, or employed by or on behalf of NYCLLC or any other Railroad Signatory. All parties agree that neither EDC, nor the City, nor NYCLLC or any other Railroad Signatory shall have any liability to any party in the event that the Demolition Contribution is insufficient to fund the demolition of the viaduct under the Demolition Contract.

(b) CD represents and warrants to the Railroad Signatories and All Owners that it is a bankruptcy-remote entity whose sole corporate purpose is to effect the demolition of the Highline, through funding under the Funding Agreement and demolition management functions under the Master Agreement, and further that CD is permitted by its formative documents to enter into agreements only with respect to achievement of that purpose, and no other. The parties understand and agree that the performance of Construction Manager under the CM Agreement will be subject to a guaranty of completion (the "Completion Guaranty") to CD from Bovis Lend Lease, Inc. ("Completion Guarantor") in the form annexed hereto as Exhibit S-1 and hereby made a part hereof, and that the CM Agreement and Completion Guaranty will in turn,

with Construction Manager's consent, be subject to a collateral assignment of contract and guaranty from CD to EDC, in the form annexed hereto as Exhibit S-2 and hereby made a part hereof (the "Collateral Assignment"). It is a condition of the Closing that the Completion Guaranty, the Collateral Assignment, and the Construction Manager Consent and Agreement annexed to the Collateral Assignment, shall each be executed and delivered by and between the respective parties to each on the date of Closing, and true and complete fully-executed counterparts thereof be delivered to NYCLLC as the Railroad identified in the Collateral Assignment. The Railroad Signatories have agreed to accept Guarantor's delivery of the Completion Guaranty and CD's delivery and EDC's acceptance of (and Construction Manager's consent to) the Collateral Assignment in lieu of any other guaranty or indemnification against cost overruns beyond Seven Million Dollars in the completion of the Highline demolition project, as such guaranty or indemnification is required under the terms of the STB Action and the July Ruling, and All Owners and Chelsea and CD and EDC understand and agree that the Railroad Signatories may rely, intend to rely and will rely upon enforcement of the Completion Guaranty by CD and/or EDC (including, but not limited to, enforcement through action for specific performance under this Agreement). The provisions of this subparagraph (b) shall survive the Closing of title under this Agreement.

5.3. Compliance With Law. After the Closing, the Signatory Owners shall each, in connection with the demolition of the Northern Portion or any portion thereof with respect to its own Servient Property, observe and comply with, and require that the Demolition Contractor and Construction Manager observe and comply with the following (collectively, the "Easement Document and Law Demolition Requirements"):

(a) all applicable federal, state and local laws, statutes, ordinances, rules, regulations, notices requirements, and orders of any and all federal, state, and/or local authorities or administrative bodies, including, without limitation, all permit requirements (including but not limited to demolition, street closing, traffic monitoring, landfill and/or recycling for debris disposal, and the like), and safety and health requirements (including but not limited to the Federal Occupational Safety and Health Act ["OSHA"]), and including all applicable environmental laws of whatsoever nature designed to protect human health or the environment; and

(b) the requirements, as may be applicable, of the Easements, the 1929 Agreements, and of the Railroad Laws (under which restoration shall be performed by the Contractor).

The parties understand and agree that the sole remedy of NYCLLC and the other Railroad Signatories with respect to a breach of this Section 5.3 shall be under Article 6 hereof and the corresponding sections of each Quitclaim Assignment.

5.4. Mechanic's Liens. (a) Prior to Closing, neither CD nor any Signatory Owner shall suffer or permit to be created, or to remain, any lien or claim therefor arising out of the demolition work or any part thereof, or any work done or services, material, or equipment, or supplies furnished to any real property on account of the demolition work by the Demolition Contractor or other party with which CD or a Signatory Owner has contracted, which is or may become a lien upon any part of the Highline defined herein as the Northern Portion,

and CD (for work in connection with the Demolition Contract) or the Signatory Owner in question, as the case may be, hereby agrees to Indemnify (as that term is defined in Section 3.4 above) NYCLLC against any loss, harm or claim arising out of any such lien or claim.

(b) Notwithstanding anything to the contrary in this Agreement or in any other writing signed by NYCLLC, nothing contained in or contemplated by this Agreement shall be deemed or construed in any way to constitute the consent on the part of NYCLLC as to the filing of any such lien against any real property, or any portion thereof, nor as giving CD or Construction Manager or any Signatory Owner any right, power, or authority to contract for or permit the performance prior to the Closing of any work or services or the furnishing of any materials for which any lien could be filed against any real property or any portion thereof.

(c) The parties hereto, recognizing that the City Servient Properties, the Convention Center Servient Property, the MTA Servient Property, and the TBTA Servient Property are not subject to mechanic's or materialmen's liens, agree that the terms and provisions of Section 5.5(a) and (b) hereof shall not apply to the City, MTA, TBTA and NYCCDC.

5.5. Deadline. CD shall use all commercially reasonable efforts to cause the complete demolition of the Northern Portion (excepting the Exempted Segments) and post-demolition restoration of the Servient Properties, pursuant to the Demolition Contract and in any event as required by and in accordance with the Easement Document and Law Demolition Requirements (as defined in Section 5.3), all in accordance with the terms of this Agreement, within eighteen (18) months from the date of Closing (as defined in Section 7.3), subject to Force Majeure, as hereinafter defined. The term "Force Majeure" shall mean a delay experienced by CD and/or the Contractor and/or any of the Signatory Owners which is beyond the reasonable ability of CD and/or the Contractor and/or the Signatory Owner in question to prevent and which is due to an act of God, governmental action or inaction including, without limitation, the inability, despite diligent efforts, to obtain necessary permits for demolition, street closing, traffic monitoring, landfill, and the like, strikes, fires, issuance of a restraining order or injunction against proceeding with the viaduct demolition, a court order declaring any conveyance under this Agreement to be void, or other casualty or other cause which is beyond the control of CD and/or the Signatory Owner in question (not including or arising out of Chelsea's or said Signatory Owner's insolvency or financial condition), which has the effect of delaying Chelsea's, CD's, or said Signatory Owner's performance of its obligations hereunder; the period of Force Majeure shall continue only so long as Chelsea, CD, and/or the Signatory Owner in question shall use diligent efforts (but not including the use of overtime labor or the expenditure of unreasonable sums or taking unreasonable actions) to minimize the effects thereof.

5.6. Cost. The costs and expenses of the demolition and restoration of the Northern Portion and restoration of the Servient Properties in accordance with the Demolition Contract and with the Easement Document and Law Demolition Requirements and of CD's and each Signatory Owner's compliance with its respective obligations, duties, and undertakings under this Article 5 shall be the sole cost and expense of CD and each Signatory Owner, and NYCLCC and the Railroad Signatories shall have no liability therefor, other than for NYCLLC to make payment of the Demolition Contribution to the City at Closing as described in Sections 4.1 and 7.5(c) hereof.

6. Indemnification.

6.1. Indemnification of NYCLLC and the Railroad Signatories. For only itself and its Servient Property, each Signatory Owner (excepting the City) hereby agrees to be responsible to NYCLLC and the other Railroad Signatories and to indemnify NYCLLC and the remaining Railroad Signatories as set forth in, and to be given post-Closing effect by, the forms of Quitclaim Assignment and Assumption Agreements annexed hereto as Exhibits G-1 through G-6 (excepting Exhibit G-2).

6.2. Indemnification of Signatory Owners. NYCLLC hereby agrees to indemnify the Signatory Owners as set forth in, and to be given post-Closing effect by, the forms of Quitclaim Assignment and Assumption Agreements annexed hereto as Exhibits G-1 through G-6.

7. Title Insurance; Roadway Track Maps (Survey); Closing; Taxes on Transfer; Closing Costs; Closing Deliveries.

7.1. Title Commitment; Title Insurance. Immediately following the Signatory Owners' execution and delivery of this Agreement, NYCLLC shall notify Chicago Title Insurance Company (the "Title Company"), to deliver to the Signatory Owners (at each's sole cost and expense) title insurance reports on all the Servient Properties and the street beds in between them [individually, a "Title Report" and collectively, the "Title Reports"]. It shall thereafter be the responsibility and the expense, if any, of each Signatory Owner, prior to the Closing as hereinafter described in Section 7.3 hereof, to procure, if so desired, an update of its respective title commitment from the Title Company for its respective Servient Property, and if so desired, to purchase title insurance therefor, at its own sole cost and expense. The Title Company is prepared to insure an assignee Owner of Servient Property, pursuant to its respective Quitclaim Assignment and Assumption, that it holds its respective portion or segment of Easements (and, if applicable, Property-Specific Easements) and real property interests, subject to the terms and exceptions noted in the respective Title Report and any subsequent title insurance policy, in accordance with the terms set forth in a Title Company letter addressed to NYCLLC's counsel and annexed hereto as Exhibit K and hereby made a part hereof. No Signatory Owner shall be obligated to accept title to the Easements subject to any covenants, restrictions, encroachments, encumbrances, liens, judgments or other clouds on title not set forth in the Title Report for said Signatory Owner's Servient Property, and it shall be a condition of closing, for the benefit of said Signatory Owner, that the Title Company be ready, willing and able to insure for said Signatory Owner title to the Easements encumbering said Servient Property in accordance with the Title Report in question.

7.2. Roadway Track Maps (Survey). NYCLLC has delivered to CD true copies of the Right-of-Way Maps of the Highline. Immediately upon CD's execution and delivery of this Agreement, CD may arrange to make such other or further surveys of the Highline or any part thereof, including any required additional information conforming to applicable New York State minimum technical requirements for surveys, as may be necessary or desirable for CD's (or any one or more individual Signatory Owner's or Non-Signatory Owner's) requirement or convenience, at CD's (or any one or more individual Signatory Owner's) sole cost and expense.

7.3. Closing. Closing of title for the conveyances of the Easements (as previously defined, the "Closing") shall be held at any time within thirty (30) calendar days following Actual Abandonment (as defined in Section 2.6 hereof), but no earlier than one hundred twenty-one (121) days following the later of (i) publication in the City Register of New York City of the announcement of the City's execution and delivery of this Agreement and (ii) the date of final and complete execution and delivery of this Agreement by all signatory parties hereto (hereinafter, such day being the "121 Date") at such time on a business day as NYCLLC and CD and the City shall mutually agree (the "Closing Date") in the offices of NYCLLC's counsel McCarter & English LLP, 300 Park Avenue, New York, New York 10022. Provided that NYCLLC is ready, willing and able to close in accordance with the terms of this Agreement, if NYCLLC and CD and the City do not agree upon a date for Closing, NYCLLC shall designate the Closing Date as the thirtieth day (or the first business day thereafter if said thirtieth day is not a business day) following the date of Actual Abandonment, provided such Closing Date is no earlier than the 121 Date. The time and date for Closing may be extended only by NYCLLC, which shall be done in writing, time expressly being of the essence in this Agreement with respect to all parties' performance on the Closing Date. The failure of All Owners to close title in accordance with the terms hereof on or before the Closing Date (or any NYCLLC-extended Closing Date) shall mean that, at NYCLLC's option and as the sole remedy of NYCLLC and the other Railroad Signatories, this Agreement shall be and be deemed to be null and void and of no further force and effect; provided further, however, that in the event that performance of any party hereto in conveying or acquiring the Easements, and/or the Highline as the case may be, becomes subject to lawsuit for an injunction or other judicial order or ruling against one or more of the parties hereto and such injunction or other order or ruling is threatened or pending under a filed lawsuit or in effect on the 121 Date or any later Closing Date, then and in any such event, at any time following the eighteenth (18th) month anniversary of the date hereof unless NYCLLC, CD and the City shall agree otherwise, the Closing Date shall be postponed pending the final determination of such lawsuits(s), and if the Closing shall not occur by the eighteenth (18th) month anniversary of the date hereof, then at NYCLLC's or CD's or the City's option exercised by notice to all other parties, this Agreement shall be and be deemed to be null and void and of no further force and effect, and the STB Action will be restored to the status of the July Ruling.

7.4. Transfer or Reassessment Taxes. Each Signatory Owner with respect to its Servient Property, unless by law exempt therefrom, shall pay all transfer taxes however styled or designated, all documentary stamps, recording costs or fees or any similar expense in connection with this Agreement, the conveyance of the Easements or the recording of the Assignments and Assumptions. Each Signatory Owner with respect to its Servient Property shall be solely responsible for and shall pay any reassessments or taxes generated by reclassification of the Servient Property in question resulting from the conveyance of the Easements. If any state or local governmental authority requires, presently or in future, the payment of any sales, use or similar tax upon the sale, acquisition, use or disposition of any of the Easements, whether such sale, acquisition, use or disposition is at or after Closing hereunder, with respect to any particular Servient Property (whether under statute, regulation or rule), it is understood and agreed that each Owner, with respect to its particular Servient Property, assumes all responsibility for and shall pay the same, directly to said authority, and shall hold NYCLLC harmless from such tax(es) and any interest or penalty thereon. NYCLLC shall cooperate (at no expense to

NYCLLC) with any such Servient Property Owner in the prosecution of any claim for refund, rebate or abatement of said tax(es). The provisions of this Section 7.4 shall survive the Closing.

7.5. Closing Deliveries. At the Closing, NYCLLC and/or the named Agreement signatory shall execute (or cause to be executed) and deliver the following (collectively, the "Closing Documents"):

(a) by NYCLLC and All Owners (except the City, MTA, TBTA, and NYCCDC) the form Exhibit G-1 Quitclaim Assignments and Assumptions with All Owners, and by NYCLLC and the City and the MTA and the TBTA and NYCCDC, the form Exhibits G-2, G-3, G-4, G-5 (and, if required with the Liron Designee, G-6) Quitclaim Assignments and Assumptions, respectively,

(b) from NYCLLC to All Owners, the Bills of Sale with All Owners (and, if necessary, the Liron Designee);

(c) from NYCLLC to the City, the Demolition Contribution by delivery of a certified or bank check payable to EDC;

(d) a resolution of NYCLLC's sole member CRC, authorizing the assignment and delivery of the Quitclaim Assignments and Assumptions and Bills of Sale, and a certificate executed by the secretary or assistant secretary of CRC, certifying as to the adoption of such a resolution and setting forth facts showing that the transfer complies with the requirements of Section 9.09 of the Business Corporation Law;

(e) from NYCLLC, (i) a termination by CSXT as Operator under the Operating Agreement, effective as of the Closing Date, (ii) a termination by Transportation Displays Incorporated ("TDI") of its Signboard Agreement dated December 21, 1995 (prior to which termination NYCLLC shall cause TDI and/or any other sign company to have removed its signage from the Highline), together with a general release from NYCLLC and CSXT to the City in connection with the removal of signage from the Highline in or around March 1999, (iii) a termination from Tenth Avenue Car Wash, Inc., d/b/a Chelsea Car Wash, of its License Agreement dated October 29, 1997, and (iv) a termination by CRC of its Lease Agreement with Gansevoort Holding Corp. dated March 4, 1991;

(f) from NYCLLC to All Owners, possession of the Highline in the condition as of the date of Closing, and from NYCLLC to All Owners (or any lesser affected number) the indemnification, if any, required by Section 6.2 hereof;

(g) from the Surety to NYCLLC and the City, the Payment Bond and the Performance Bond;

(h) by CD and Construction Manager, the executed and redated CM Agreement, and by Completion Guarantor, the executed and redated Completion Guaranty;

(i) by CD and EDC, the executed and redated Collateral Assignment, and by Construction Manager, the executed and redated Construction Manager Consent and Agreement;

(j) from the City to NYCLLC, IRS Form(s) 8283 and the Letter of Acknowledgment;

(k) by CD and Contractor, the executed and redated Demolition Contract, and a true and complete copy of the New York City Demolition Permit issued with respect thereto;

(l) from CD to NYCLLC (and the City and EDC as additional insureds) through the Seasons CGL Insurer, the Seasons CGL Policy, and through the Bovis CLG Insurer, the Bovis CGL Policy, and to NYCLLC through the Environmental Insurer, the Environmental Insurance Policy;

(m) between and among the Signatory Owners, the documentation referred to in Section 9.18 of this Agreement;

(n) from All Owners and NYCLLC, such affidavits and other documents or forms as may be necessary to record the Quitclaim Assignments and Assumptions; and

(o) such other and further documents and instruments described in this Agreement.

8. Contractor's and All Owners' Right of Entry, Environmental and Other Inspections; Zoning.

8.1. Right of Entry. (a) During the term of this Agreement prior to the Closing, the Contractor and each Servient Property Owner and/or its agents shall be permitted to have access to the Highline portion over its respective Servient Property, subject to the rights of any tenant, licensee, utility or other third party under valid agreements occupying any portion of the Highline, in order to make surveys, make measurements, conduct environmental or engineering tests, and to make such physical inspections and analyses thereof as said Contractor or Servient Property Owner shall deem necessary; PROVIDED, however, that (i) Contractor or each Servient Property Owner shall prepare and deliver to NYCLLC for review a work plan for the tests or measurements in question (a "Work Plan") which upon and following written NYCLLC approval shall be deemed incorporated herein by reference, and hereby understand and agree that access is permitted exclusively for the purpose of performing the Work Plan, which shall be performed in strict accordance with applicable federal, state and local laws, rules and regulations, and the written Work Plan in question, (ii) Contractor and each Servient Property Owner making any such entry (by itself or by agents) hereby assumes all risks of such entry and agrees to defend (with counsel chosen by the indemnitor and reasonably acceptable to the indemnitee), indemnify and save NYCLLC and the other Railroad Signatories and each's respective officers, directors, employees, attorneys, consultants and agents (collectively, "Access Indemnitees") harmless from and against any liability, damage (including, but not limited to special, direct or indirect, or for personal injury, death or property damage), action, cause of action, demand, suit, loss, fine, penalty, claim, cost or expense of any kind or nature whatsoever (including, without limitation, the reasonable fees and disbursements of counsel for such Access Indemnitees in connection with an investigative, administrative or judicial proceeding, whether or not such Indemnitees shall be designated a party thereto) (hereinafter, "Access Claims"), which are actually incurred by such Indemnitees (whether direct, indirect, or consequential,

[absolute or contingent and whether based on any federal or state laws or other statutory regulations, including, without limitation, claims under law, admiralty or equity, and whether based in common law, contract, tort, strict liability, negligence [except the gross negligence of the party being indemnified] or otherwise), in any manner relating to or arising out of the presence of Contractor or the Servient Property Owner in question or either's representatives, agents, contractors or employees (hereinafter, collectively, the "Access Representatives") on the Highline, or the sampling by the Contractor, Servient Property Owner, and/or Access Representatives in connection with the Work Plan, or any other activities in connection with such access, including, but not limited to, any damage to or destruction of any property (including the Highline or any improvements thereon) and any injury to or death of any person(s), including but not limited to Contractor or any Servient Property Owner or any Access Representative, arising from the acts or omissions of Contractor or the Servient Property Owner (and/or its Access Representatives), as the case may be, in the exercise of this right of entry; provided that neither Contractor nor any Servient Property Owner shall be liable to the Access Indemnitees under this Section 8.1 for Access Claims that are incurred solely because of the identification of an environmental issue that existed prior to the date hereof and that had not previously been identified. Each entering Servient Property Owner agrees, and CD shall cause Contractor to agree, to do no act which would encumber title to the Highline or any part thereof in exercising this right-of-entry. The entering Servient Property Owner also hereby covenants and agrees, and CD shall cause Contractor to agree, (w) to obtain the written consent of NYCLLC prior to any amendment of, or departure from, its Work Plan, (x) to fill any drilling and coring holes upon completion of testing and otherwise to restore the Highline to its original condition following any inspection or test, except for any sampled material which is removed from the Highline, (y) not to permit any debris created by the Contractor and/or Servient Owner and/or Access Representative to be left on the Highline upon completion of testing, and (z) to make proper disposal of debris, if any, and testing samples. NYCLLC shall be allowed to have one or more of its own representatives observe the implementation of any Work Plan and collect split samples. For purposes of this Section 8.1(a), and Section 8.1(b) below with respect to the City Servient Properties comprising public streetbeds, the Servient Property Owner shall be deemed to be the Servient Property Owner of the adjoining (privately-owned) Servient Property. Nothing herein shall diminish or impair the City's rights in its regulatory capacity to inspect the Highline during the term of this Agreement.

[(b) The entity or entities implementing the Work Plan shall maintain at their sole cost and expense at least the following insurance coverage, Railroad Signatories shall be a beneficiary of such coverage, and each of the Railroad Signatories shall be provided with a certificate of insurance confirming such coverage:

[A. Comprehensive General Liability:

[- combined single limit for bodily injury and property damage of not less than \$1,000,000.00 for each occurrence and annual aggregate. This policy shall be primary for all purposes to other insurance coverage, whether such other insurance is stated to be primary, contributory, excess, contingent or otherwise.

[- such policy to include:

1. Railroad Signatories as additional insureds for all activities arising out of the implementation of the Work Plan; in addition, with respect to any entry onto any portion of the Highline viaduct over a public streetbed by Contractor or the Signatory Owner of the Servient Property adjoining such public streets or said Contractor's or Signatory Owner's respective agents, the City shall be named as an additional insured;

2. completed operations coverage; coverage for liability from sudden and accidental discharges, disposals, releases or escapes of contaminants; contractual liability coverage; coverage for explosion hazard and underground explosion hazard; coverage for underground property damage hazard; and coverage for collapse hazard.

B. Errors and Omissions:

- combined single limit for bodily injury and property damage of not less than \$1,000,000.00 for each occurrence and annual aggregate. This policy shall be primary for all purposes to other insurance coverage, whether such other insurance is stated to be primary, contributory, excess, contingent or otherwise.

- such policy to include Railroad Signatories as additional insureds for all activities arising out of the implementation of the Work Plan; in addition, with respect to any entry onto any portion of the Highline viaduct over a public streetbed by Contractor or the Signatory Owner of the Servient Property adjoining such public streets or said Contractor's or Signatory Owner's respective agents, the City shall be named as an additional insured.

C. Comprehensive Automobile Liability:

- combined single limit for bodily injury, death and property damages of not less than \$1,000,000.00 per occurrence and \$1,000,000.00 per person.

- such policy to include Railroad Signatories as additional insureds for all activities arising out of the implementation of the Work Plan; in addition, with respect to any entry onto any portion of the Highline viaduct over a public streetbed by Contractor or the Signatory Owner of the Servient Property adjoining such public streets or said Contractor's or Signatory Owner's respective agents, the City shall be named as an additional insured.

D. Worker's Compensation Insurance and Employer's Liability Insurance:

- with limits of liability of not less than those required by law.

E. Excess Umbrella Liability Insurance (solely as to Contractor):

- in the amount of \$10,000,000.00.

- such policy to include Railroad Signatories as additional insureds for all activities arising out of the implementation of the Work Plan; in addition, with respect to any entry onto any portion of the Highline viaduct over a public streetbed by Contractor or the Signatory Owner of the Servient Property adjoining such public streets or said Contractor's or Signatory Owner's respective agents, the City shall be named as an additional insured.

NYCLLC shall have the right to inspect and review the policies in their entirety and shall be provided with a copy upon request.

8.2. NYCLLC Representations. Except as explicitly set forth herein or in the form of Quitclaim Assignment and Assumption (Exhibits G-1 through G-6 hereto), the Signatory Owners acknowledge that NYCLLC makes no guarantee, representation or warranty regarding the physical or environmental condition of the Highline, and NYCLLC and each of the Railroad Signatories expressly disclaims any and all obligation and liability to All Owners regarding any defects which may exist with respect to the condition of the Highline (it being understood and agreed that all representations and warranties to be made by NYCLLC in such Quitclaim Assignments are hereby made by NYCLLC as of the date hereof as if fully set forth herein). NYCLLC represents and warrants that, and the Signatory Owners acknowledge that, NYCLLC has delivered copies of all final environmental reports in its possession covering the Highline, as scheduled on Exhibit L annexed hereto and hereby made part hereof.

8.3. NYCLLC Monitoring of Work Plans. NYCLLC reserves the right, prior to Closing, to monitor and approve all Work Plan procedures in the conduct of any environmental assessments, tests, studies, measurements or analyses performed by or for Contractor and/or Construction Manager and/or any Servient Property Owner in and/or any Access Representatives, on, to or with respect to the Highline, such approvals not to be unreasonably withheld or delayed or conditioned. Contractor and any Servient Property Owner seeking entry shall provide in any contract or bids for site assessment or environmental inspections of the Highline a "confidentiality clause", limiting disclosure of the results and any report only to Contractor and/or Construction Manager or the concerned Servient Property Owner, as the case may be (or to NYCLLC, upon request), subject to any applicable legal requirements and, with respect to the City, to the New York State Freedom of Information Law and other such applicable laws. Contractor and any Servient Property Owner seeking entry shall also: notify NYCLLC in writing no less than five (5) days prior to initiating any such environmental work; keep NYCLLC fully apprised of the progress of, and procedures followed with respect to, all such environmental work; and fully cooperate with all reasonable requests of NYCLLC in undertaking and carrying out such work. Contractor and/or Construction Manager and any Servient Property Owner and any Access Representatives making entry shall deliver to NYCLLC, at no cost to NYCLLC, within five (5) days after receipt, copies of all results, assessments, reports and studies, whether of an environmental nature or otherwise, resulting from any tests or inspections conducted by Contractor or said Servient Property Owner and/or such Access Representatives, as the case may be, pursuant to Section 8.1 or otherwise in accordance with this Agreement.

8.4. "As Is". Subject to and as more fully set forth in, and to be given effect post-Closing by, the forms of Quitclaim Assignment and Assumption Agreements annexed hereto as Exhibits G-1 through G-6, whether or not Contractor and/or Construction Manager and/or any Servient Property Owner shall elect to make the inspections permitted pursuant to Section 8.1, and regardless of the results thereof, All Owners shall take the Easements and the Highline segment therein "as is" at the Closing. Chelsea hereby acknowledges receipt of all environmental reports, and other reports listed on Exhibit L annexed hereto, assumes responsibility for such reports re-distribution among All Property Owners, and further

acknowledges that NYCLLC has made delivery of all reports and documents, if any, pertaining to the physical condition of the Highline required by the terms of this Agreement.

8.5. Zoning. NYCLLC makes no guarantee, warranty or representation as to the permissibility of any use(s) contemplated by any Servient Property Owner under existing zoning of the Servient Properties or any of them or as to any ability to secure any rezoning for such Servient Property Owner's use.

8.6. Survival. The provisions of this Article 8 (excepting Section 8.1 and Section 8.3) shall survive the Closing.

9. Miscellaneous Provisions.

9.1. No Representations. The parties hereto, each for itself, acknowledge and agree that there have been no representations or warranties made by or on behalf of any party except as expressly set forth herein or in the Closing Documents, as the case may be.

9.2. Plurals; Gender. The plural shall be substituted for the singular, and the singular for the plural, where appropriate, and the words of any gender shall mean and include any other gender.

9.3. Captions. Article and Section headings, captions, titles, and Exhibit headings to this Agreement are for convenience and reference only, and are in no way to be construed as defining, limiting, or modifying the scope or intent of the various provisions of this Agreement.

9.4. No Joint Venture. Nothing in this Agreement is intended to be construed as creating a joint venture or partnership relationship among the parties hereto.

9.5. Time of Essence. The parties hereto acknowledge and agree that time is of the essence in the performance of the respective duties, obligations, and undertakings of the parties hereto.

9.6. Headings; Exhibits. The Section headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose. All Exhibits attached hereto are incorporated herein by reference and made a part hereof with the same force and effect as if set forth in the body hereof..

9.7. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York and applicable federal law. The parties hereto (i) acknowledge and agree that any and all legal actions or proceedings relating to this Agreement and/or the matters described herein shall be subject to the exclusive jurisdiction of the court of the Honorable Michael B. Mukasey of the United States District Court for the Southern District of New York (the "Governing Court"), and (ii) submit themselves to the exclusive jurisdiction of the Governing Court, (iii) consent to the bringing of any action or proceeding in the Governing Court and waive any objection they may now or hereafter have to the venue of any such action or proceeding in the Governing Court, including, without limitation,

any objection that such action or proceeding was brought in an inconvenient court, and agrees not to plead or otherwise assert the same, (iv) agrees to service upon it or him of any and all process in any such action or proceeding at the address set forth in Section 9.9 hereof, and (v) agree that nothing herein shall affect the right to effect service of process in any other manner provided by law. Nothing herein shall impair or diminish the right of any party to bring any legal action or proceeding before another judge in the Governing Court or another court of competent jurisdiction in the event that Hon. Michael B. Mukasey, or another judge in the Governing Court, is unable or unwilling to preside over such matter.

9.8. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

9.9. Notices. Any notice, request, consent or other communication required to be given or which may be given under this Agreement (a "Notice" or "notice") shall be in writing and shall be given or sent by (a) personal (national prepaid courier, express or overnight) delivery, or (b) telecopy or other facsimile transmissions (followed with hard copy sent by national prepaid overnight delivery service), or (c) personal delivery with receipt acknowledged in writing, or (d) mailing the same by registered or certified mail, return receipt requested, addressed to the parties, and copied to their respective counsel where noted, as follows:

If to NYCLLC:

NEW YORK CENTRAL LINES LLC
c/o Conrail, Inc.
2001 Market Street - 16A
Two Commerce Building
Philadelphia, PA 19103-1416
Attention: Jonathan Broder, Esq.
Fax: 215/209-4819

with a copy to:

David Alan Richards, Esq.
McCarter & English
300 Park Avenue
New York, NY 10022
Fax: 212/609-6921

If to Conrail:

CONRAIL, INC.
2001 Market Street - 16A
Two Commerce Square Building
Philadelphia, PA 19103-1416

Attention: Jonathan Broder, Esq.
Fax: 215/209-7805

If to CRC:

CONSOLIDATED RAIL CORP.
2001 Market Street - 16A
Two Commerce Square Building
Philadelphia, PA 19103-1416
Attention: Jonathan Broder, Esq.
Fax: 215/209-7805

If to CSXC:

CSX CORPORATION
One James Center
901 East Cary Street
Richmond, VA 23219
Attention: _____
Fax: 804/_____

with a copy to:

Peter J. Shudtz, Esq., General Counsel
CSX Corporation
One James Center
901 East Cary Street
Richmond, VA 23219
Fax: 804/783-1355

If to CSXT:

CSX TRANSPORTATION, INC.
301 West Bay Street
Jacksonville, FL 32202
Attention: Stephen A. Crosby, Vice President and General Manager
Corridor Development, Suite 800
Fax: 904/633-4351

If to Chelsea:

CHELSEA PROPERTY OWNERS
100 Washington Street
Newark, New Jersey 07102
Attention: Michael Lefkowitz

Fax: 973/643-2256

with a copy to:

David J. Furman, Esq.
Gibson, Dunn & Crutcher LLP
200 Park Avenue
New York, New York 10166
Attention: David J. Furman, Esq.
Fax: 212/351-4035

If to Edison:

EDISON MINI-STORAGE CORPORATION
100 Washington Street
Newark, New Jersey 07102
Attention: Michael Lefkowitz, Esq.
Fax: 973/643-2256

with a copy to:

David Furman, Esq.
Gibson, Dunn & Crutcher
200 Park Avenue
New York, New York 10166
Fax: 212/351-4035

If to Kalimian:

ABI KALIMIAN
950 Third Avenue
New York, New York 10022
Fax: 212/_____

with a copy to:

_____, Esq.

New York, New York _____
Fax: 212/_____

If to GHC:

GHC NY CORP.
c/o Nebraska Meat Corp.
124 Malvern St.
Newark, New Jersey 07105
Attention: Gerald Romanoff
Fax: 973/578-2456

with a copy to:

Mitchell Gilbert, Esq.
Windels, Marx, Lane & Mittendorf
156 West 56th Street
New York, New York 10016
Fax: 212/262-1215

If to Gottlieb:

GOTTLIEB REALTY CORP.
c/o Gottlieb Real Estate
544 Hudson St., 2nd Floor
New York, New York 10014
Attention: Neil Bender
Fax: 212/ _____

with a copy to:

John Zucotti, Esq.
Weil, Gotshal & Manges LLP
767 Fifth Avenue
New York, New York 10153
Fax: 212/310-8007

If to R Equities:

ROMANOFF EQUITIES, INC.
7-11 South Broadway
White Plains, New York 10601
Attention: Michael Romanoff, Esq.
Fax: 914/428-1241

If to Freedman:

FREEDMAN REALTY COMPANY

1391 Barnum Street
Sheffield, MA 01257
Attention: Donald Freedman
Fax: 413/_____

with a copy to:

Jonathan Hacker, Esq.
Golenback, Eiseman, Assor & Bell
437 Madison Avenue
New York, New York 10601
Fax: 212/754-0330

If to 450 West:

450 WEST 14TH STREET CORP.

c/o Food Resources, Inc.
450 W. 14th Street
New York, New York 10014
Attention: Gerald Hirsch
Fax: 212/_____

with a copy to:

Richard P. Weiss, Esq.
155 Willowbrook Boulevard
Wayne, New Jersey 07470
Fax: 973/256-9001

If to Cotard:

COTARD REALTY ASSOCIATES

362 Kingsland Avenue
Brooklyn, New York 11222
Attention: Donald Resnicoff
Fax: 718/_____

with a copy to:

Leonard Morrow, P.C.
225 Broadway
New York, New York 10007
Fax: 212/964-8296

If Tenth Ave LP:

TENTH AVENUE REALTY ASSOCIATES LP

362 Kingsland Avenue
Brooklyn, New York 11222
Attention: Donald Resnicoff
Fax: 718/_____

with a copy to:

Leonard Morrow, P.C.
225 Broadway
New York, New York 10007
Fax: 212/964-8296

If to Lafayette:

204 LAFAYETTE STREET PROPERTIES

100 Washington Street
Newark, New Jersey 07102
Attention: Michael G. Lefkowitz, Esq.
Fax: 973/643-2256

with a copy to:

David Furman, Esq.
Gibson, Dunn & Crutcher LLP
200 Park Avenue
New York, New York 10166
Fax: 212/351-4035

If to Liron:

LIRON REALTY INC.
c/o Shalom Azani
2025 Broadway
New York, New York 10001
Attention: Shalom Azani
Fax: 212/ _____

If to 22-23:

22-23 CORP.
c/o HAG Realty
250 W. 26th St.
New York, New York 10011
Attention: Fred Spindler
Fax: 212/ _____

with a copy to:

Milton Shapiro, Esq.
Graubard, Mollen & Miller
600 Third Avenue
New York, New York 10016
Fax: 212/818-8881

If to 26-10:

26-10 CORP.
c/o HAG Realty
250 W. 26th St.
New York, New York 10011
Attention: Fred Spindler
Fax: 212/ _____

with a copy to:

Milton Shapiro, Esq.
Graubard, Mollen & Miller
600 Third Avenue
New York, New York 10016
Fax: 212/818-8881

If to Duchini/Lipkowitz:

**DAVID V. DUCHINI and
DAVID DUCHINI, JOHN I. LIPKOWITZ AND THE
BANK OF NEW YORK AS TRUSTEES U/W/O
ADOLPH DUCHINI F/B/O CONCETTA DUCHINI**
c/o David V. Duchini
2 Windsor Road
Scarsdale, New York 10583
Attention: David V. Duchini
Fax: 914/ _____

with a copy to:

Gary Strauss, Esq.
57 West 38th Street
New York, New York 10018
Fax: 212/575-2387

If to 15th Mini:

15th STREET MINI STORAGE INC.
450 West 15th St.
New York, New York 10001
Attention: Erez Shternlicht
Fax: 212/ _____

with a copy to:

Fran Parker, Esq.
450 W. 15th St.
8th Floor
New York, New York 10011
Fax: 212/ _____

If to CFG/AGSCB:

CFG/AGSCB 9TH AVENUE LLC
c/o ATC Management LLC
88 Tenth Avenue
New York, New York 10001
Attention: Irwin Cohen, Esq.
Fax: 212/366-4618

If to 511 West:

511 WEST 23rd STREET ASSOCIATES LLC
511 West 23rd Street
New York, New York 10011
Attention: Eliquis Serrano
Fax: 212/_____

with a copy to:

Ike Kaplowitz, Esq.
14 Huguenot
New Rochelle, New York 10801
Fax: 212/_____

If to NTJ:

NTJ ASSOCIATES
508 W. 26th Street
New York, New York 10011
Attention: Gloria Natali
Fax: 212/_____

with a copy to:

Jeffrey Toback, Esq.
58 Hilton Street
Hempstead, New York 11550
Fax: 516/292-5387

If to 509-511:

509-511 WEST 27TH ST. LP
6 Hemlock Road
Bronxville, New York 10708
Attention: Leonard Formato
Fax: 914/ _____

with a copy to:

Myron Kove, Esq.
Kove & Kasakow
122 East 42nd Street
New York, New York 10168
Fax: 212/687-5827

If to MRI:

MIDTOWN REALTY INC.
319 Tenth Avenue
New York, New York 10001
Attention: Abraham Hebey
Fax: 212/ _____

with a copy to:

_____, Esq.

New York, New York _____
Fax: 212/ _____

If to City:

THE CITY OF NEW YORK
City Hall
New York, New York 10007
Attention: Deputy Mayor, Finance and Economic Development
Fax: 212/788-2867

with a copy to:

New York City Law Department
Attn: Chief, Economic Development Division
Office of the Corporation Counsel
100 Church Street
New York, New York 10007-2601

If to EDC:

NEW YORK CITY ECONOMIC DEVELOPMENT CORPORATION
110 William Street
New York, New York 10038
Attention: Michael Carey, President
Fax: 212/312-3913

with a copy to:

New York City Law Development
Attention: Chief, Economic Development Division
100 Church Street, 6th Floor
New York, New York 10007-2601

If to NYCCDC:

NEW YORK CONVENTION CENTER DEVELOPMENT CORPORATION
655 West 34th Street
New York, New York 10001-1188
Attention: _____
Fax: 212/_____

with a copy to:

Elizabeth Bradford, Esq.
New York Convention Center Development Corporation
655 West 34th Street
New York, New York 10001-1188
Fax: 212/216-2823

If to MTA:

METROPOLITAN TRANSPORTATION AUTHORITY

347 Madison Avenue

9th Floor

New York, New York 10017

Attention: _____

Fax: _____

with a copy to:

General Counsel

Metropolitan Transportation Authority

347 Madison Avenue

New York, New York 10017

Attention: Anthony P. Semancik, Deputy General Counsel

Fax: 212/878-1240

If to TBTA:

TRIBOROUGH BRIDGE AND TUNNEL AUTHORITY

New York, New York 100 _____

Attention: _____

Fax: 212/ _____

with a copy to:

_____, Esq.

New York, New York 100 _____

Fax: 212/ _____

or to such different addresses, or to such other persons and at such places and with such copies as may hereinafter be provided by notice to all the other parties hereto and their respective counsel. Notice shall be effective three (3) calendar days after the date of the postmark upon mailing as provided above, or immediately upon personal delivery (courier, express or overnight service, "next day delivery" basis), against acknowledgment of receipt. Any notice sent by telecopy or other facsimile transmission shall be deemed given when the hard copy sent by national prepaid overnight delivery service, or by personal delivery with receipt acknowledged in writing, is received. All other notices shall be deemed given when actually received or refused by the party to whom the same is directed. A notice may be given either by a party or by such party's attorney.

9.10. Binding Effect; Successors and Assigns. (a) This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and permitted assigns. Except as provided in Section 9.10(b) hereof, neither Chelsea nor the Signatory Owners shall assign each's respective rights hereunder, nor delegate any of its respective duties, without first obtaining NYCLLC's consent thereto, which consent NYCLLC may grant or withhold in its sole and absolute discretion, and any attempted assignment without NYCLLC's prior written consent shall be null and void. Any assignment or transfer of this Agreement by a Signatory Owner (other than assignment or transfer to a permitted assignee or permitted transferee in the manner set forth in subsection (b) below) shall not relieve the Signatory Owner of any of its obligations hereunder. Any assignment or transfer of this Agreement by NYCLLC shall not relieve any other Railroad Signatory of any of its obligations hereunder, but NYCLLC shall be so relieved if, in connection with a transfer of title to the Easements and the Highline, it shall cause the transferee to assume all of its obligations hereunder by written instrument to such effect.

(b) Notwithstanding anything to the contrary hereinabove set forth, a Signatory Owner may transfer, sell, convey and assign or lease all or any part of its right, title and interest under this Agreement in connection with a transfer of a fee interest in, or a net lease or ground lease of, or similar transaction involving the Servient Property or a portion thereof without NYCLLC's consent, provided that prior to the Closing (i) said Signatory Owner shall give NYCLLC and its counsel at least ten (10) business days' prior written notice of such proposed executory transfer or lease including the name, address and counsel of the transferee, together with a copy of the purchase and sale agreement or lease instrument containing the covenant described in clause (iv) below (but which may be redacted with respect to purchase price or other economic terms, and shall otherwise be treated confidentially by NYCLLC), (ii) such transfer will not under any circumstances result in a postponement of the Closing Date or an extension of the term of this Agreement or of any other time period specified herein for such Signatory Owner's performance, and such transfer or lease shall only become effective upon the transfer of the Servient Property's title to the transferee on a date which is prior to the Closing Date hereunder, (iii) such transferee succeeding to the interest of said Signatory Owner hereunder shall, prior to the effective date of such transfer, complete and deliver to NYCLLC, in form and substance legally sufficient, the returns filed, if any, with respect to Article 31 of the Tax Law of the State of New York and the New York City Real Property Transfer Tax and evidence of the payment of any applicable taxes, and (iv) such transferee succeeding to the interest of said Signatory Owner hereunder shall expressly assume, in writing, the obligations and covenants of the said Signatory Owner under this Agreement which are expressly stated herein to survive the Closing Date.

(c) Neither this Agreement nor any memorandum hereof may be recorded without first obtaining NYCLLC's consent thereto. The recording of this Agreement without NYCLLC's consent by any Signatory Owner shall be a default by said Signatory Owner. It shall also be a default hereunder by a Signatory Owner if there is an assignment or a transfer in violation of Section 9.10(b) above.

9.11. Prior Agreements; Entire Agreement. All understandings and agreements heretofore made among the parties, when accepted by the Railroad Signatories with the Railroad Signatory Approvals, shall constitute a contract and the entire agreement between

the parties hereto in respect of the subject matter hereof, and are merged in this Agreement and the documents constituting the Exhibits annexed hereto and to be delivered hereafter at the Closing, which documents alone fully and completely express their agreement.

9.12. No Amendment. Neither this Agreement nor any provision hereof may be changed, modified, amended, supplemented, waived, discharged, or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of the change, modification, amendment, supplement, waiver, discharge, or termination is sought.

9.13. Separability. If any term or provision of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid and unenforceable, the remainder of this Agreement, or the application of such term or provisions to persons or circumstances to which it is valid or enforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the extent permitted by law.

9.14. No Waivers. The failure of any party hereto to seek redress for violations or to insist upon the strict performance of any covenant, agreement, provision or condition of this Agreement shall not constitute a waiver thereof, and each party hereto, as the case may be, shall have all remedies provided herein and under applicable law with respect to any act which constitutes a violation or default hereunder.

9.15. Survival. Wherever so stated herein or in the respective Closing Documents, the obligations, undertakings, duties, and covenants of the parties hereto shall survive Actual Abandonment and the delivery of the Assignment and Assumptions and other Closing Documents at the Closing.

9.16. Counterparts. This Agreement shall be executed in multiple copies, each of which may be treated as an original, but all of which shall together constitute one and the same instrument.

9.17. Trial By Jury. Each of the parties hereto agrees not to elect a trial by jury of any issue triable of right by jury, and to waive any right to trial by jury fully to the extent that any such right shall now or hereafter exist with regard to this Agreement or to any document or instrument executed and delivered in connection herewith, or any claim, counterclaim or other action arising in connection therewith. This waiver of right to trial by jury is given knowingly and voluntarily by each party and is intended to encompass individually each instance and each issue as to which the right to a trial by jury would otherwise accrue. Each party hereto is hereby authorized to file a copy of this paragraph in any proceeding as conclusive evidence of this waiver by any other party hereto.

9.18. Conditions to City Obligations and NYCCDC Obligations and MTA Obligations. (a) Except where specifically set forth to the contrary in writing, the City is executing and delivering this Agreement in its proprietary, and not its governmental, capacity. Any specific reference in this document to similar effect shall in no way waive, impair, diminish or otherwise affect the provisions of this Section 9.18. Furthermore, notwithstanding anything to the contrary set forth in this Agreement, the City's and EDC's obligations under this Agreement

are conditional upon execution and delivery at or prior to Closing of one or more agreements among the City and EDC and the non-City Signatory Owners, containing provisions reasonably satisfactory to the City and EDC to assure that the demolition of the Highline shall be accomplished by the non-City Signatory Owners as contemplated in this Agreement and that the public purposes of eliminating a blighting influence will thereby be served, including without limitation provisions addressing the following: (i) the entity to hold the Demolition Contribution and to administer the Demolition Contract and manage the Highline demolition, and contracts relating to such administration and management thereof, (ii) the conditions to disbursement of the Demolition Contribution and other amounts available to pay for the Highline demolition, (iii) the manner in which the Highline demolition will proceed, (iv) progress reporting, (v) mechanisms (including without limitation provisions for enforcement by and remedies of the City and EDC) to address cost overruns, contractor default, and other adverse and unforeseen circumstances, (vi) rights of enforcement under payment and performance bonds, commercial general liability and excess and umbrella insurance coverage, and cash proceeds available to cover the deductibles (or the functional equivalent thereof) with respect to any of same, (vii) indemnification provisions by the Contractor and the parties holding and/or administering the Demolition Contract and/or managing the Highline demolition, and (viii) payment of the City's contribution to the design and other soft costs of the Highline demolition. Furthermore, EDC's obligations under this Agreement are conditional upon approval of this Agreement, the Funding Agreement, the Master Agreement, and one or more agreements with Chelsea, CD, and other necessary parties to same regarding the matters set forth in clauses (i) through (viii) above, by the EDC's Board of Directors or a duly authorized committee of said Board.

(b) Notwithstanding anything to the contrary set forth in this Agreement, the NYCCDC's obligations under this Agreement are conditional upon (a) execution and delivery at or prior to Closing of one or more agreements among the NYCCDC and the non-NYCCDC Signatory Owners, containing provisions reasonably satisfactory to NYCCDC to assure that the demolition of the Highline shall be accomplished as contemplated in this Agreement including without limitation, provisions addressing the following: (i) the entity to hold the Demolition Contribution and to administer the Demolition Contract and manage the Highline demolition, and contracts relating to such administration and management thereof, (ii) the conditions to disbursement of the Demolition Contribution and other amounts available to pay for the Highline demolition, (iii) the manner in which the Highline demolition will proceed, (iv) progress reporting, (v) mechanisms (including without limitation provisions for enforcement by and remedies of NYCCDC) to address cost overruns, contractor default, and other adverse and unforeseen circumstances, (vi) rights of enforcement under payment and performance bonds, and commercial general liability insurance coverage, and cash proceeds available to cover the deductibles (or the functional equivalent thereof) with respect to any of same, (vii) indemnification provisions by the demolition contractor and the parties holding and/or administering the demolition contract and/or managing the Highline demolition, (viii) the amount of NYCCDC's contribution to the costs of the Highline demolition; and (b) the ratification by the NYCCDC Board of this Agreement. Furthermore, NYCCDC's obligations under this Agreement are conditional upon approval of this Agreement, the Funding Agreement, the Master Agreement, and one or more agreements with Chelsea, CD, and other necessary parties to same regarding the matters set forth in clauses (i) through (viii) above, by the NYCCDC's Board of Directors or a duly authorized committee of said Board

(c) Notwithstanding anything to the contrary set forth in this Agreement, the MTA obligations under this Agreement are conditional upon (a) execution and delivery at or prior to Closing of one or more agreements among the MTA and the non-MTA Signatory Owners, containing provisions reasonably satisfactory to MTA to assure that the demolition of the Highline shall be accomplished as contemplated in this Agreement including without limitation, provisions addressing the following: (i) the entity to hold the Demolition Contribution and to administer the Demolition Contract and manage the Highline demolition, and contracts relating to such administration and management thereof, (ii) the conditions to disbursement of the Demolition Contribution and other amounts available to pay for the Highline demolition, (iii) the manner in which the Highline demolition will proceed, (iv) progress reporting (v) mechanisms (including without limitation provisions for enforcement by and remedies of MTA) to address cost overruns, contractor default, and other adverse and unforeseen circumstances, (vi) rights of enforcement under payment and performance bonds, and commercial general liability insurance coverage, and cash proceeds available to cover the deductibles (or the functional equivalent thereof) with respect to any of same, (vii) indemnification provisions by the demolition contractor and the parties holding and/or administering the demolition contract and/or managing the Highline demolition, (viii) the amount of MTA's contribution to the costs of the Highline demolition; and (b) the ratification by the MTA Board of this Agreement. Furthermore, MTA's obligations under this Agreement are conditional upon approval of this Agreement, the Funding Agreement, the Master Agreement, and one or more agreements with Chelsea, CD, and other necessary parties to same regarding the matters set forth in clauses (i) through (viii) above, by the MTA's Board of Directors or a duly authorized committee of said Board

9.19. No Third Party Beneficiaries. This Agreement and the documents to be delivered in connection herewith (collectively, the "Delivery Documents") are solely for the benefit of the signatory parties hereto, and nothing contained in this Agreement or in any Delivery Document shall be deemed to confer upon anyone other than the parties hereto any right to insist upon or enforce the performance or observance of any of the obligations contained herein or therein.

9.20. Default; Remedies. Subject to the terms of this Agreement (including, without limitation, Section 9.7 hereof), if any party hereto shall default in the performance of any of the terms and provisions of this Agreement on its part to be performed, and such default shall continue for five (5) days after notice by the objecting party (the "Notice Party") to such defaulting party (the "Default Party"), then the Notice Party (in lieu of prosecuting an action for damages, which has been waived, or proceeding with any other legal course of conduct with respect to this Agreement [but not with respect to further prosecution or defense, as the case may be, of the STB Action and/or the Edison Action], the right to bring such actions or proceedings respecting this Agreement [solely] being expressly and voluntarily waived by the Notice Party, to the extent legally permissible, following and upon advice of its counsel) shall have the right (i) to obtain specific performance of the Default Party's obligations hereunder, provided that any action for specific performance shall be commenced within sixty (60) days after such default, or (ii) to terminate this Agreement, it being understood that if the Notice Party fails to commence an action for specific performance within sixty (60) days after such default, the Notice Party's sole remedy shall be to terminate this Agreement by notice to all other parties given not sooner than the sixty-first (61st) and not later than the seventieth (70th) day

after such default (it being understood and agreed that upon the failure of a condition precedent, the Notice Party's sole right shall be to terminate this Agreement as provided in clause (ii) above and as provided in Section 9.7, as may be applicable). Upon such notice of termination, this Agreement shall terminate and no party hereto shall have any further obligations hereunder. In the event that neither an action for specific performance is commenced before the 60th day by the Notice Party, nor a notice of termination given thereby after the 61st day but before the said 70th day, the default of the Default Party described in its notice of default by the Notice Party shall be deemed waived by the Notice Party. All Signatory Owners and EDC hereby expressly waive their rights to seek punitive or consequential damages in the event of a default by any of the Railroad Signatories or any other Signatory Owner or EDC hereunder, and all Railroad Signatories hereby expressly waive their respective rights to seek punitive or consequential damages in the event of a default by any of the Servient Owners or Chelsea or EDC hereunder. Neither NYCLLC nor any other Railroad Signatory shall have any personal liability or obligation beyond their respective interests in the Highline, and no other property or assets of NYCLLC or any other Railroad Signatory shall be subject to levy, execution or other enforcement procedure for the satisfaction of any Signatory Owner's or EDC's claims or any judgments or orders against any Railroad Signatory. No Signatory Owner shall have any personal liability or obligation beyond its interest in its respective Servient Property, and EDC shall have no liability other than for disposition to CD or Construction Manager of the Demolition Contribution received from NYCLLC in accordance with the terms of a funding agreement to be agreed upon between EDC and CD, and no other property or assets of such Signatory Owner or EDC shall be subject to levy, execution or other enforcement procedure for the satisfaction of any claim or judgment or order of any Railroad Signatory against said Servient Owner. The prevailing party in any action for specific performance shall be entitled to an award of reasonable attorneys' fees and disbursements in connection therewith. The parties hereto understand and agree that, in the event this Agreement is terminated, the Edison Action may be reinstated, and that the STB Action shall be restored to the status of the July Ruling.

9.21. FIRPTA Compliance. NYCLLC shall comply with the provisions of the Foreign Investment in Real Property Tax Act, Section 1445 of the Internal Revenue Code of 1986 (as amended), as the same may be amended from time to time, or any successor or similar law (collectively, "FIRPTA"). NYCLLC acknowledges that Section 1445 of the Internal Revenue Code provides that a transferee of a United States real property interest must withhold tax if the transferor is a foreign person. To inform the Signatory Owners that withholding of tax is not required upon the disposition of a United States real property interest by NYCLLC, NYCLLC hereby represents and warrants that NYCLLC is not a foreign person as that term is defined in the Internal Revenue Code and Income Tax Regulations. On the Closing Date, NYCLLC shall deliver to All Owners a certification as to NYCLLC's non-foreign status which complies with the provisions of Section 1445(b)(2) of FIRPTA, and shall comply with any temporary or final regulations promulgated with respect thereto and any relevant revenue procedures or other officially published announcements of the Internal Revenue Service of the U.S. Department of Treasury in connection therewith.

9.22. Acceptance of Quitclaim Assignment and Assumption Agreements. The delivery by NYCLLC and acceptance of the Quitclaim Assignment and Assumption Agreements and Bills of Sale by All Owners, together with the execution and delivery of all other documents and/or instruments described herein, and the delivery of the Demolition

Contribution to EDC, shall be deemed full compliance by NYCLLC with all of NYCLLC's obligations under this Agreement except for those obligations of NYCLLC, if any, which are specifically stated to survive the delivery of the Quitclaim Assignment and Assumption Agreements and such other documents and/or instruments hereunder.

9.23. Interpretation. Notwithstanding anything contained herein or in the Closing documents to the contrary, the term "demolition" and the term "restoration" shall mean and be limited to only the demolition of the Highline and the restoration of the streetbeds (including without limitation the sidewalks) specifically set forth in the scope of the work proposed by [Gregory Comito & Associates], annexed hereto as Exhibit "O" and hereby made a part hereof.

9.24. Compliance with Land-Use Law. The City of New York, New York Convention Center Development Corporation, Metropolitan Transportation Authority, and Triborough Bridge and Tunnel Authority (collectively, the "Governmental Owners") hereby each agree that the Governmental Owners will determine amongst themselves which Governmental Owner shall bear responsibility for obligations, if any (it being understood that the Railroad Signatories shall bear no responsibility of any kind), whether as landowner or as governmental entity, with respect to its own Servient Property or Servient Properties, for compliance or noncompliance with the New York City Environmental Quality Review, 43 Rules of the City of New York §§ 6-01 et seq., as now or hereafter amended, ("CEQR") or with the State Environmental Quality Review Act, New York Environmental Conservation Law §§ 8-0101 et seq., as now or hereafter amended ("SEQRA"), or with the Uniform Land Use Review Procedure, New York City Charter, as now or hereafter amended ("ULURP"), arising in connection with this Agreement or any matter whatsoever contemplated by this Agreement, including, but not limited to, any transfer of any interest, any issuance of any permit or other governmental approval, and any act or omission by The City of New York, the New York City Economic Development Corporation, the Metropolitan Transportation Authority, the New York Convention Center Development Corporation, the Triborough Bridge and Tunnel Authority, and any other governmental agency or authority, and further agrees that the Railroad Signatories have rendered all compliance requested of the Railroad Signatories in connection with the preparation of the negative declaration issued in connection with this Agreement. These provisions of this Section 9.24 shall survive the Closing or termination of this Agreement.

IN WITNESS WHEREOF, and intending to be legally bound hereby, this Agreement has been duly executed by the parties hereto as of the date first above written.

NEW YORK CENTRAL LINES LLC

By: Consolidated Rail Corp., Sole Member

By: _____
Name: _____
Title: _____

CONRAIL, INC.

By: _____
Name: _____
Title: _____

CONSOLIDATED RAIL CORP.

By: _____
Name: _____
Title: _____

CSX CORPORATION

By: _____
Name: _____
Title: _____

CSX TRANSPORTATION, INC.

By: _____
Name: _____
Title: _____

CHELSEA PROPERTY OWNERS

By: _____
Name: _____
Title: _____

CHELSEA DEMOLITION, INC.

By: _____
Name: _____
Title: _____

EDISON MINI-STORAGE CORPORATION

By: _____

Name:

Title:

ABI KALIMIAN

By: _____

Abi Kalimian

GHC NY CORP.

By: _____

Name:

Title:

GOTTLIEB REALTY CORP.

By: _____

Name:

Executor:

By: _____

Name:

Executor:

ROMANOFF EQUITIES, INC.

By: _____

Name:

Title:

FREEDMAN REALTY COMPANY

By: _____

Name:

Title:

450 WEST 14TH STREET CORP.

By: _____

Name:

Title:

COTARD REALTY ASSOCIATES

By: _____
Name:
Title:

TENTH AVENUE REALTY ASSOCIATES L.P.

By: _____, General Partner

By: _____
Name:
Title:

204 LAFAYETTE STREET PROPERTIES

By: _____
Name:
Title:

[LIRON REALTY INC.

By: _____
Name:
Title:]

22-23 CORP.

By: _____
Name:
Title:

26-10 CORP.

By: _____
Name:
Title:

**DAVID V. DUCHINI AND DAVID DUCHINI, JOHN
L. LIPKOWITZ AND BANK OF NEW YORK AS
TRUSTEES U/W/O ADOLPH DUCHINI F/B/O
CONCETTA DUCHINI.**

By: _____
David V. Duchini

By: _____
David Duchini, Trustee

By: _____
John L. Lipkowitz, Trustee

THE BANK OF NEW YORK AS TRUSTEE

By: _____
Name:
Title:

15TH STREET MINI STORAGE INC.

By: _____
Name:
Title:

CFG/AGSCB 9TH AVENUE

By: _____
Name:
Managing Member

511 WEST 23 STREET ASSOCIATES LLC

By: _____
Name:
Managing Member:

NTJ ASSOCIATES

By: _____
Name:
Title:

509-511 WEST 27TH ST. LP

By: _____
General Partner:

By: _____
Name:
Title:

MIDTOWN REALTY, INC.

By: _____
Name:
Title:

CITY OF NEW YORK

By: _____
Name:
Title:

Approved as to form:

By: _____
Name:
Acting Corporation Counsel

**NEW YORK CITY ECONOMIC DEVELOPMENT
CORPORATION**

By: _____
Name: Michael Carey
Title: President

**NEW YORK CONVENTION CENTER
DEVELOPMENT CORPORATION**

By: _____
Name:
Title:

**METROPOLITAN TRANSPORTATION
AUTHORITY**

By: _____
Name:
Title:

**TRIBOROUGH BRIDGE AND TUNNEL
AUTHORITY**

By: _____

Name:

Title:

EXHIBITS

Exhibit A-1	Easements
Exhibit A-2	1929 Agreements
Exhibit A-3	Property Specific Easements
Exhibit B	[purposely omitted]
Exhibit C-1	Southern Cut Line (Section 5.2)
Exhibit C-2	Northern Cut Line (Section 5.2)
Exhibit D-1	Seasons Demolition Contract (Section 1.1)
Exhibit D-2	Construction Management Agreement (Section 1.1)
Exhibit E	[purposely omitted]
Exhibit F-1	Payment Bond (Section 1.3)
Exhibit F-2	Performance Bond (Section 1.3)
Exhibit G-1	Quitclaim Assignment and Assumption and Indemnification, Release and Waiver Agreement Regarding Easements (Section 3.1)
Exhibit G-2	City Quitclaim Assignment and Assumption, Release and Waiver and Covenant Not to Sue Agreement (Section 4.1)
Exhibit G-3	MTA Quitclaim Assignment and Assumption
Exhibit G-4	TBTA Quitclaim Assignment and Assumption
Exhibit G-5	NYCCDC Quitclaim Assignment and Assumption
Exhibit G-6	Non-Signatory Owner Quitclaim Assignment and Assumption
Exhibit H	Quitclaim Bill of Sale (Section 3.1)
Exhibit I	IRS Form 8283 (Section 4.1)
Exhibit J-1	City Letter of Acknowledgment (Section 4.1)
Exhibit J-2	MTA/TBTA/NYCCDC Letters of Acknowledgment (Section 4.2)

Exhibit J-3	EDC Letter of Acknowledgment (Section 4.1)
Exhibit K	Title Company Policy Issuance Terms Letter (Section 7.1)
Exhibit L	Railroad Environmental Reports - Schedule (Section 8.2)
Exhibit M	New York City Mayor's Letter
Exhibit N-1	[omitted]
Exhibit N-2	[omitted]
Exhibit N-3	NYCLLC's Environmental Insurance Policy from Environmental Insurer (Section 1.4)
Exhibit O	Scope of Work
Exhibit P	Declaration of Termination of Easements
Exhibit Q	Signatory Owners Desiring Exempted Segments
Exhibit R	Settlement Agreement
Exhibit S-1	Completion Guaranty (Section 5.2(b))
Exhibit S-2	Collateral Assignment (Section 5.2(b))



EXHIBIT A-1

Schedule of Easements

1. Indenture dated July 2, 1929, executed by The City of New York and the New York Central Railroad Company ("NY Central"), and recorded on August 6, 1929 in Liber 3736 Cp 8 et seq.
2. Indenture dated June 10, 1935, executed by The City of NY and NY Central, recorded on September 9, 1935 in Liber 3909 Cp 289 et seq.
3. Deed from Robert W. Blanchette, Richard C. Bond and John H. McArthur, as Trustees of the Property of Penn Central Transportation Company, Debtor, as Grantor, to Consolidated Rail Corporation, as Grantee, dated March 30, 1976, and recorded in Reel 463, Page 1563, in the Office of the City Register, New York County, on December 15, 1978.
4. Real Property Identification Document from Despatch Shops, as Transferor, to Consolidated Rail Corporation, as Transferee, recorded in Reel 463, Page 1624 in the Office of the City Register, New York County, on December 15, 1978.

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EXHIBIT A-2

Schedule of Agreements Relating to Easements

1. Agreement dated July 2, 1929, executed by The City of New York and New York Central made pursuant to Section 5 of Chapter 677 of the Laws of 1928, as Amended by Chapter 431 of the Laws of 1929 (the "NYC-NY Central Agreement").
2. The Enlarged Plan (as such term is defined in the NYC-NY Central Agreement) and all amendments and modifications to the Enlarged Plan.



EXHIBIT A-3

Property-Specific Easements

HIGHLINE

75-95 Gansevoort Street to 651-59 West 33rd Street/ 34th Streetbed
New York City

EASEMENT SOURCES

(south to north)

Note: The present source of title to the entire series of easements that constitute the Highline is a Quitclaim Deed from Consolidated Rail Corporation to New York Central Lines LLC ("NYCLLC"), dated as of June 1, 1999, and recorded March 1, 2000 in Reel 3061 at Page 1110 (the "1999 Conrail Deed"); NYCLLC's corporate predecessor-in-interest Conrail received title by (i) Deed from Robert W. Blanchette, Richard C. Bond and John H. McArthur, Trustees of the Property of Penn Central Transportation Company, Debtor, to Consolidated Rail Corporation, recorded December 15, 1978, in Reel 463 at Page 1563 (the "Trustees' Deed"), and (ii) Real Property Identification Document (DS-CRC-RPI-3) from Despatch Shops, Inc., to Consolidated Rail Corporation recorded December 15, 1978, in Reel 463 at Page 1624 (the "Despatch Deed")

Address and Owner

Tax Block and Lot

1. 75-95 Gansevoort Street, a/k/a 820 Washington Street

Block 644 Lot 10

Owner: **THE CITY OF NEW YORK**

City Hall

New York, New York 10007

Attention: _____

Fax: 212/ _____

Easement Source: Indenture from City of New York ("CNY") to The New York Central Railroad Company ("NYCRC") dated July 2, 1929 and recorded August 6, 1929, in Liber 3736 at Cp 8 (the "1929 City Deed") (being Parcel 16 at Cp 54); as amended by Indenture from CNY to NYCRC dated June 10, 1935 and recorded September 9, 1935 in Liber 3909 at Cp 289 (the "1935 City Deed") (being Parcel 7 at Cp 298)—particular parcel description also includes Block 44 Lot 1 (42-62 Little West 12th Street) and Gansevoort St. streetbed and Little West 12th St. streetbed

2. 42-62 Little West 12th Street, a/k/a 555 West Street Block 644 Lot 1

Owner: **THE CITY OF NEW YORK**

Easement Source: See for Parcel 1 above

3. 838-58 Washington Street Block 645 Lot 11

Owner: **GHC NEW YORK CORP.**

c/o Nebraska Meat Corp.

124 Malvern St.

Newark, New Jersey 07105

Attention: Gerald Romanoff

Fax: 212/ _____

Easement Source: Indenture ("Blanket Indenture") from New York State Realty and Terminal Company to NYCRC dated June 8, 1932 and recorded June 10, 1932 in Liber 3836 Cp 226 (Parcel No. 1 therein), as amended by Indenture from Despatch Shops Inc. to Consolidated Rail Corporation dated March 22, 1977, and recorded April 12, 1977 in Reel 397, Page 265; and reservations contained in Deed from Despatch Shops Inc. to Washington Refrigeration Inc. dated March 29, 1977 and recorded April 7, 1977, in Reel 396, Page 1727.

4. 40-46 10th Avenue Block 646 Lot 1

[ESTATE OF BILL GOTTLIEB]

c/o Gottlieb Real Estate

544 Hudson St., 2nd Floor

New York, New York 10014

Attention: Neil Bender

Fax: 212/ _____

Easement Source: Indenture ("Blanket Indenture") from New York State Realty and Terminal Company to NYCRC dated June 8, 1932, and recorded June 10, 1932 in Liber 3836 Cp 226 (Parcel No. 2 therein), as modified by Indenture from Despatch Shops, Inc. to NYCRC dated July 3, 1964, and recorded July 8, 1964 in Liber 5285, Cp 443, as further reserved under Indenture from Despatch Shops to Forty-Two Tenth Ave. Corp. dated July 6, 1964 and recorded July 9, 1964 in Liber 5285, Cp 460.

5. 450-56 West 14th Street, a/k/a 439 W. 13th St.

Block 646 Lot 10

Owner: **JERRY HIRSCH**
c/o Eastern Meats, Inc.
450 W. 14th Street
New York, New York 10014
Fax: 212/ _____

Easement Source: Indenture from New York State Realty and Terminal Company to NYCRC dated June 8, 1932, and recorded June 10, 1932 in Liber 3836 Cp 226 as modified by Indenture from Despatch Shops, Inc. to NYCRC dated July 3, 1964, and recorded July 8, 1964, in Liber 5285, Cp 443, and as reserved by Deeds from Despatch Shops (i) to Forty-Two Tenth Avenue Corp. dated July 6, 1964 and recorded July 9, 1964 in Liber 5285 Cp 460, (ii) to Washington Refrigeration Inc. dated March 29, 1977, and recorded April 7, 1977 in Reel 396 Page 727, and (iii) to 450 West 14th St. Corp. dated October 31, 1977 and recorded January 4, 1978 in Reel 424 Page 406.

6. 449 W. 13th St.

Block 646 Lot 20

Owner: **ROMANOFF EQUITIES, INC**
7-11 South Broadway
White Plains, New York 10601
Attention: Michael Romanoff, Esq.
Fax: 914/428-1241

Easement Source: See for Parcel 5 above

7. 62-76 10th Avenue

Block 712 Lot 1

Owner: **15th STREET MINI STORAGE INC.**
450 West 15th St.
New York, New York 10011
Attention: Erez Shternlicht
Fax: 212/ _____

Easement Source: Indenture ("Nabisco Indenture") from National Biscuit Company to NYCRC dated July 25, 1932, and recorded July 29, 1932 in Liber 3844, Cp 18 (Parcels 1 and 4 in Indenture)

8. 78-92 10th Avenue, a/k/a 401 W. 15th St.

Block 713 Lot 1

Owner: **CFG/AGSCB 9TH AVENUE LLC**
c/o ATC Management LLC
88 Tenth Avenue
New York, New York 10001
Attention: Irwin Cohen
Fax: 212/ _____

Easement Source: Indenture ("Nabisco Indenture") from National Biscuit Company to NYCRC dated July 25, 1932, and recorded July 29, 1932, in Liber 3844, Cp 18 (Parcels 2 and 5 in Indenture)

9. 96-110 10th Avenue

Block 714 Lot 1

Owner: **FREEDMAN REALTY COMPANY**
1391 Barnum Street
Sheffield, MA 01257
Attention: Donald Freedman
Fax: 413/ _____

Easement Source: Indenture ("West 16th St. Indenture") from New York State Realty and Terminal Company to NYCRC dated July 22, 1932 and recorded July 25, 1932 in Liber 3838, Cp 181; and Indenture ("Nabisco Indenture") from National Biscuit Company to NYCRC dated July 25, 1932, and recorded July 29, 1932 in Liber 3844, Cp 18 (Parcel 3 in Indenture)

10. 113-27 10th Avenue, a/k/a 501 W. 17th St.

Block 689 Lot 17

Owner: **EDISON MINI-STORAGE CORPORATION**
100 Washington Street
Newark, New Jersey 07102
Attention: Mr. Michael Lefkowitz, VP and GC
Fax: 973/643-2256

Easement Source: Indenture from NYCRC to 10-42 Corporation dated January 5, 1960, and recorded January 20, 1960, in Liber 5103, Cp 584

11. 131-149 10th Avenue

Block 690 Lot 29

Owner: **COTARD REALTY ASSOCIATES**
362 Kingsland Avenue
Brooklyn, New York 11222
Attention: Donald Resnicoff
Fax: 718/ _____

Easement Source: Indenture ("Blanket Indenture") from New York State Realty and Terminal Company to NYCRC dated June 8, 1932 and recorded June 10, 1932 in Liber 3829, Cp 383 (Parcel 13 in Indenture); and reservation in Deed from NYCRC to National Garage Co., Inc. dated September 13, 1959, and recorded October 6, 1959, in Liber 5093, Cp 448

12. 507 W. 19th Street

Block 691 Lot 27

Owner: **TENTH AVENUE REALTY ASSOCIATES LP**
362 Kingsland Avenue
Brooklyn, New York 11222
Attention: Donald Resnicoff
Fax: 718/ _____

Easement Source: Indenture from New York State Realty and Terminal Company to NYCRC dated June 8, 1932 and recorded June 10, 1932 in Liber 3829, Cp 383 (southern portion of Parcel 14 in Indenture), as modified by Indenture ("W. 19th St. Indenture") from New York State Realty and Terminal Company to NYCRC dated May 14, 1947 and recorded June 13, 1947 in Liber 4517, Cp 375

13. 504-06 West 20th Street

Block 691 Lot 37

Owner: **SWN ACQUISITIONS CORP**
100 Washington Street
Newark, New Jersey 07102
Attention: Michael G. Lefkowitz, Esq.
Fax: 973/643-2256

Easement Source: Indenture ("Blanket Indenture") from New York State Realty and Terminal Company to NYCRC dated June 8, 1932 and recorded June 10, 1932 in Liber 3829, Cp. 383 (northern portion of Parcel 14 in Indenture), as modified by Indenture ("W. 19th St. Indenture") from New York State Realty and Terminal Company to NYCRC dated May 14, 1947 and recorded June 13, 1947 in Liber 4517, Cp 375

14. 507-09 West 20th Street

Block 692 Lot 28

Owner: **LIRON REALTY INC.**
c/o Shalom Azani
2025 Broadway
New York, New York 10001
Attention: Shalom Azani
Fax: 212/ _____

Easement Source: Indenture ("Blanket Indenture") from New York State Realty and Terminal Company ("NYSRTC") to NYCRC dated June 8, 1932 and recorded June 10, 1932 in Liber 3829, Cp. 383 (Parcel 15 in Indenture), as modified by Indenture from NYSRTC to NYCRC dated June 24, 1957 (Parcel 15)

15. 507-09 West 21st Street

Block 693 Lot 28

Owner: **S&G ACQUISITIONS, LLC**
100 Washington Street
Newark, New Jersey 07102
Attention: Michael G. Lefkowitz, Esq.
Fax: 973/643-2256

Easement Source: See for Parcel 14 above (Parcel 16 in Blanket Indenture and in 6/24/57 Indenture)

16. 512 West 23rd Street

Block 694 Lot 40

Owner: **22-23 CORP**
c/o HAG Realty
250 W. 26th St.
New York, New York 10011
Attention: Fred Spindler
Fax: 212/ _____

Easement Source: Indenture ("Blanket Indenture") from New York State Realty and Terminal Company to NYCRC dated June 8, 1932 and recorded June 10, 1932 in Liber 3829, Cp 383 (Parcel 17 in Indenture), as amended by Indenture from New York State Realty and Terminal Company to NYCRC dated September 29, 1958 and recorded October 1, 1958, in Liber 5051, Cp 661

17. 511-17 West 23rd Street

Block 695 Lot 27

Owner: **511 WEST 23rd STREET ASSOCIATES LLC**
511 West 23rd Street
New York, New York 10011
Attention: Eliquis Serrano
Fax: 212/ _____

Easement Source: Indenture ("Blanket Indenture") from New York State Realty and Terminal Company to NYCRC dated June 8, 1932 and recorded June 10, 1932 in Liber 3829, Cp 383 (Parcel 18 in Indenture) as amended by Indenture from New York State Realty and Terminal Company to NYCRC dated December 3, 1958 and recorded December 5, 1958 in Liber 5059, Cp 163

18. 507-11 West 24th Street

Block 696 Lot 28

Owner: **DAVID V. DUCHINI and
DAVID DUCHINI, JOHN I. LIPKOWITZ AND
THE BANK OF NEW YORK AS
TRUSTEES U/W/O ADOLPH DUCHINI
F/B/O CONCETTA DUCHINI**
c/o David V. Duchini

New York, New York 100

Attention: _____

Fax: 212/ _____

Easement Source: Indenture ("Blanket Indenture") from New York State Realty and Terminal Company to NYCRC dated June 8, 1932 and recorded June 10, 1932 in Liber 3829, Cp 383 (Parcel 19 in Indenture), as amended by Indenture from New York State Realty and Terminal Company to NYCRC dated November 4, 1957 and recorded November 13, 1957 in Liber 5020, Cp 177

19. 507-09 West 25th Street

Block 697 Lot 27

Owner: **NTJ ASSOCIATES**
508 West 26th Street
New York, New York 10011
Attention: Gloria Naftali
Fax: 212/ _____

Easement Source: Indenture ("Blanket Indenture") from New York State Realty and Terminal Company to NYCRC dated June 8, 1932 and recorded June 10, 1932 in Liber 3829, Cp 383 (Parcel 20 in Indenture)

20. 507-11 West 26th Street

Block 698 Lot 28

Owner: **26-10 CORP**
c/o HAG Realty
250 W. 26th St.
New York, New York 10011
Attention: Fred Spindler
Fax: 212/ _____

Easement Source: Indenture ("Blanket Indenture") from New York State Realty and Terminal Company to NYCRC dated June 8, 1932 and recorded June 10, 1932 in Liber 3829, Cp 383 (Parcel 21 in Indenture), as amended by Indenture from New York State Realty and Terminal Company to NYCRC dated November 13, 1957 and recorded December 2, 1957 in Liber 5021, Cp 383

21. 505 West 27th Street

Block 699 Lot 27

Owner: **509-511 WEST 27TH ST. LP**
6 Hemlock Road
Bronxville, New York 10708
Attention: Leonard Formato
Fax: 914/ _____

Easement Source: Indenture ("Blanket Indenture") from New York State Realty and Terminal Company to NYCRC dated June 8, 1932 and recorded June 10, 1932 in Liber 3829, Cp 383 (Parcel 22 in Indenture), as amended by Indenture from New York State Realty and Terminal Company to NYCRC dated June 9, 1959 and recorded June 12, 1959 in Liber 5080, Cp 455

22. 507-15 West 28th Street

Block 700 Lot 27

Owner: **MIDTOWN REALTY INC.**
319 Tenth Avenue
New York, New York 10001
Attention: _____
Fax: 212/ _____

Easement Source: Indenture ("Blanket Indenture") from New York State Realty and Terminal Company to NYCRC dated June 8, 1932 and recorded June 10, 1932 in Liber 3829, Cp 383 (southern portion of Parcel 23 in Indenture), as amended by Indenture from New York State Realty and Terminal Company to NYCRC dated September 14, 1959 and recorded September 23, 1959 in Liber 5092, Cp. 193

23. 506 West 29th Street
Owner: **LANCE ROSENBLATT**

Block 700 Lot 38

Fax: 212/

Easement Source: See above for Parcel 23

24. 511-13 West 29th Street
506-16 West 30th Street
518-22 West 30th Street

Block 701 Lot 30
Block 701 Lot 45
Block 701 Lot 52

Owner: **ABI KALIMIAN**
950 Third Avenue
New York, New York 10022
Fax: 212/

Easement Source: Indenture ("Blanket Indenture") from New York State Realty and Terminal Company to NYCRC dated June 8, 1932 and recorded June 10, 1932 in Liber 3829, Cp 383 (Parcel 24), as amended (for Block 701, Lots 45 and 52) by Indenture from New York State Realty and Terminal Company to NYCRC dated March 17, 1947 and recorded April 29, 1947 in Liber 4508, Cp 667

25. 501-57 West 30th St.

Block 702 Lot 50

Owner: **METROPOLITAN TRANSIT AUTHORITY**
347 Madison Avenue
9th Floor
New York, New York 10017
Attention: Anthony Semancik, Esq.
Fax: 212/878-1240

Easement Source: Deed from The Owasco River Railway, Inc. and Consolidated Rail Corporation (collectively, "Grantor") to Eastern Starr Associates, dated January 30, 1981, and recorded February 6, 1981, in Reel 554 Page 324, as corrected by Correction Deed from Grantor to Eastern Starr Associates dated March 2, 1983, and recorded March 24, 1983 in Reel 674, Page 1917

26. (No Street Address): South side
32nd St. Between 10th and 11th Aves.

Block 702 Lot 1

Owner **TRIBOROUGH BRIDGE AND TUNNEL
AUTHORITY**

New York, New York 100_
Attention: _____
Fax: 212/ _____

Easement Source: Deed from The Owasco River Railway, Inc. and Consolidated Rail Corporation (collectively, "Grantor") to Triborough Bridge and Tunnel Authority ("TBTA") dated December 15, 1980, and recorded December 17, 1980 in Reel 547 Page 1306, as corrected by Correction Deed from Grantor to TBTA dated August 12, 1981 and recorded September 14, 1981 in Reel 582, Page 1102, each as modified by Release of Easements from Consolidated Rail Corporation dated March 26, 1982 and recorded April 21, 1982, in Reel 619, Page 626

27. 320 12th Avenue

Block 676 Lot 3

Owner: **TRIBOROUGH BRIDGE AND TUNNEL
AUTHORITY**
[see Parcel 26]

Easement Source: Deed from the Owasco River Railway, Inc. and Consolidated Rail Corporation (collectively, "Grantor") to Triborough Bridge and Tunnel Authority dated December 15, 1980 and recorded December 17, 1980 in Reel 547 Page 1306, as corrected by Correction Deed from Grantor to TBTA dated August 12, 1981 and recorded September 14, 1981 in Reel 582 Page 1102, each as modified by Release of Easements from Consolidated Rail Corporation dated March 26, 1982 and recorded April 21, 1982 in Reel 619, Page 626

28. 651-59 West 33rd Street, a/k/a 651 12th Ave.

Block 679 Lot 1

Owner: **NEW YORK CONVENTION CENTER
DEVELOPMENT CORPORATION**
655 West 34th Street
New York, New York 10001-1188
Attention: Elizabeth Bradford, Vice President and
General Counsel
Fax: 212/216-2823

NY1 256083v2



EXHIBIT C-1

Southern Cut Line --- Cut Line of Girders

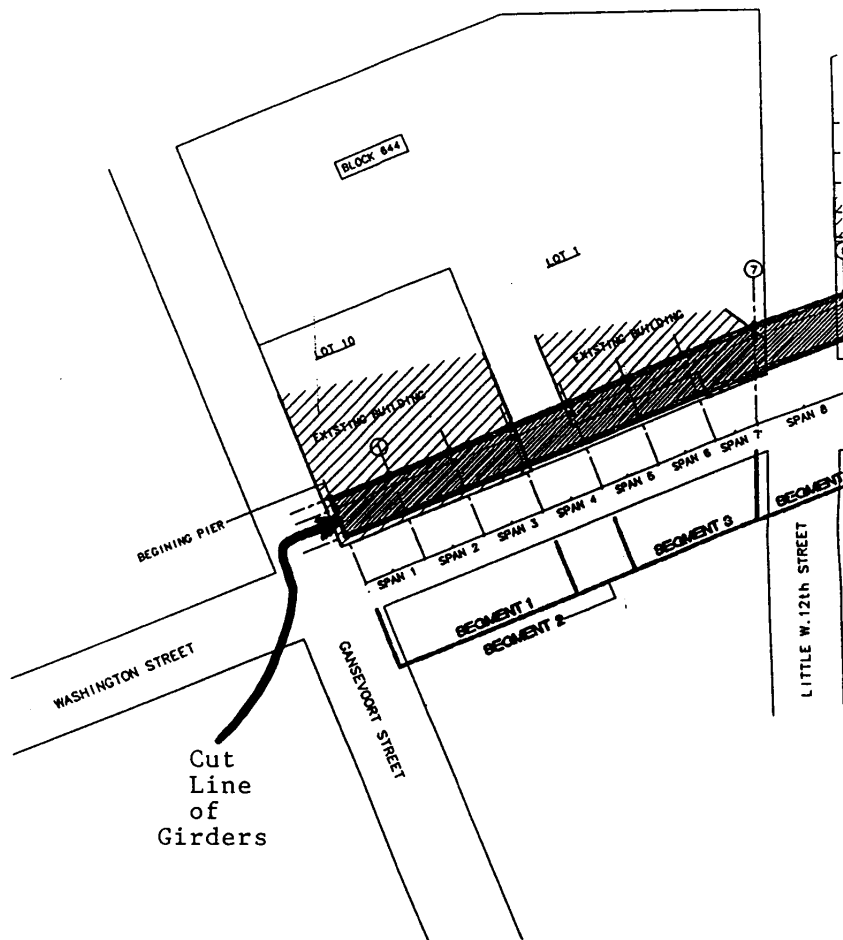




EXHIBIT C-2

Northern Cut Line --- Cut Line of Tracks

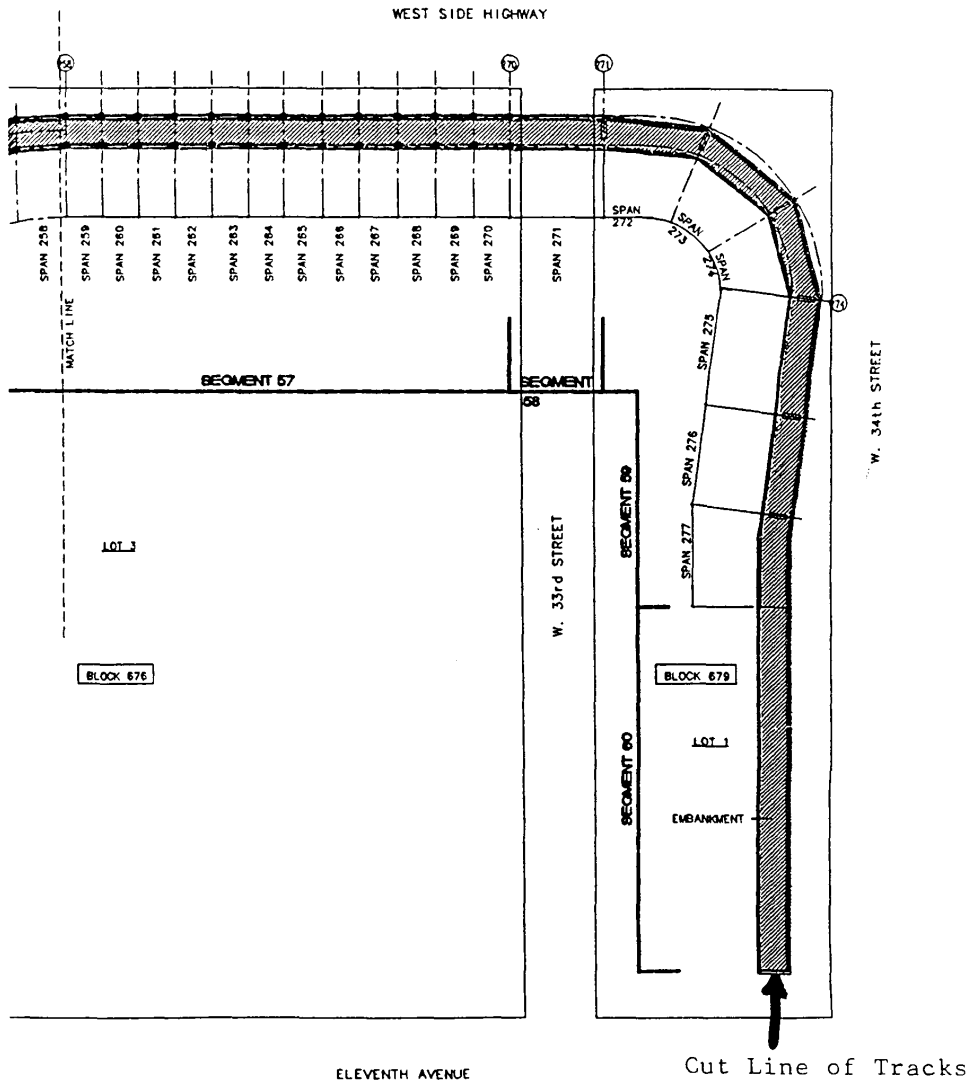




EXHIBIT D-1

Seasons Contracting Corp. and Bovis Lend Lease LMB Inc.
Demolition Agreement

DEMOLITION AGREEMENT

Demolition Agreement (this "Agreement"), dated as of _____, 2001, between Bovis Lend Lease LMB, Inc., a New York corporation ("Construction Manager"), having an office at 200 Park Avenue, New York, New York, as agent for and on behalf of Chelsea Demolition, Inc., a New York corporation ("CD") and the persons listed on Exhibit "A" annexed hereto and made a part hereof, having an address c/o Edison Properties, LLC, 100 Washington Street, Newark, New Jersey 07102, and Seasons Contracting Corp. ("Contractor") having its principal address at 2531 94th Street, North Bergen, New Jersey 07047.

RECITALS:

WHEREAS, neither the Highline Property Owners (as hereinafter defined) nor CD is in the business of demolition work nor are they experienced in such work, and

WHEREAS, the Highline Property Owners and CD recognize that demolition work is hazardous and wish to have such work performed only by an experienced and qualified party; and

WHEREAS, Contractor represents that it is experienced in demolition work, and further represents that its services are fit for CD's and the Highline Property Owners' particular purpose as set forth herein.

NOW THEREFORE, in consideration of the mutual covenants herein contained and intending to be legally bound hereby, it is agreed as follows:

1. PROJECT DEFINED

1.01 Contractor shall provide to the Highline Property Owners, under the supervision of Construction Manager all the labor, materials, equipment, tools, plants, machinery, services and supplies necessary for the demolition project to remove the 10th Avenue Highline Railroad trestle in New York City as more fully described in Appendix I attached hereto and made a part hereof ("Project"). It being understood that the Project is more fully described and set forth in plans and specifications and Scope of Work (as set forth in Appendix I attached hereto and made a part hereof) prepared by Engineer (as hereinafter defined) on behalf of Contractor, which are listed, dated and described on Appendix I attached hereto and made a part hereof, and which are incorporated in their entirety herein by reference as part of this Agreement. Subject to the prior written acceptance and approval of Construction Manager and CD, additional plans may be furnished by the Engineer from time to time as may become necessary to more fully explain and illustrate the manner in which the Project is to be carried out. All material and work that may be called for in the specifications, and not shown on the plans, or shown on the plans and not called for in the specifications, are to be furnished and executed as if described in both the plans and the specifications and the Scope of Work. Should any work or material not directly or indirectly denoted in the specifications or plans or Scope of Work be necessary for the proper carrying out of the obvious intentions

thereof, Contractor shall furnish any such material and do any such work as fully as if they were particularly delineated or described therein.

1.02 The Contractor acknowledges and agrees that this Agreement is a "Fixed Price Contract".

1.03 Whenever the term "Engineer" is used in this Agreement it means Darrell F. Alvarez, P.E., R.A., an employee of Gregory Comito & Associates ("Comito"), or such other person as the aforesaid Engineer may designate (in writing addressed to Contractor, Construction Manager and CD) as his authorized representative. For the purposes of this Agreement, Comito shall be the "Engineer of Record".

1.04 [INTENTIONALLY BLANK].

1.05 Whenever the term "Highline Property Owners" is used in this Agreement it means those persons or entities, collectively or individually, as the case may be, who own the real property over, across and through which the 10th Avenue Railroad trestle is located and are listed on Exhibit "A" hereto.

1.06 Chemicals shall be applied in a safe and professional manner so as not to create a safety hazard to the Highline Property Owners, Contractor, their agents, employees, or subcontractors, or to property, or to third parties and their property or interfere with the normal use and operations of the Highline Property Owners' property and business. Contractor shall not be required to apply chemicals in any situation that reasonably could create or result in hazardous conditions.

1.07 Contractor shall perform the project in a professional manner to the reasonable satisfaction and acceptance of Construction Manager and CD.

2. EQUIPMENT/RAIL OPERATIONS

2.01 At its sole expense, Contractor shall furnish all labor, materials, equipment, tools, plants, machinery, services and supplies necessary and appropriate to executing, demolishing and finishing the Project, in a substantial and workmanlike manner to the reasonable satisfaction and acceptance of Construction Manager and the Engineer.

2.02 Contractor shall, unless otherwise specified, furnish at its own cost, risk and expense all pumping, de-watering, capping, bailing, false-work, cribbing, sheet-piling, cofferdam, shoring, temporary bridging, scaffolding, or other temporary work of any name whatsoever required for the Project.

2.03 All equipment and work practices used to properly perform the work and complete the Project, including that used on the Highline Property Owners right-of-way or premises shall be safe, suitable and in good operating condition, shall comply with, and conform to, any and all Laws (as hereafter defined) for the maintenance, repair, and labor needed for equipment used by Contractor during the Project. Any equipment that Construction Manager or CD deems to be unsafe or unsuited for the Project site shall, upon Construction Manager's or CD's written instruction, be removed from the Project.

2.04 Contractor shall not place or permit advertisements without prior written consent of Construction Manager and CD. Contractor shall provide necessary sanitary facilities for employees on the Project whenever needed, properly screened from public observation and Contractor shall maintain and keep such facilities in a clean and sanitary condition satisfactory to Construction Manager and public authorities, and shall remove same when directed by Construction Manager or public authorities.

3. **COMPENSATION: ESTIMATES**

3.01 Any items that Contractor shall remove and/or relocate prior to the commencement of the Project shall be specified on Appendix I attached hereto and made a part hereof. All other items, debris, rubble brickwork, etc., which Contractor is required to remove under this Agreement not set forth on Appendix I hereto as being retained by one or more of the Highline Property Owners, shall become the property of Contractor at the time they are removable from the Project site as part of the compensation for the Project; these items and the payment referenced below shall be full consideration for this Agreement and shall constitute total and full compensation for the labor, materials, equipment, tools, plants, machinery, services and supplies and all other charges involved in completing the Project in accordance with the stipulations, provisions and requirements of this Agreement. Contractor shall accept and the Highline Property Owners, acting through Construction Manager and/or CD, shall pay the "Cost" as specified in Appendix I hereto.

3.02 Payments otherwise due may be withheld on account of defective work not remedied, liens filed, damage by Contractor to others not adjusted, or failure to make payments properly to sub-contractors or for material or labor.

3.03 Based upon applications for payment to Construction Manager, which applications shall include, among other things, lien releases and certifications from Engineer (all in form, substance and scope satisfactory to Construction Manager) and certificates of payment issued by Construction Manager to CD, Construction Manager shall make progress payments to Contractor within ten (10) business days after Construction Manager has actually received in hand such funds from CD which are specifically designated by CD for disbursement to Contractor. Each application for payment shall be made in the form required by Construction Manager and CD and shall be based on the most recent schedule of values submitted by Contractor and approved by Construction Manager and CD in writing. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as Construction Manager may require.

3.04 Contractor shall invoice Construction Manager for progress payments in the manner set forth in Section 4 hereof based on certificates of payment issued by Construction Manager. The total amount payable under this Agreement may not exceed the Total Value specified on Appendix I hereto ("Total Value"). In agreeing upon the price to be paid for the Project due consideration has been given to the fact that the work must be performed in a manner that will not interfere with the business operations of the Highline Property Owners and will enable the Highline Property Owners and their tenants, agents, employees or contractors, to perform other and contiguous work. Each segment of the Project shall have the respective value specified in Appendix I. No payment shall be

made to Contractor for work performed with respect to any segment, until the work required to be performed with respect to all preceding segments of the Project, is fully completed, and approved by CD and Construction Manager.

4. **INVOICING**

4.01 Contractor shall submit invoices using the AIA Document G702 "Application and Certificate for Payment" with AIA Document G703 "Continuation Sheet" detailing each segment's costs, as specified in Appendix I hereto, the work completed through the requisition date, together with (x) an affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with all work completed prior to and during the period covered by the immediately prior requisition have been paid or otherwise satisfied, (y) a list of contractors other than the Contractor, if any, whose work is covered by the requisition, indicating the amount requested on behalf of each such contract, and identifying any such persons which are associated contractors or affiliates of the Contractor, and, if so, in what respect; and (z) a reference that the requisition materials are being delivered pursuant to Section 6.1 of the Funding Agreement. Engineer shall certify the amount of the payment to CD and Construction Manager. In addition, daily reports, signed by the Contractor, and conditional lien waivers, in the format set forth in Schedule "B" attached hereto and made a part hereof, from each party providing labor or materials in connection with an invoice shall accompany all Applications and Certificates of Payment. Contractor acknowledges and agrees that CD on behalf of the Highline Property Owners intends to execute and deliver a funding agreement between itself and the Economic Development Corporation of New York City ("EDC") for funding the Project. The foregoing notwithstanding, neither the Contractor, nor any of its employees or subcontractors is or shall be deemed to be an agent, servant, employee or contractor of the City of New York or EDC by virtue of this Agreement or by virtue of any approval, permit, license, grant, right or other authorization given by the City of New York, EDC or any of their respective officers, officials, directors, members, agents or employees; and that the Contractor shall not commence any legal proceeding against the City of New York or EDC to recover any compensation which may be payable under this Agreement.

4.02 All moneys due to Contractor hereunder shall be paid by Construction Manager within thirty (30) days after Construction Manager's acceptance of the Application and Certificate for Payment and within ten (10) business days after Construction Manager has actually received in hand such funds from CD which are specifically designated by CD for disbursement to Contractor; provided, however, that Construction Manager shall withhold an amount equal to five percent (5%) of each invoice as retainage (the "Retainage"). The Retainage shall be paid to Contractor on a segment by segment basis by Construction Manager. Contractor may submit an Application and Certificate for payment for payment of the Retainage for that completed segment at any time after thirty (30) days after the final completion of said segment; provided, however, payment of the Retainage to Contractor shall be conditioned upon the submission by Contractor and any party providing labor or materials in connection the segment for which payment of retainage is sought, of a fully executed Segment Retainage Payment Release and Waiver in the format set forth in Schedule "C" attached hereto and made a part hereof.

Contractor may submit invoices only on the fifteenth (15th) and thirtieth (30th) of a calendar month.

4.03 Each original invoice and one copy shall be submitted to the address stated on Appendix I in the box marked "SEND INVOICE TO:."

4.04 Contractor acknowledges and agrees that (i) a portion of the Total Value shall be disbursed to CD and/or Construction Manager pursuant to the terms of that certain Funding Agreement (the "Funding Agreement") dated as of even date herewith, between CD and EDC (a copy of which has been reviewed by and is understood by Contractor and Construction Manager), (ii) the terms of this Agreement are subject to the terms of the Funding Agreement, and (iii) Contractor's obligations and responsibilities hereunder include the preparation and/or coordination of all documents, instruments and reports necessary for all disbursements of funds under the Funding Agreement and certifications of completion of the Project.

4.05 Notwithstanding anything to the contrary contained in this Agreement, Contractor acknowledges that Construction Manager is acting solely as agent for CD and not as principal. Payments to Contractor shall be made either directly by CD or otherwise only from funds which Construction Manager has actually received in hand from the CD and designated by CD for disbursement to Contractor. Contractor agrees to look solely to such funds for payment. Contractor understands and agrees that Construction Manager shall have no liability or responsibility for any reason whatsoever for any amounts due or claimed to be due to Contractor except to the extent that Construction Manager has actually received funds from CD specifically designated for disbursement to Contractor. To the extent permitted by law, receipt of these funds by Construction Manager shall be a condition precedent to Contractor's right to receive payment from Construction Manager. The risk of CD's non-performance shall be upon Contractor and not upon Construction Manager.

5. PERIOD OF PERFORMANCE

5.01 The Project shall be commenced and completed to Engineer's, Construction Manager's and CD's satisfaction, on or before the dates specified on Appendix I, unless otherwise modified, in writing by the parties, but in no event may Contractor deviate from the overall schedule set forth in Appendix I by more than thirty (30) days in the aggregate. The parties hereto agree that time is of the essence. Appendix I contains a detailed schedule for performance of the Project in a form acceptable to the Highline Property Owners, which schedule shall show the dates when work will be conducted on each of the properties owned by the Highline Property Owners and comply with all other scheduling requirements of this Agreement. With respect to scheduling work on each segment of the Project, Contractor shall (a) no later than sixty (60) days prior to commencing work on such segment, identify a two week time period when work on such segment is scheduled to commence, (b) no later than thirty (30) days prior to commencing work on such segment, identify a one week time period when work on such segment is scheduled to commence, and (c) no later than ten (10) days prior to commencing work on such segment, identify the actual dates, subject to Force Majeure (as hereinafter defined) when work will commence and the dates when the segments will need to be vacated.

5.02 If CD and Construction Manager concludes that the Project, or any segment of the Project, is not proceeding according to schedule, or becomes aware of the occurrence of any Breach of Contract (as defined in Section 32 herein) or any event (an "Incipient Breach") that with notice or lapse of time or both, would constitute a Breach of Contract, CD or Construction Manager may order that the Project or any segment of the Project be prosecuted in such a manner as to insure its completion within the time herein specified. If so required the Project shall be carried on night and day (including weekends and holidays) and additional labor and equipment will be supplied by Contractor in order to complete the Project within the time specified herein, and no extra charge shall be made by Contractor for such work.

5.03 If at any time Contractor shall refuse or neglect to prosecute the Project with a force sufficient, in the opinion of Construction Manager, to insure its completion within the time specified in this Agreement, or to furnish sufficient materials as needed for that purpose, an Incipient Breach shall exist and CD or Construction Manager may direct the employment of such additional equipment, laborers and foremen, and the purchase of sufficient materials, as it may deem necessary to perform the Project regardless of the cost of such wages and such prices and Contractor shall pay all persons so employed for their services and for all materials furnished. Any such amount may be paid by CD or Construction Manager at its option, and if so paid shall be a credit against the amount due Contractor pursuant to Section 3 hereof, without prejudice, however, to any remedy which CD or Construction Manager may have or may be entitled to have against Contractor for breach of this Agreement. The foregoing is not intended and shall not be deemed to limit or modify Contractor's status as an independent contractor.

6. **LIQUIDATED DAMAGES**

6.01 Since time is of the essence of this Agreement and CD, Construction Manager and the Highline Property Owners would suffer loss by the failure of Contractor to have said Project completed on or before the Completion Date (as defined in Appendix I hereof), and as it will be impossible to precisely compute the amount of such a loss, Contractor hereby expressly covenants and agrees to pay on demand to CD, for the benefit of the Highline Property Owners, \$2,000.00 per day (hereinafter referred to as Liquidated Damages) for each and every day (excluding Sundays and full-day legal holidays of the state of New York) after the Completion Date during or upon which the Project or any part thereof remains incomplete and unfinished. The Liquidated Damages specified herein are not a penalty but the best estimate of CD, Construction Manager and Contractor of the damages CD and the Highline Property Owners shall suffer for and on account of the failure of the part of Contractor to have the entire Project completed as of the Completion Date. Any sum which may be due CD as Liquidated Damages shall be deducted by CD from any balance which may be due Contractor when the Project shall have been finished and accepted as herein provided.

6.02 In the event that the failure to complete the Project or any part thereof on the Completion Date shall be due to a Force Majeure (as defined in Section 25 herein) or any act or omission of Construction Manager in violation of the terms of this Agreement, then so much of the delay as shall directly result from the Force Majeure or such act or

and discharge all persons engaged in the performance of the Project and such persons shall be under Contractor's supervision, direction and control. Contractor shall be subject to the general oversight and guidance of the Engineer and Construction Manager or whomever they may appoint, following the prior written approval of CD in each instance, in order to ensure safety and compliance with this Agreement. Under no circumstances shall this Agreement be interpreted as creating an employer/employee relationship between Contractor and CD or between Contractor and Construction Manager. Contractor shall not be treated as an employee of CD or Construction Manager for tax or any other purposes, and Contractor shall be responsible for the payment of its own estimated and self-employment tax, if any, for Federal Income Tax purposes. Contractor shall also be responsible for all tax withholdings of its employees.

9.02 Contractor hereby accepts full and exclusive liability for the payment of any and all contributions or taxes for unemployment insurance, medical and old age retirement benefits, pensions or annuities now, or hereinafter imposed under any state or federal laws which are measured by the wages, salaries or any other remuneration paid to persons employed by it on the Project. Contractor shall also indemnify and save harmless CD, Construction Manager and the Highline Property Owners from any such contributions or taxes or liability therefor, and further agrees to obey all lawful rules and regulations and to meet all lawful requirements which are now or hereafter may be issued or promulgated under said respective laws by duly authorized local, state or federal officials.

9.03 Contractor shall at all times be represented on the Project by a competent superintendent who shall be satisfactory to the Engineer and Construction Manager. Copies of approved plans shall be kept on the Project site at all times. Contractor shall assign personnel with demonstrated competence and experience in the type of work specified in this Agreement. The credentials of such personnel shall be submitted to Construction Manager and CD for review should Construction Manager or CD so request. The foregoing is not intended, and shall not be deemed, to limit or modify Contractor's status as an independent contractor, as provided herein.

9.04 Contractor warrants and represents that no director, officer, employee or agent of Construction Manager, CD or any Highline Property Owner is a director, officer, employee or agent of Contractor or any subsidiary or affiliate of Contractor, or vice versa, and that, to the knowledge and belief of the executing officer of Contractor, no director, officer, employee or agent of Construction Manager, CD or any Highline Property Owner, or any subsidiary or affiliate of CD or any Highline Property Owner owns any stock or has a substantial interest in Contractor.

9.05 Engineer, having written and revised the Technical Specifications which are incorporated in the Scope of Work, approved by Construction Manager, CD and each Highline Property Owner, shall certify to Construction Manager, CD and each individual Highline Property Owner that the demolition work on each segment has been completed in accordance with the Technical Specifications and the Scope of Work and all applicable Laws. Contractor shall pay Engineer as a sub-contractor for all inspections, supervision and professional services necessary for the completion of the demolition work and certifications required herein. Payment of Engineer by Contractor shall not affect the

right of Construction Manager, CD and the Highline Property Owners to rely on certifications of the Engineer. Whenever conditions present a conflict or potential conflict of the independence of the Engineer, Engineer shall communicate the conflict or potential conflict to Construction Manager in writing. Construction Manager shall either: (i) render a decision with the approval of CD after consulting with Contractor, or (ii) solicit an independent New York State Professional Engineer for advice and counsel and then render a decision with the approval of CD. Costs associated with retaining an independent New York State Professional Engineer shall be charged to the Contractor. Contractor understands and agrees that any errors and omissions by Comito or the Engineer, are the sole and exclusive responsibility of Contractor and Contractor shall not be entitled to any reimbursement for expenses it incurs due to damage or delay arising from such errors or omissions of Comito or the Engineer. Contractor, at its sole cost and expense, shall cause Comito and Engineer to take any and all actions required under this Agreement and any applicable Laws.

9.06 Contractor shall provide an insurance certificate for professional liability insurance (including, without limitation, errors and omissions) for the Engineer, which certificate of insurance shall name CD, the Highline Property Owners and Construction Manager as additional insureds with respect to the Project.

9.07 Notwithstanding anything to the contrary contained in this Agreement, Contractor acknowledges and agrees that mutuality of obligation, consideration and privity of contract exists solely between CD and Contractor. Therefore, Contractor also acknowledges that: (i) Construction Manager is acting solely as agent and not as principal; (ii) all services rendered and instructions issued by Construction Manager are solely as agent for CD and for CD's benefit; (iii) there is no privity of contract between Contractor and Construction Manager; and (iv) there are no duties of any kind whatsoever owed by Construction Manager to Contractor. To the maximum extent permitted by law, under no circumstances will Contractor look to or make any claim against Construction Manager. It is acknowledged that the relationship created by this Agreement is solely between CD and Contractor.

10. **DIRECTIONS, EXPLANATIONS, DISCREPANCIES**

10.01 Only those directions, explanations, superintendence, and instructions expressly set forth in this Agreement to be given by the Engineer may be given by the Engineer (and countersigned by Construction Manager), all other instructions and directions shall be given in writing by Construction Manager and CD. It is also agreed that the functions and powers of any individuals designated by the Engineer as his representatives are limited to the monitoring of Contractor's operations in executing the Project pursuant to this Agreement, and that no authority is given the said Assistant Engineers or Inspectors to make, permit or authorize, and they are hereby expressly prohibited from making, permitting, or authorizing any alterations, changes or departures in or from the terms and provisions of this Agreement or said plans and specifications. No alterations may be made without CD's and Construction Manager's prior written consent as set forth in Section 11 herein. Neither CD nor Construction Manager makes any representation as to the points, grades, levels or other physical conditions of the locality of the proposed Project.

10.02 Contractor acknowledges that it has examined the Project and is familiar with the physical condition thereof, and agrees to demolish the Project "AS IS", "WHERE IS", and "WITH ALL FAULTS". Except as otherwise expressly provided herein, Contractor acknowledges that neither CD, Construction Manager nor the Highline Property Owners have made and do not make any representation as to the physical condition, layout, square footage, suitability for any particular purpose, environmental condition, operation or any other matter or thing affecting or relating to the Project or this Agreement. Contractor further acknowledges and agrees that any information provided or to be provided with respect to the Project by CD, Construction Manager or the Highline Property Owners was obtained from a variety of sources and that neither CD, Construction Manager nor the Highline Property Owners have not made any independent investigation or verification of such information and make no representations as to the accuracy or completeness of such information. Neither CD, Construction Manager nor the Highline Property Owners shall be liable for any failure to investigate the Project nor shall they be bound in any manner by any verbal or written statements, representations, appraisals, environmental assessment reports, or other information pertaining to the Project or the operation thereof, furnished by CD or by any of the Highline Property Owners or Construction Manager, or any agent, representative, employee, or other person acting on CD's or Construction Manager's behalf, except for the representations and warranties of CD or Construction Manager expressly set forth in this Agreement. It is understood and agreed that this Agreement is subject to the foregoing.

11. **CHANGES; MODIFICATIONS**

11.01 CD, with the written consent of the Highline Property Owners, if required, and without invalidating or terminating this Agreement, may, at any time, make such changes in the amount of work to be done or in the quality of the material to be used as in the opinion or recommendation of Construction Manager may be necessary ("Changes"). If any such Changes shall diminish the quantity of work to be done, (i) they shall not constitute a claim for damages or for anticipated profits on the work that may be so dispensed with, and (ii) the Total Value shall be decreased by an amount equal to the portion of any segment of the work set forth on Appendix I not performed. If the amount of work on the Project as a result of such Changes shall be increased, then except as otherwise expressly set forth hereafter, such increase shall be paid for as an extra item at a price to be agreed upon, in writing, prior to the commencement of such extra work in accordance with the provisions of paragraph 11.02 of this Section.

11.02 (A) Changes requested by CD or Construction Manager shall be set forth in a writing signed by CD and Construction Manager (a "Change Request").

(B) Promptly upon receipt of a Change Request, Contractor shall submit a signed statement in a form and detail satisfactory to CD and Construction Manager ("Contractor's Statement"), which Contractor's Statement shall set forth, with suitable quantity takeoffs by trades and work classifications, and using a unit price and/or other costing method acceptable to CD and Construction Manager, Contractor's estimate of cost or savings to be incurred or realized by the implementations of the Changes. All costs listed in the Contractor's Statement shall be at the lowest price obtainable for, and shall

reflect the most economical manner of affecting, the Changes. Contractor's Statement shall specify the impact such proposed Changes shall have on the schedule for completion of the Project.

(C) If CD and Construction Manager approve Contractor's Statement by countersigning the same and delivering a signed copy thereof to Contractor, the same shall constitute a supplemental agreement hereto (a "Supplemental Agreement"). Except as otherwise expressly provided in this Paragraph 11, Contractor hereby expressly covenants and agrees that it shall not, under any circumstances, or for any reason whatsoever, make any Changes unless and until such Changes have been memorialized in a Supplemental Agreement.

(D) If CD or Construction Manager shall dispute any of the items set forth in the Contractor's Statement, then, in such event, Construction Manager and/or CD shall give Contractor written notice (the "Dispute Notice") of (i) those items in the Contractor's Statement which CD or Construction Manager disputes, (ii) those items in the Contractor's Statement which CD and Construction Manager do not dispute, and (iii) whether CD or Construction Manager desires that Contractor perform any portion of the Changes shown on the Change Request (x) corresponding to a non-disputed item, or (y) corresponding to a disputed item.

(E) If a Dispute Notice shall direct Contractor to perform any portion of the Changes shown on the Change Request corresponding to a non-disputed item, that portion of the Contractor's Statement which relates to the non-disputed item, together with CD's and Construction Manager's written and signed direction to Contractor to perform any portion of the Changes shown on the Change Request corresponding to the non-disputed items, as set forth in the Dispute Notice, shall constitute a valid Supplemental Agreement with respect to such non-disputed items, and Contractor shall promptly undertake to perform the same.

(F) If a Dispute Notice shall direct Contractor to perform any portion of the Changes shown on the Change Request corresponding to a disputed item, such Dispute Notice shall be deemed a notice of demand for prompt resolution of the subject matter of the dispute by the mutual agreement of the parties, failing which it shall be resolved by a court of competent jurisdiction. Notwithstanding the foregoing, Contractor shall promptly undertake to perform and pursue prosecution of the portion of the Changes shown on the Change Request corresponding to the disputed item during the pendency of any such resolution, and the determination reached by mutual agreement or rendered by such court of law relative to the disputed item, together with CD's and Construction Manager's direction to Contractor to perform the portion of the Changes shown on the Change Request corresponding to the disputed item, as set forth in the Dispute Notice in question, shall constitute a valid Supplemental Agreement. For purposes of this subparagraph (F) of this paragraph 11.02 only, however, such Supplemental Agreement shall not, without a corresponding determination reached by mutual agreement or rendered by the court, as the case may be, obligate any Highline Property Owner to pay any additional monies to Contractor, and if applicable, shall not extend the date for performance of the Project, except to the extent so determined by the parties or ordered

by the court. During the pendency of any such dispute, Contractor shall not be entitled to receive payments on account of costs incurred by Contractor in performing the portion of the Changes shown on the Supplemental Agreement corresponding to the disputed item.

11.03 If at any time, any Highline Property Owner requests that Contractor perform any work not set forth in the Scope of Work, then, in such event, Contractor may perform such requested work if, and only if, (a) such requested work is performed pursuant to a separate agreement between Contractor and such Highline Property Owner, at such Highline Property Owner's sole cost and expense, and (b) such requested work does not interfere with or otherwise adversely affect Contractor's performance hereunder.

11.04 All modifications of this Agreement must be approved in writing in advance by CD and Construction Manager.

11.05 Contractor represents and warrants that (i) it has reviewed the proposed terms, covenants, conditions, plans and specifications for the Project, and (ii) it takes full responsibility for their adequacy for the Project.

11.06 Contractor hereby expressly covenants and agrees that it shall not under any circumstances or for any reason whatsoever, make any claim or demand for any (i) extra compensation or compensation for additional or extra work in excess of the Total Value stated in this Agreement, except such extra compensation as may be specified in a Supplemental Agreement, or (ii) extension of the scheduled completion date of the Project, except as specified in a Supplemental Agreement.

12. CLAIMS

12.01 If at the time of Contractor's acceptance of any payment made by CD or Construction Manager under this Agreement, or under any Supplemental Agreement, Contractor shall deem itself to be entitled to make any claim or demand against or payments from CD or Construction Manager other than or additional to, the compensation expressly stipulated in and by the written agreement or agreements, Contractor shall at the time of its acceptance of such payment give notice in writing to CD and Construction Manager, specifying such claim or demand, the ground thereof, and the amount thereof. Contractor's acceptance of any payment under this Agreement, or under any Supplemental Agreement without previously or concurrently giving such notice in writing to CD and Construction Manager shall constitute conclusive and indisputable evidence that at the time of such acceptance thereof Contractor was not entitled to claim, demand, or have from CD or Construction Manager either then or thereafter, any payments or compensation not expressly stipulated in and by the written agreement.

13. NOTICE

13.01 All notices, demands, requests, consents and waivers in any manner relating to, or affecting the obligations of Contractor, CD or Construction Manager under this Agreement (excluding, however, all shop drawings, plans and other similar field correspondence which shall be addressed to both the Engineer and Construction Manager and certified by the Engineer) shall be in writing, shall refer to this Agreement and shall

be (i) delivered personally, (ii) sent by registered or certified mail, postage prepaid, return receipt requested, (iii) sent by a nationally recognized overnight courier for next day delivery, or (iv) sent by telecopier, with written confirmation of the receipt of such telecopy, addressed to such party as set forth in Subsection 13.02 below. If delivered personally, any notice shall be deemed to have been given on the first (1st) business day on or after the date delivered or refused. If mailed, any notice shall be deemed to have been given on the earlier to occur of the first (1st) business day on or after the date of delivery or the third (3rd) business day after such notice has been deposited in the U.S. mail in accordance with this Section 13. If sent by overnight courier, any notice shall be deemed to have been given on the first (1st) business day on or after the date following the date such notice was delivered to or picked up by the courier. If sent by telecopier, any notice shall be deemed to have been given (I) on the first (1st) business day on or after the date sent, if confirmation of receipt hereof is given on or before 5:00 p.m. (New York City time), or (II) on the next business day, if confirmation of receipt thereof is given after 5:00 p.m. (New York City time).

13.02

If to Contractor:

Seasons Contracting, Corp.
2531 94th Street
North Bergen, NJ 07407
Attention: Salvatore Carucci, President
Telecopy: (201) 861-1118

If to Construction Manager or CD:

Bovis Lend Lease LMB, Inc.
200 Park Avenue
New York, New York 10166
Attention: Richard Stafford
Telecopy: (212) 592-6744

and

Chelsea Demolition Inc.
c/o Edison Properties LLC
100 Washington Street
Newark, New Jersey 07102
Attention: Michael Lefkowitz, Esq.
Telecopy: (973) 643-2256

with a copy to

Gibson, Dunn & Crutcher LLP
200 Park Avenue
New York, NY 10166
Attention: David J. Furman, Esq.
Telecopy: (212) 351-4035

and

Bovis Lend lease Holdings, Inc.
200 Park Avenue
New York, NY 10166
Attention: Michael Feigin
Telecopy: (212) 592-6997

13.03 Notwithstanding anything to the contrary contained herein, any notice to be given to Contractor hereunder shall be sufficiently given by delivery to its foreman or agent, or, prior to completion or termination of the Project, by posting it in a conspicuous place at or near the place of performance of the Project.

14. **TRANSPORTATION**

14.01 Contractor shall provide, pay for any and all costs and expenses in connection with, and be liable for all transportation for men, labor, materials, equipment, tools, plants, machinery, services and supplies to and from the Project and for the transportation of all debris and refuse created in connection with the work from the Project to a proper disposal site.

15. **COMPLIANCE WITH LAWS**

15.01 In performing the work, Contractor shall comply with all applicable federal, state and local statutes, rules, regulations, ordinances, court orders and all lawful orders of any governmental authority (collectively "Laws"), including, without limitation, laws and regulations: (i) pertaining to environmental protection, use, waste and disposal of chemicals and other hazardous substances; and (ii) prohibiting discrimination on grounds of race, color, national origin or sex. In disposing of debris, refuse and other materials (including, but not limited to, any associated hazardous substance, hazardous waste, toxic substance, pollutants, contaminants or waste (collectively, "Contaminant")) from the Project, Contractor shall use only duly permitted and authorized handlers, landfills, transporters and disposal sites. Contractor shall prepare and sign all documents needed for the disposal and transportation of such debris, refuse and other materials, and shall be the party that generates and arranges for the disposal of such debris, refuse and other materials. Contractor and Engineer shall provide "Certifications of Compliance" and similar certificates necessary or appropriate or required by any Laws.

15.02 Contractor shall obtain and pay for any and all environmental identification numbers, environmental permits or environmental fees for the Project and all other charges, licenses and permits of any kind related to the performance of the Project. The Highline Property Owners, at their sole cost and expense, shall secure all initial alteration

permits. Contractor, at its sole cost and expense, shall renew and/or extend any such permits. Contractor shall provide all necessary notices and notifications when due together with the discharge of any fees, expense or penalties associated therewith, now or hereafter required by any state, federal, or local government or agency, which relates to this Agreement (including but not limited to the Project), whether it be required of Contractor, Construction Manager, CD or a Highline Property Owner. If by law any such notification is required of Construction Manager, CD or a Highline Property Owner, Contractor at its expense will do any and all things required to be done by Construction Manager, CD or a Highline Property Owner in connection with the notice procedures. Upon request, Contractor shall provide CD and Construction Manager with proof of any of the foregoing. If, however, such notice or notification may be made only by CD or a Highline Property Owner, Contractor shall timely notify CD and Construction Manager and shall reimburse CD, upon demand, for all expenses and payments made by CD or a Highline Property Owner in compliance with such notice procedure. TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL BE RESPONSIBLE FOR AND PROTECT, INDEMNIFY, DEFEND AND HOLD CD, CONSTRUCTION MANAGER AND EACH INDEMNITEE (AS DEFINED IN SECTION 24.02 BELOW) HARMLESS FROM ANY AND ALL COSTS, SUITS, CLAIMS, LIABILITIES, DAMAGES, ACTIONS, EXPENSES (INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND THE FEES OF EXPERTS AND INVESTIGATION), JUDGMENTS, FINES, PENALTIES AND LOSS OF EVERY KIND WHATEVER, WHICH MAY ARISE OR RESULT FROM OR BY REASON OF THE ACTUAL OR ALLEGED VIOLATION OF, ANY APPLICABLE LAWS DURING CONTRACTOR'S PERFORMANCE HEREUNDER.

15.03 Contractor warrants that the performance of this Agreement, as of the date of its execution, is not prohibited by, or in violation of, (i) any Laws, (ii) any indenture or other agreement to which Contractor or its principals or affiliates are a party or (iii) any of Contractor's organizational documents.

15.04 Contractor further warrants that Contractor has not violated or been cited for the violation of any federal, state, or local laws, regulations, ordinances, or agency or court orders. Prior to the execution of this Agreement, Contractor shall provide to CD and Construction Manager an affidavit setting forth a list and explanation in detail of every conviction, judgment, decision, violation, citation, order, or decree issued to or entered against Contractor and subsidiaries, affiliates and entities, under its control, relating to, arising from or based upon any enforcement action pertaining to any applicable Laws. The affidavit shall cover the period commencing five years prior to the execution date of this Agreement.

15.05 Contractor shall, with the assistance of the CD and Construction Manager, obtain all Department of Transportation permits and approvals for the closing of streets where such closure is necessary for the Project (it being understood and agreed that the Total Value includes a line item to reimburse Contractor in the maximum amount of \$55,000 in the aggregate for Sam Schwartz to assist Contractor in obtaining street closing permits from, and related matters associated therewith, the New York City Department of Transportation). Contractor and not CD or Construction Manager, shall be responsible for

any delays or postponements in the closing of any streets required for completion of the Project and for coordinating such street closures.

15.06 Contractor agrees to comply with the New York State Labor Law including §§ 220, 221-a, 220-b, 220-d, 220-f, 222-a and 223, as amended and supplemented. In conformity with those sections, Contractor agrees that no laborer, workman or mechanic in the employ of Contractor, subcontractor or other person doing or contracting to do the whole or a part of the labor shall be permitted or required to work more than eight hours in any one calendar day, nor more than five days in any one week, except in cases of extraordinary emergency as defined in § 220 of the Labor Law; and further that the wages to be paid for a legal day's work to all classes of laborers, workers or mechanics involved in the labor or upon any material to be used upon or in connection therewith shall be not less than the prevailing rate (at the time the work is performed) for the trade or occupation in the locale wherein the physical work is being performed, and shall be paid in cash; and that each laborer, worker or mechanic shall receive the wages and supplements provided for in said § 220 of the Labor Law. In obedience to the requirements of § 222-a of the Labor Law, Contractor further agrees that if the provisions of the said section are not complied with, this Agreement shall be void.

16. **EASEMENTS FOR PROJECT**

16.01 Contractor represents and warrants that Contractor has reviewed the Master Agreement by and among the Property Manager and the Highline Property Owners and Contractor confirms and agrees that the easements over the property owned by the Highline Property Owners and other rights granted to the Property Manager thereunder together with the license granted by the City of New York over the property owned by the City of New York are sufficient for Contractor to complete the Project as specified in this Agreement.

17. **JOB SITE**

17.01 Contractor shall provide and maintain at its own cost and expense, a good and safe job site. Contractor shall install such paths and facilities at the expense of Contractor and in a manner which reasonably limits interference with the business and other activities of the Highline Property Owners.

17.02 Contractor shall not perform any work on the Highline or part thereof (including, without limitation, any "Exempted Segment" (as defined in the Master Agreement)) unless and until Contractor, at Contractor's sole cost and expense, shall have in place a safety program (i) approved, in writing, by the Engineer of Record and Construction Manager, and (ii) delivered to CD and the Highline Property Owners.

17.03 Contractor shall keep up such temporary fences on or about the Project as shall be necessary for the protection of (i) the Highline Property Owners and their employees, invitees and licensees, (ii) persons working on or about the Project, (iii) the general public, and (iv) as may be required by Laws.

18. **USE OF COMPLETED WORK**

Except as prohibited in the Scope of Work, the Highline Property Owners may, prior to the completion of the Project and the acceptance thereof by CD and Construction Manager, enter upon and use any portion of the Project owned by such Highline Property Owner without any compensation whatever to Contractor for such use and without any compensation or payment whatever to Contractor for any delay in the Project caused by such use. Such taking possession and use shall not be deemed an acceptance of the Project so taken and used or of any part thereof. Contractor shall be responsible for the security, care and custody of each and every segment of the Highline that is under its control.

19. **TRANSFERS/ASSIGNS**

19.01 This Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns, provided that Contractor shall not sell, subcontract, assign, delegate or otherwise transfer this Agreement or any of its rights or obligations without the prior written consent of CD and Construction Manager.

19.02 No approved assignment, letting, transfer or subcontract, whether for labor or material or both, shall under any circumstances relieve Contractor of its obligations or liabilities under this Agreement or have any bearing on the granting or refusing of an extension of the Completion Date. Contractor shall give personal attention and supervision to the Project.

19.03 The parties hereto acknowledge and agree that CD, on behalf of itself and the Highline Property Owners, is and shall be deemed to be entitled (i) to all of the benefits of this Agreement, and (ii) to enforce any and all of the terms of this Agreement, including, without limitation, separately and independently from any other person.

20. **INSPECTION**

20.01 All materials of every description used under this Agreement shall be new and first quality unless otherwise specified. All materials and workmanship pursuant hereto shall be of the grade specified, and where quality or grade is not specified shall be of the best for the purpose that can be obtained. Material and work shall at all times be open to the inspection, acceptance, or rejection by the Engineer and/or Construction Manager and of such person or persons as either or both may designate to represent them. If any material for the Project be condemned by the Engineer or Construction Manager as unsuitable, Contractor shall forthwith remove said material from the Project at his own expense, and replace it with material deemed suitable by the Engineer and Construction Manager. No omission or failure on the part of the Engineer or Construction Manager to disapprove or reject any work, material, or any part of the Project at the time of a monthly or other estimate, or during the inspection of the Project shall be construed to be an acceptance of any defective work, material, or part of the Project. Contractor shall be required to correct any imperfect work whenever discovered before the final payment is made for the Project. If any work hereunder is condemned by the Engineer or Construction Manager

as defective or improperly done, such defective or improper work shall be redone or the defects otherwise remedied by Contractor, at its sole expense, as the Engineer and/or Construction Manager may direct; in default thereof the same may be done by CD or Construction Manager at Contractor's expense. The provisions of this section shall apply to work done by subcontractors as well as to work done by direct employees of Contractor.

21. **WARRANTY**

21.01 Contractor warrants that the Project shall be performed in a safe and effective manner and when completed the Highline over each Highline Property Owner's segment shall be completed as and to the extent provided herein and in Appendix I hereto. Contractor, without cost to CD or Construction Manager, shall, at any time, before or after completion of the Project, promptly remedy any defects due to faulty materials or to Contractor's failure to fulfill any of his obligations under this Agreement. This obligation is without prejudice to any other rights or remedies afforded by law to CD or Construction Manager in the event of Breach of Contract by Contractor.

21.02 Contractor shall save each Indemnitee (as defined in Section 24.02) and their customers and any third party harmless from any injury, loss, damage or expense whatsoever, as set forth in Section 24 hereof, howsoever arising, which may be suffered as a result of or in connection with a breach of any of these warranties.

22. **PATENTS**

22.01 Contractor shall pay all royalties and license fees necessary for the performance of the Project. Contractor shall defend at its own expense any action brought against an Indemnitee (as defined in Section 24.02) to the extent that such action claims that any equipment, process, or technique used in the performance of the Project infringes a patent, copyright or similar property right of any person, business entity, association, country, nation, or organization. Contractor shall pay any costs and damages finally awarded against such Indemnitee and employers.

23. **INSURANCE**

23.01 Contractor shall procure and maintain insurance policies for the Project which are substantially in the form annexed hereto and made a part hereof as Exhibit "C".

24. **INDEMNITY**

24.01 Contractor represents that it is familiar with all factors affecting the Project. CD and/or Construction Manager has provided Contractor with the environmental information about the Project identified on Schedule "A" annexed hereto and made a part hereof. As between CD, Construction Manager and Contractor, Contractor shall assume all responsibility for any and all loss or damage arising out of the nature of the Project or from any unforeseen obstructions, difficulties or conditions which may be encountered in the prosecution of the same, or from the action of the elements, or from encumbrances on

the line of the Project or from any act or omission not authorized by this Agreement on the part of Contractor or any person or agent employed by it.

24.02 To the extent permitted by law, Contractor shall indemnify, defend, save and hold each Highline Property Owner, CD, Construction Manager, Conrail, CSX, NYCLLC, EDC, their respective partners, parents, affiliates, agents, officers, employees, officials, members, directors and anyone else acting for or on behalf of any of them (including, without limitation, any entity controlled by, under common control with or controlling NYCLLC, or EDC, including, without limitation, Conrail shareholder Norfolk Southern Corporation) (herein collectively called "Indemnitees") harmless from and against all liability, damage, loss, claims, demands and actions of any nature whatsoever which arise out of or are connected with, or are claimed to arise out of or be connected with (i) the performance of the Project by the Contractor, or any act or omission of Contractor, its respective agents, employees, officers, directors or subcontractors (as the case may be), (ii) the failure to demolish and remove the Highline in accordance with all applicable Laws and this Agreement notwithstanding the existence or any payment and/or performance bonds, and/or (iii) the actual cost of the Project.

24.03 Contractor expressly understands and agrees that any performance bond or insurance protection required by this Agreement, or otherwise provided by Contractor, shall in no way limit the responsibility to indemnify, save and hold harmless and defend the Indemnitees as herein provided.

24.04 Contractor shall bear any expense, whether incurred or paid, of any Indemnitee because of any claim or other matter indemnified against hereunder, including reasonable attorneys' fees and court costs in the defense of, or preparing for the defense against any such claim. If any such claim has not been settled or discharged when the Project is finished, final settlement between the Contractor and CD and Construction Manager and final payment of the Total Value and the acceptance of the Project shall be deferred until any such claim is paid or settled. At the request of any Indemnitee, the Contractor, at its own expense, shall assume the defense, on behalf of such Indemnitee, of any such claim; provided, however, that any attorney employed in such defense must be satisfactory to such Indemnitee.

25. **FORCE MAJEURE**

25.01 Contractor shall not be liable to CD or Construction Manager for damages with respect to any late completion of Project due to the following causes: acts of God; acts of the Government of the United States or any State or political subdivision thereof; acts of public enemy; an industry-wide strike beyond Contractor's reasonable control; unreasonable acts of Construction Manager which Contractor could not avoid or reasonably anticipate and which prevent Contractor from progressing with the work; and fires, explosions or other like catastrophes caused by forces outside Contractor's reasonable control (together with any Severe Weather Force Majeure (as hereinafter defined) collectively "Force Majeure"), provided, however, that Contractor notifies CD and Construction Manager within three (3) days in writing of the occurrence of a Force

Majeure and the period of time which Contractor anticipates that the Force Majeure will delay completion of the Project. Provided that Contractor shall have provided all of the notices of an event of Force Majeure required hereunder and Construction Manager, in its sole discretion, shall determine to grant such delay, the time allowed for performance under Section 5 of this Agreement shall be extended by a period of time equal the Force Majeure delay. Contractor shall not be entitled to any increase in the Total Value on account of any Force Majeure Delay. Contractor's inability to perform thereafter in accordance with this extended schedule shall place Contractor in Breach of Contract and all remedies of Section 32 hereof shall be applicable. If, when Contractor notifies CD and Construction Manager of a Force Majeure, Contractor also notifies CD and Construction Manager of its inability to complete the Work on or before the Completion Date, then Contractor shall not be liable to CD or Construction Manager for damages with respect to any non-completion of the Project on or before the Completion Date due to the Force Majeure. LABOR DISPUTES, THE INABILITY OR FAILURE TO OBTAIN THE INSURANCE REQUIRED HEREUNDER, A SHORTAGE OF ANY OF THE MATERIALS OR SUPPLIES NECESSARY FOR THE WORK, A BREAKDOWN OF MACHINERY, OR FAILURE TO SECURE LEGAL PERMISSION TO HAVE ANY STREETS CLOSED AS NECESSARY TO PERFORM OR COMPLETE THE WORK, SHALL NOT CONSTITUTE A FORCE MAJEURE HEREUNDER.

25.02 In addition to delays due to reasons of Force Majeure as listed above, Construction Manager may also grant Contractor a severe weather Force Majeure delay (a "Severe Weather Force Majeure Delay") when warranted by extreme weather conditions in Construction Manager's reasonable judgment. Contractor shall request in writing a temporary Force Majeure delay from Construction Manager and Construction Manager, in its sole discretion, shall determine whether to recommend to CD that such a delay be granted. Extreme weather conditions shall include any combination of factors such as precipitation, wind speed, temperature, or other conditions that act or combine to create unsafe working conditions for Contractor, its employees, subcontractors, or for the Highline Property Owners, any Segment of the Project, neighboring properties, or the general public. If a Severe Weather Force Majeure Delay is granted, Contractor shall use its best efforts, including the use of weekend or overtime hours, to minimize any delay to those Highline Property Owners for whom Contractor had scheduled work on their Segment on a fixed date. The granting of a Severe Weather Force Majeure Delay shall not extend the overall Project completion date unless Construction Manager requests in writing and CD approves in writing such an extension, it being agreed that the scheduled completion date contains built-in allowances for time lost due to bad weather except in the most severe instances.

25.03 In addition to delays due to reasons of Force Majeure and Severe Weather Force Majeure Delay as listed above, Construction Manager may also grant Contractor a Force Majeure delay (a "Property Owner Force Majeure Delay") when warranted if a Highline Property Owner does not provide access to its property after Contractor has complied with all of the terms, covenants and conditions on Contractor's part to be observed or performed under this Agreement (including, without limitation, under Section 5.01 hereof and Section 31.01 hereof) in Construction Manager's reasonable judgment. Contractor shall request in writing a temporary Force Majeure delay from Construction Manager and

Construction Manager, in its sole discretion, shall determine whether to recommend to CD that such a delay be granted. If a Property Owner Force Majeure Delay is granted, Contractor shall use its best efforts, including the use of weekend or overtime hours, to minimize any delay to any other Highline Property Owner for whom Contractor had scheduled work on their Segment on a fixed date. Notwithstanding anything contained in this Agreement, at law, in equity or otherwise to the contrary, (i) Contractor shall not create or permit to be created or to remain undischarged any lien, encumbrance or charge on account of any Property Owner Force Majeure which might be or become a lien or encumbrance or charge upon the property or premises of Construction Manager, CD or any Highline Property Owner (other than the Highline Property Owner which directly caused the Property Owner Force Majeure Delay), or any portion thereof, or of the income therefrom or the funding from this Agreement, or (ii) Contractor shall not be entitled to any increase in the Total Value on account of any Property Owner Force Majeure Delay, it being understood and agreed that Contractor shall retain its rights under clause (i) above and the right to seek actual damages (specifically excluding consequential or punitive damages) from the Highline Property Owner which directly caused the Property Owner Force Majeure Delay in question.

25.04 Except for the causes specifically listed above in this Section 25, no other cause or causes of delay shall give rise to an extension of time to perform the Work. The granting of an extension is conditioned upon Contractor's timely submission of written notices described in this Section. Contractor expressly agrees not to make, and hereby waives, any claim for damages, including those resulting from increased labor or material costs, on account of any delay, obstruction or hindrance for any cause whatsoever, whether or not foreseeable and whether or not anticipated including but not limited to the aforescribed causes, and agrees that the sole right and remedy therefor shall be an extension of time, provided the requisite condition as to written claim has been met.

25.05 Contractor shall not be allowed an extension of time unless Contractor has established to Construction Manager's and CD's satisfaction that the delay claimed by Contractor is to a portion of the Work on the critical path of completion of the Work.

25.06 It is emphasized that no monetary recovery may be obtained by Contractor for delay. Time extensions for delay are limited to the specific causes set forth in Section 25 and, then, only upon compliance with the notice and proof requirements of this Section.

25.07 It is specifically agreed by Contractor that under no circumstances will Contractor look to or make any claim against Construction Manager or CD for the consequences of any delay resulting from directions given or not given by Construction Manager, including scheduling and coordination of the Work or resulting from Engineer's preparation of drawings and specifications or review of shop drawings.

26. **MATERIALS, SUPPLIES AND EQUIPMENT PURCHASED BY CONTRACTOR**

26.01 Contractor shall advise CD and Construction Manager in advance in writing of all subcontracts made for labor, materials, equipment, tools, plants, machinery, services and supplies to be used for the Project, giving the date of subcontract, name of party with

whom made, and date agreed upon for delivery of material covered thereby. Contractor shall be liable for all acts and omissions of any subcontractor as if those acts and/or omissions were by Contractor. As part of each certificate of payment, Contractor shall submit a certificate with respect to each subcontractor and material man substantially in the form annexed hereto and made a part hereof as Exhibit "D".

27. **TAXES; LABOR & MATERIAL PAYMENTS**

27.01 Contractor shall pay and discharge when due all license, notification, permit, taxes related to disposal, and registration fees, together with any penalties or interest applicable thereto, now or hereafter imposed by any state, federal or local government, which relate to this Agreement, whether it be payable by or assessed to Contractor, Construction Manager, CD or any Highline Property Owner; provided, however, that if under local law or custom such payments may be made only by the Highline Property Owner of the property affected, Contractor shall promptly notify CD and Construction Manager and shall reimburse CD and Construction Manager, upon demand, for all payments thereof made by such Highline Property Owner. If by law any such license, notification, permit, tax or registration fee is billed to a Highline Property Owner, Contractor at its expense shall do any and all things required to be done by such owner in connection with such procedure including the billing or payment thereof. Upon request, Contractor shall provide CD, Construction Manager and such Highline Property Owner with proof of payment of any of the foregoing.

27.02 Contractor shall be responsible for the prompt payment for, including but not limited to, any liabilities arising out of or in connection with this Agreement, all labor, freight charges and other transportation costs, equipment rental, costs for temporary facilities, supplies and material furnished for any part of the Project, whether such work is done directly by Contractor or by any subcontractor for Contractor. In the event Contractor fails to pay for such labor, freight charges and other transportation costs, equipment rental, costs for temporary facilities, supplies or material promptly after payment is due, CD and Construction Manager shall have the right to apply any funds which may be or might become payable to said Contractor or any subcontractor to the payment of such liabilities, and the amount of such payments shall be considered and accepted as payment pursuant to this Agreement.

27.03 Contractor shall not create or permit to be created or to remain undischarged any lien, encumbrance or charges (arising out of the Project or materials or supplies furnished or delivered by Contractor, or any subcontractor, mechanic, laborer or materialman or any mortgage, conditional sale, security agreement or chattel mortgage, or otherwise by or for Contractor) which might be or become a lien or encumbrance or charge upon the property or premises of Construction Manager, CD or any Highline Property Owner, or any portion thereof, or of the income therefrom or the funding from this Agreement. Contractor shall not suffer any other matter or thing whereby the estate, rights and interests of Construction Manager, CD or any Highline Property Owner in the Project or any portion thereof, or in the property or premises of Construction Manager, CD or any Highline Property Owner, might be impaired. If any lien or notice of lien on account of an alleged debt of Contractor or any notice of contract by a party engaged by Contractor

final estimate is made and the Project in its entirety is accepted as complete under this Agreement.

28. **REMOVAL OF RUBBISH**

28.01 Contractor shall be responsible for the removal and proper discarding of all rubble, equipment, materials, supplies, chemicals, Contaminants and other debris. All surplus materials, staging, false-work, refuse, tools and/or debris that may accumulate on or about the Project and premises occupied by Contractor during the term of this Agreement shall be removed by Contractor from time to time, upon notification by Construction Manager that such items are interfering with the operation, management, maintenance or safety of the premises of the Highline Property Owners or with the business or traffic of the same, and in case of termination of the Project prior to completion thereof, if notified by Construction Manager to do so. Upon completion of the Project, Contractor shall remove all of its plant equipment, tools and supplies and all surplus material, temporary structures, staging, false-work, refuse and debris from the premises of the Highline Property Owners and clean up the same to the satisfaction of Construction Manager, failing which, CD or Construction Manager may do so (or cause to be performed) at the expense of Contractor.

28.02 Contractor shall comply with all applicable federal, state and local Laws, including, but not limited to, the Resource, Conservation and Recovery Act (42 U.S.C. § 6901 et seq.) and the Toxic Substances Control Act (15 U.S.C. § 2601 et seq.) and all other Laws pertaining to the generation, transportation, treatment, storage and disposal of Contaminants, including, but not limited to, solid, hazardous and municipal wastes.

28.03 Contractor has been informed by CD and Construction Manager of the possible existence of lead paint, asbestos containing material, and creosotes on the structure which is the subject of this contract. Contractor acknowledges that in addition to its responsibilities under paragraph 15.01 and 28.01 of this Agreement, Contractor must comply with all Laws relating to the demolition, removal, containment, storage, disposal and any other related activities pertaining to lead paint, asbestos containing material, and creosotes.

29. **EXAMINATION AND AUDIT**

29.01 The Contractor shall:

a) During the term of this Agreement and for three calendar years after final payment is made to Contractor under this Agreement, or such longer period as may be required for final disposition of the items mentioned in subparagraph (c) below, establish and maintain relevant books, records, payroll records, receipts, documents, papers and any other data or information which support and substantiate the charges made to and payments received from CD or Construction Manager under this Agreement.

b) During the term of this Agreement and for three calendar years after final payment is made to Contractor under this Agreement, unless a longer period of time is required in order to comply with subparagraph (c) below, permit CD, Construction Manager, EDC or

the City of New York or their respective duly authorized representatives to have access to and the right to examine any relevant books, records, documents, papers, receipts, and any other data or information of Contractor relating to this Agreement.

c) With respect to (1) litigation or the settlement of claims arising out of the performance of this Agreement, or (2) charges by Contractor to which CD or Construction Manager takes exception, CD's and Construction Manager's right of access and examination, as well as the duty of Contractor under subparagraph (a) and/or (b) above, shall continue until disposal of such litigation, claims or exception.

29.02 Contractor shall furnish CD and Construction Manager, if required, such itemization or subdivision of all sums for which it bills CD or Construction Manager for work done under this Agreement as may be desirable for accounting or other purposes.

30. **GRADING**

30.01 At the completion of the Project, prior to each payment hereunder, Contractor shall finish the surface of any land or improvements on which the Project took place to a safe and useable condition as required by the plans and specifications set forth on Appendix I hereto, and shall restore the streets and sidewalks in accordance with applicable New York City Department of Transportation regulations.

31. **UTILITY DISCONNECT**

31.01 Contractor shall take all necessary precautions, and comply with all applicable Laws, including but not limited to Code 53 notification, to ensure that all utility lines (including, but not limited to, gas, water, oil, electric, telephone, and cable lines), are properly disconnected in accordance with all applicable Laws during performance of this Agreement and at completion of the Project. Contractor shall not be responsible for disconnecting any utilities attached or installed in the vicinity of the Highline structure by any of the Highline Property Owners or their tenants. Contractor shall assist each Highline Property Owner in identifying which utilities on such Highline Property Owner's property must be disconnected prior to the commencement of any work by Contractor on such property. Each Highline Property Owner shall disconnect all utilities attached to or installed in the vicinity of the Highline prior to the start of demolition work on their property and shall verify such disconnection to Contractor in writing in a letter (the "Utility Notification Letter") substantially in the form attached as Exhibit "E" attached hereto and made a part hereof. Contractor shall not commence any demolition work on any segment until receipt of the Utility Notification Letter. If a Highline Property Owner fails to promptly deliver the Utility Notification Letter as set forth herein, then Contractor shall send a further written notice to such Highline Property Owner, which notice shall include another copy of the Utility Notification Letter and include the following statement in bold and capitalized letters: **"YOU ARE HEREBY ADVISED THAT SEASONS CONTRACTING HAS NOT YET RECEIVED THE UTILITY NOTIFICATION LETTER ATTACHED TO THIS NOTICE. FAILURE TO DELIVER THE UTILITY NOTIFICATION LETTER WITHIN TWO (2) BUSINESS DAYS TO SEASONS CONTRACTING AT 2531 94TH STREET, NORTH BERGEN, NEW**

JERSEY 07047, MAY RESULT IN LIABILITY TO YOU UNDER THE TERMS OF THE MASTER AGREEMENT AS A RESULT OF SUCH NON-DELIVERY."

31.02 Contractor shall have no obligation or responsibility to remove any traffic signals required to be removed by any governmental or quasi-governmental agency.

32. **BREACH**

32.01 Any of the following events shall constitute a Breach of Contract ("Breach of Contract") hereunder:

- a) Contractor (i) fails to complete the Project within the time specified herein or any extension thereof; (ii) refuses or fails to supply enough properly skilled workers or proper materials; (iii) fails to make payment to subcontractors or material men for labor, materials, equipment, tools, plants, machinery, services and supplies in accordance with the respective agreements between Contractor and the subcontractors and/or material men and any other parties which, as a result of Contractor's failure to pay, have the right to file liens or otherwise encumber the interests of Construction Manager, CD or the Highline Property Owners or funding under this Agreement; and/or (iv) persistently disregards Laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or
- b) Contractor fails to perform any of the other provisions of this Agreement and does not cure such failure within a period of five (5) days (or such longer period as CD and Construction Manager may have authorized in writing) after receipt of notice from CD or Construction Manager specifying such failure; or
- c) Contractor makes any representation or warranty of a material fact herein or any certificate or statement furnished to CD or Construction Manager pursuant to or in connection with this Agreement which shall prove untrue in any material respect as of the date of issuance or making thereof; or
- d) A petition for reorganization under Title 11 of the United States Code, as now constituted or as hereafter amended, shall be filed by or against Contractor and, (unless such petition shall have been dismissed, nullified, stayed or otherwise rendered ineffective, but then only so long as such stay shall continue in force or such ineffectiveness shall continue) all the obligations of Contractor under this Agreement shall not have been and shall not continue to remain duly assumed in writing, pursuant to a court order or decree, by a trustee or trustees appointed (whether or not subject to ratification) in such proceeding in a manner so that such obligations shall have the same status as expenses of administration and obligations incurred by such trustee or trustees within thirty (30) days after such appointment or within sixty (60) days after such petition shall have been filed, whichever shall be earlier; or
- e) Any other proceedings shall be commenced by or against Contractor for any relief under any bankruptcy or insolvency laws, or laws relating to, or which might result in, any modification of the obligations of Contractor hereunder under such laws, or

laws relating to the relief of debtors, readjustments of indebtedness, reorganizations, arrangements, compositions or extensions (other than a law which does not permit any readjustments of the obligations and performances due hereunder), and (unless such proceedings shall have been dismissed, nullified, stayed or otherwise rendered ineffective, but then only so long as such stay shall continue in force or such ineffectiveness shall continue) all the obligations of Contractor under this Agreement shall not have been and shall not continue to remain duly assumed in writing pursuant to a court order or decree, by a trustee or trustees or a receiver or receivers appointed (whether or not subject to ratification) for Contractor or for the property of Contractor in connection with any such proceeding in a manner so that such obligation shall have the same status as expenses of administration and obligations incurred by such a trustee or trustees or receiver or receivers, within thirty (30) days after such appointment or sixty (60) days after such proceedings shall have commenced, whichever shall be earlier. Upon the occurrence of a Breach of Contract, CD or Construction Manager at its option may:

- 1) Proceed by appropriate court action or actions either at law or in equity to enforce performance by Contractor of the applicable covenants of this Agreement or to recover damages for the breach thereof (it being understood and agreed that neither CD, any Highline Property Owner, the Construction Manager nor Contractor (or its subcontractors, agents or material men) shall be permitted to proceed with any court action or similar proceeding with respect to the period of performance by Contractor until the Project is complete); or
- 2) By notice in writing to Contractor, terminate this Agreement, whereupon all rights of Contractor hereunder shall absolutely cease and terminate as though this Agreement had never been made, but Contractor shall remain liable as herein provided; thereupon if CD or Construction Manager has made payment to Contractor, Contractor shall refund all such payments to CD or Construction Manager, as the case may be, and CD or Construction Manager may, by their respective agents, subject to compliance with all mandatory requirements of law, enter upon the premises of Contractor or the premises where any of Contractor's equipment or supplies may be and take possession of all or any of such equipment or supplies and thenceforth hold, possess, sell, operate, lease to others and enjoy the same free from any rights of Contractor or its successor or assigns, to use such equipment for any purpose whatsoever and without any duty to account to Contractor for such action or inaction or for any proceeds arising therefrom, but CD and Construction Manager shall, nevertheless, have a right to recover from Contractor any and all payments or other amounts which under the terms of this Agreement may be then due or which may have accrued to the date of such termination; or
- 3) Declare this Agreement terminated, and upon written notice thereof to Contractor, enter upon and take possession of the Project employ persons and purchase materials, tools, and equipment suitable for completion thereof, or contract with any other person or persons for its completion. Upon completion thereof, if the cost of such completion shall aggregate more than the unpaid

balance of the amount designated in this Agreement as Total Value, that sum shall be paid by Contractor to CD. CD and Construction Manager shall be entitled to take possession of, apply and use all materials, machinery, scaffolding, appliances, tools and implements, at or about the Project which are necessary or suitable therefor for the completion of the Project. The rights and remedies of CD and Construction Manager provided herein shall not be exclusive but are cumulative and are in addition.

33. **WAIVER**

33.01 No omission or delay by CD or Construction Manager in enforcing any right or remedy or in requiring performance of any of the terms of this Agreement shall constitute or be deemed to constitute a waiver of any such right or remedy, nor shall it in any way affect the right of CD or Construction Manager to enforce such provisions thereafter unless such right or remedy is specifically waived by CD and Construction Manager in writing. No single or partial exercise by or of any right or remedy hereunder shall preclude any other or further exercise thereof or the exercise of any other right or remedy.

34. **APPLICABLE LAW**

34.01 This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York.

35. **SEVERABILITY**

35.01 If any provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity of all other provisions hereof shall in no way be affected thereby.

36. **NON-EXCLUSIVITY**

36.01 Contractor acknowledges that nothing in this Agreement shall be construed to give Contractor exclusive rights to perform the type of Project identified in this Agreement, or any other service, for CD or Construction Manager. CD and Construction Manager specifically reserves the right to enter into agreements with other contractors to perform similar, supplemental, additional or other services as deemed appropriate in the sole opinion of CD or Construction Manager, as the case may be.

37. **HEADINGS**

37.01 Section headings are for convenience only and shall not be construed as part of this Agreement.

38. **SURVIVAL**

38.01 The indemnities and assumptions of liability and responsibility provided in this Agreement, shall continue in full force and effect notwithstanding the termination or

cancellation of this Agreement or any attachment hereto whether by expiration of time, by operation of law or otherwise.

39. **ENTIRE AGREEMENT**

39.01 This Agreement, together with all Schedules and Exhibits attached hereto, constitutes the entire agreement between the parties and supersedes all previous understandings relating to the Project.

40. **UNDERSTANDING OF REQUIREMENTS**

40.01 The parties hereby distinctly and expressly declare and acknowledges that, before the signing of this Agreement, they have carefully read the same, and the whole thereof, together with and in connection with said plans and specifications, and that they have made such examination of this Agreement and of said plans and specifications, the location where said work is to be done, the nature of the work required to be done, and the material required to be furnished, as to enable them to thoroughly understand the intention of the same, and the requirements, covenants, agreements, stipulations and restrictions contained herein and in said plans and specifications. Contractor shall not hereafter make any claim or demand upon CD or Construction Manager based upon or arising out of any alleged misunderstanding or misconception on its part of the said requirements, covenants, stipulations, and restrictions; and that any information (other than through a Supplemental Agreement), given to Contractor by the Engineer, CD, Construction Manager or others as to the quantities in the Project, prior to, or during the progress of the Project, shall have no bearing or effect whatsoever upon the total amount to be paid for, in the final settlement.

41. **SUBMITTALS AND SHOP DRAWINGS**

Contractor shall provide to Construction Manager and CD a schedule of submittals in advance of the Project, which schedule must be reasonably acceptable to Construction Manager and CD. All submittals, shop drawings and changes to the drawings contained in Appendix I attached hereto shall be stamped and signed by Engineer.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed by their duly authorized officials as of the date first written above.

CONTRACTOR:
SEASONS CONTRACTING, INC.

CONSTRUCTION MANAGER:
BOVIS LEND LEASE LMB, INC., ACTING
AS AGENT FOR CHELSEA DEMOLITION,
INC.

By: _____

By: _____

Type Name: _____

Type Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

APPENDICES, EXHIBITS, & SCHEDULES

Appendix I Scope of Work; Schedule; Segment-by-Segment Cost; Total Value.

Exhibit "A" List of Highline Property Owners.

Exhibit "B" Form of Performance and Payment Bonds.

Exhibit "C" Form of Insurance.

Exhibit "D" Form of subcontractor and material man certificates.

Exhibit "E" Form of Utility Notification Letter.

Exhibit "I" Form of Final Release.

Schedule "A" Environmental Information.

Schedule "B" Form of Daily Report and Conditional Lien Waiver.

Schedule "C" Form of Segment Retainage Payment Release and Waiver.

Appendix I

Scope of Work; Schedule; Segment-by-Segment Cost; Total Value.

Exhibit "A"

List of Highline Property Owners.

Exhibit "B"

Form of Performance and Payment Bonds.

Exhibit "C"
Form of Insurance.

Exhibit "D"

Form of subcontractor and material man certificates.

Exhibit "E"

Form of Utility Notification Letter

Exhibit "1"

Form of Final Release

Form of Final Release and Waiver

The undersigned, Seasons Contracting Corp, a _____ corporation, having an address at 2531 94th Street, North Bergen, New Jersey 07047 (hereinafter called "Contractor"), for and in consideration of the Final Payment of \$ _____ hereby acknowledges that it has been paid in full for all labor and materials furnished in connection with that certain Demolition Agreement (the "Agreement") dated _____, 2001, by and between Bovis Lend Lease LMB, Inc. ("BLL"), as agent for Chelsea Demolition, Inc. and the Highline Property Owners identified in the Agreement (collectively, "Owner") and Contractor for the demolition of the 10th Avenue Highline Railroad trestle in New York City (the "Property") as more particularly described in the Agreement.

Contractor hereby agrees to irrevocably waive and release forever Owner and BLL, their successors and assigns of and from any and all actions, causes of actions, claims, liens and rights to liens upon the Property, and demands of whatsoever nature or character which said Contractor now has or ever has had against Owner, BLL or their successors and assigns and which shall or may arise out of work undertaken or done in connection with the Agreement and the demolition of the Property.

Contractor hereby represents and warrants that all bills for labor, materials, licenses, and other expenses for which Owner or BLL might be liable or for which a lien might be filed by any subcontractor of any tier retained directly or indirectly by Contractor to furnish labor or materials under and/or pursuant to the terms of said Contract will be fully satisfied and paid promptly after Contractor's receipt of final payment referred to above and in consideration thereof, pursuant to and in accordance with the provisions of said Contract, Contractor also hereby covenants and agrees, for itself, its successors and assigns, that it and they, and each of them, shall and will save harmless Owner, BLL and their successors and assigns from and against any and all suits, actions, claims, liens, or demands of laborers, mechanics, materialmen or others, which in any way may arise out of, or be incidental to, work undertaken or done under and/or pursuant to said Contract.

If, after the aforesaid Final Payment, any claims or liens are made against Owner in connection with work performed or materials used by Contractor, or any subcontractor or supplier of Contractor, or anyone directly or indirectly employed by any of the foregoing, with respect to such work, then Contractor shall, within 20 days receipt of such notice of such claim or lien, discharge such claim or lien by payment, bonding or otherwise. If Contractor fails so discharge said claim or lien, then Contractor shall indemnify Owner and BLL, hold Owner and BLL harmless and defend Owner and BLL, by counsel acceptable to Owner and BLL in their sole and absolute discretion, from and against all costs and expenses thereof, including, without limitation, the cost of discharging any claims or liens, all legal and court fees, and any other expenses, costs, or charges incurred therefrom.

The person signing on behalf of Contractor represents and warrants that he is duly authorized and empowered to sign and execute this release on behalf of Contractor.

IN WITNESS WHEREOF, Contractor has caused this instrument to be duly executed this ____ day of ____, ____.

SEASONS CONTRACTING CORP.

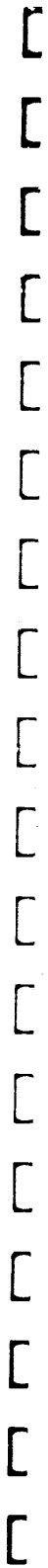
By: _____
Name: _____
Title: _____

STATE OF _____)
ss:
COUNTY OF _____)

Be it remembered, that on this __ day of _____, 2001, before me, the subscriber, in and for said county, personally appeared _____, _____ of _____, who I am satisfied is the person who signed the within instrument, and he/she acknowledged that he/she signed and delivered the same as such officer aforesaid, and that the within instrument is the voluntary act and deed of such corporation, made by virtue of authority of its board of directors.

Witnesseth my hand and seal.

Notary Public



Schedule "A"
Environmental Information.

Form of Daily Report and Conditional Lien Waiver

Schedule "C"

Form of Segment Retainage Payment Release and Waiver

Form of Interim Release and Waiver

The undersigned, Seasons Contracting Corp, a _____ corporation, having an address at 2531 94th Street, North Bergen, New Jersey 07047 (hereinafter called "Contractor"), hereby acknowledges that it has been paid in full for all labor and materials furnished through and including _____ in connection with that certain Demolition Agreement (the "Agreement") dated _____, 2001, by and between Bovis Lend Lease LMB, Inc. ("BLL"), as agent for Chelsea Demolition, Inc. and the Highline Property Owners identified in the Agreement (collectively, "Owner") and Contractor for the demolition of the 10th Avenue Highline Railroad trestle in New York City (the "Property") as more particularly described in the Agreement.

Contractor hereby represents and warrants that from and after its receipt of payment under "Requisition" No. _____ dated _____, in the aggregate amount of \$ _____ that all bills for labor, materials, equipment and services that it has used or supplied, and other expenses for which Owner or BLL might be liable or for which a lien might be filed by any sub-contractor of any tier retained directly or indirectly by Contractor to furnish labor or materials for work covered under said Requisition have been paid or will be fully satisfied and paid promptly after Contractor's receipt of payment referred to above.

In consideration of the foregoing payment, Contractor agrees to irrevocably waive and release forever Owner, BLL, their successors and assigns, of and from any and all actions, causes of actions, suits, claims, liens and rights to liens upon the Property, demands of laborers, mechanics, materialmen or others, and demands of whatsoever nature or character which said Contractor, any sub-contractor of any tier retained directly or indirectly by Contractor to furnish labor or materials for work covered under said Requisition, now has or ever has had against Owner, BLL or their successors and assigns and which shall or may arise out of, or be incidental to, work covered under said Requisition and undertaken or done in connection with the Agreement and the demolition of the Property.

This Waiver and Lien Release applies to all facts, acts, events, circumstances, changes, constructive or actual delays, accelerations, extra work, disruptions, interferences and the like which have occurred, or may be claimed to have occurred, prior to the effective date hereof, excepting only any claims currently unresolved for which written notice has been provided to Owner _____ and BLL _____ as follows:

The person signing on behalf of Contractor represents and warrants that he is duly authorized and empowered to sign and execute this release on behalf of Contractor.

IN WITNESS WHEREOF, Contractor has caused this instrument to be duly executed this ____
day of _____, _____.

SEASONS CONTRACTING CORP.

By: _____
Name: _____
Title: _____

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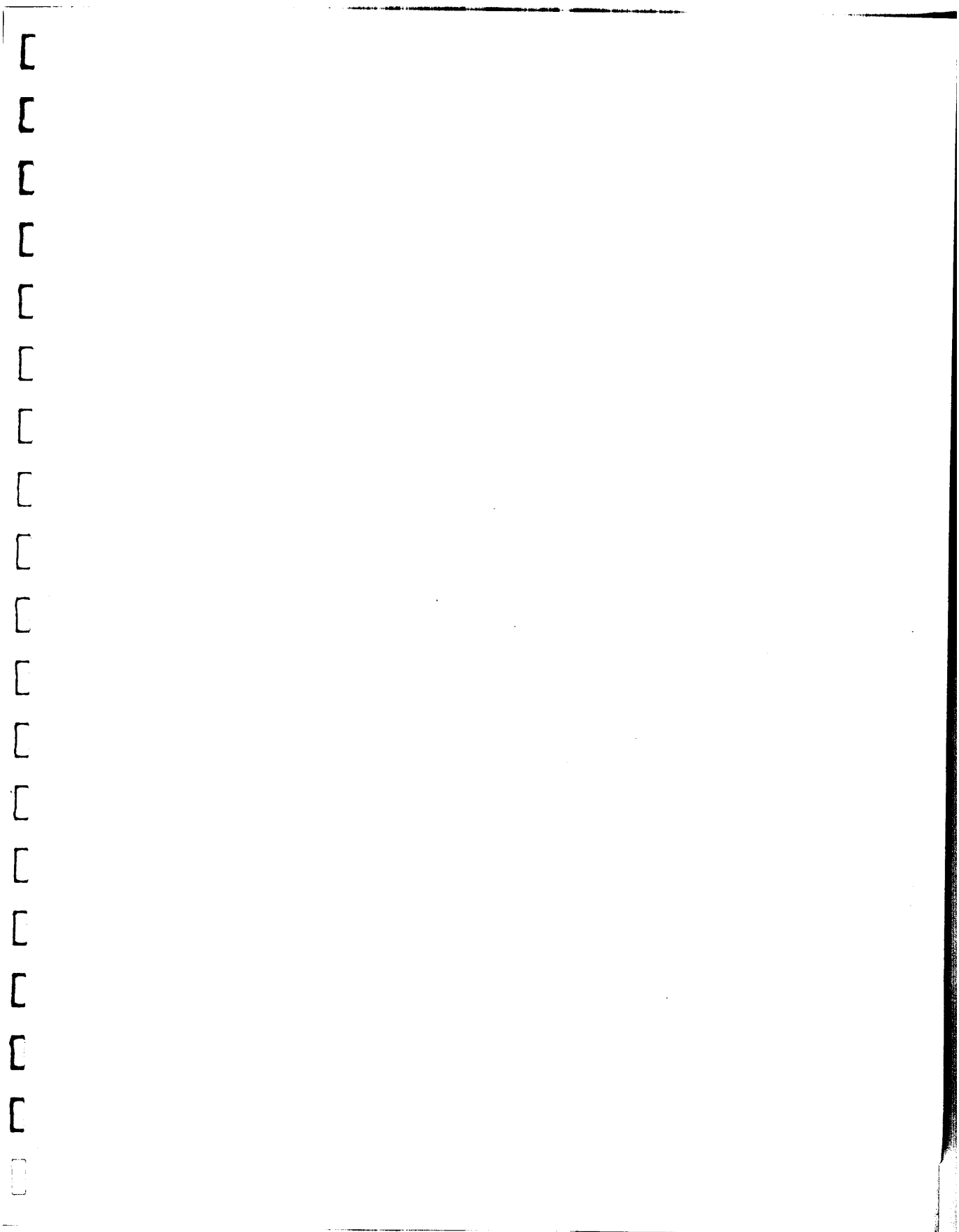


EXHIBIT D-2

Bovis Lend Lease LMB, Inc., with Chelsea Demolition, Inc.
Construction Management Agreement

_____, 2001

Mr. Michael Lefkowitz
Vice President
Chelsea Demolition, Inc.
c/o Edison Properties, LLC
100 Washington Street
Newark, NJ 07102

Re: Highline Elevated Railway Demolition Project

Dear Mr. Lefkowitz:

We are pleased at the opportunity to perform work for Chelsea Demolition, Inc. (the "Owner") and the persons listed on Schedule "1" annexed hereto and made a part hereof (the "Property Owners") and are willing to commit ourselves to the successful completion of this project. The project is the Highline Elevated Railway Demolition Project located west of 10th Avenue from Little West 12th Street to 34th Street, New York, NY (the "Project"). We understand that you wish us to enter into an agreement, as your agent, with Seasons Contracting Corp. ("Seasons") to provide all work, labor, services, materials, supplies and equipment required to complete the Project (the "Work") pursuant to an agreement in the form attached hereto and made a part hereof (the "Subcontract") as Exhibit A. You desire us to assist you in completion of the Project by supervising and monitoring the performance of the Subcontract, and by providing a domestic sister company guaranty, in the form attached as Exhibit B, guaranteeing performance of this Agreement (including, without limitation, the obligation of Seasons under the Subcontract to complete the Project for the Total Value subject to and in accordance with the terms of the Subcontract), and therefore, the Work.

This letter, when signed by a duly authorized representative of Owner, will serve as the Agreement pursuant to which you are engaging Bovis Lend Lease LMB, Inc. (the "Construction Manager"), as of the date of this letter, to act as your agent and Construction Manager in the manner and to the extent set forth below in respect to and for the duration of the Project.

As your Construction Manager, we will provide the following services (hereinafter collectively, the "Services"):

- We will enter into the Subcontract as your agent and, notwithstanding such agency, we hereby (i) assume the Subcontract, as contractor, and Seasons' obligations under the Subcontract, and (ii) agree to complete the Project for the Total Value (as defined in the Subcontract) subject to and in accordance with the terms of the Subcontract;
- We will enforce the terms of the Subcontract in accordance with your written instructions (which may be based on our recommendations);
- We will prepare and/or coordinate all documents, instruments and reports necessary for disbursement of funds under that certain Funding Agreement between New York City Economic Development Corporation ("EDC") and Owner (the "Funding Agreement") in the form attached hereto and made a part hereof as Exhibit B;
- We will provide scheduling information that outlines construction activities, punch list, occupancy dates, design information and Owner decisions as needed;

- We will monitor and report on the progress and cost of construction through Project closeout;
- We will manage and supervise the work of Seasons so that it performs its work in accordance with the requirements of the Subcontract with respect to, among other things, Scope of Work, the Project Schedule and the Total Value. We will negotiate and process Change Orders with Subcontractor on behalf of Owner and/or the Property Owners;
- We will provide Oversight of the Work. It is understood that we will not be on site at all times that the Work is in progress. "**Oversight**" means maintaining a regular on site presence to monitor progress of the Work with specific responsibilities to include, without limitation: Monitoring Seasons in its coordination with the City of New York (and other governmental and quasi-governmental agencies) and all of the separate Property Owner entities; Monitoring progress of the Work on a day-to-day basis including regular evaluation of staffing, job progress, and Project Schedule compliance; Notifying Seasons of observed deficiencies or discrepancies; Advising Owner of delays, or defaults by Seasons; Monitor and assist Seasons and Owner's retained permit consultant in obtaining all required NYC DOB licenses and permits; Monitoring and maintaining copies of Season's records of actual Work performed, weather conditions, progress, project status, and similar items; Reviewing Seasons-prepared schedules and performing schedule progress checks; Assisting in resolving delays; Preparing and reviewing weekly status reports and monthly Project Progress Reports with Owner; Reviewing and negotiating any requests for Subcontract price, total Work value and/or schedule changes for final approval by Owner; Coordinating and attending weekly project meetings; Maintaining document distribution and control procedures; Monitoring regulatory agency review and control procedures; Obtaining from Seasons and maintaining copies of all regulatory agency inspection and sign-offs; Coordinating with Seasons and separate Property Owner entities regarding utility shut-offs, it being understood that Construction Manager bears no liability if Seasons or the separate Property Owner entities do not perform the tasks necessary to have any and all respective utilities shut off; Obtaining from Seasons and maintaining all project records (as-builts, maintenance and operation manuals, warranties, hand books, etc.);
- We will review and recommend acceptance of the Work to the Owner after it has been certified as complete and in compliance with Technical Specification by Gregory Comito and Associates (the "Project Engineer"); Reviewing amounts of work completed, confirming the value of the Application and Certificate for Payment and recommending payment of the Application after obtaining certification by Project Engineer that work has been completed according to plans and specifications; Collecting and maintaining partial and final lien releases; Assisting Project Engineer in preparation of punch-list items; Monitoring punch-list completion, in coordination with ongoing operations; Processing all claims and recommending final payments with Owner's approval;

- We will hold meetings with the Owner and with any owners of property underneath the Highline Elevated Railway as necessary, to review Project related items including design, changes, costs, schedules, budgets, contractors and mechanical systems; and
- We will maintain all books and records required under Section 6.6 of the Funding Agreement and agree to allow Owner, EDC and the City of New York access to such books and records in accordance with the terms of the Funding Agreement.

Construction Manager shall commence the performance of the complete Services upon receipt from Owner of a Notice to Proceed authorizing Construction Manager to proceed with the Services. The terms of this Agreement, including the Not to Exceed Amount and the Construction Manager's fees, shall remain as set forth herein pending Notice to Proceed, subject only to a material change in the Subcontract or any change in the Total Value. If any such changes occur, Construction Manager may be entitled to an equitable adjustment in the terms of this Agreement, including the Not to Exceed Amount and the Construction Manager's fees. Prior to issuance of a Notice to Proceed, neither party shall have any rights or obligations under this Agreement to the other. The previous paragraph notwithstanding, if Owner requests that portions of the Services be performed prior to issuance of a Notice to Proceed, Owner will be obligated to pay for such Services as set forth herein. In any event, if a Notice to Proceed is not issued within 18 months of the date hereof, this Agreement shall terminate automatically and any amounts due hereunder shall be promptly paid to Construction Manager and neither party shall have any further duties or obligations with respect to the other.

Construction Manager's fee for the Project shall be the indivisible lump sum amount of \$225,000, which fee shall be payable in equal monthly installments (over a 12 month period or such shorter period as set forth in the Project Schedule) commencing on the first day of the month in which construction commences, with no retention. In addition, Owner shall pay to Construction Manager a Guaranty Fee of \$75,000 in consideration for the provision of Construction Manager of the guaranty set forth in Exhibit B. The Guaranty Fee shall be paid in one lump sum amount upon the delivery of the guarantee.

In addition to Construction Manager's and the Guaranty fee, Owner shall pay monthly during the pre-construction and construction period with no retention, all of Construction Manager's charges for personnel, general conditions, and for all other items connected with the Project, including but not limited to the Items set forth on Schedule A attached hereto ("General Conditions Expenses").

The total for all General Conditions Expenses under this Agreement shall not exceed, in the first instance, \$900,000 (the "Not to Exceed Amount"). The Not to Exceed Amount will be increased only by Scope Change as set forth below.

Upon completion of the Work, if the total actual General Conditions Expenses is less than the Not to Exceed Amount as adjusted in accordance with this Agreement, then the difference ("General Conditions Savings") shall be allocated as follows: fifty percent (50%) to Owner, fifty percent (50%) to Construction Manager. Fifty percent (50%) of Construction Manager's share of General Conditions Savings shall be paid to the Project Team as set forth on Schedule D. Owner shall pay Construction Manager's share of the General Conditions Savings as additional compensation promptly upon completion of the Work.

Construction Manager shall have the right to stop all Work and Services if Owner fails to pay amounts properly due and owing under this Agreement or the Subcontract.

The Owner or the Construction Manager may request changes to the scope of work consisting of additions, deletions or modifications of the work defined in the contract documents, or as a result of Force Majeure Events, as defined below. All such changes shall be known as "Scope Changes". The Owner shall issue Scope Changes for Subcontract Work items as set forth in the Change Order requirements of the Subcontract, and for Construction Manager Work items, as set forth herein; and if items which are specifically the responsibility of Owner under this Agreement are being handled and paid through Construction Manager as a matter of convenience to the Owner and at Owner's direction. Notwithstanding the foregoing, Construction Manager acknowledges and agrees that Seasons may perform work not set forth in the Scope of Work on behalf of any Property Owner if, and only if, (a) such requested work is performed pursuant to a separate agreement between Seasons and such Property Owner, at such Property Owner's sole cost and expense, and (b) such requested work does not interfere with or otherwise adversely affect Seasons' performance under the Subcontract. Any work performed in accordance with the terms of the immediately preceding sentence shall not constitute "Scope Changes".

The base amount of each Scope Change shall be the Construction Manager's best estimate of the cost of the change in the Work or the Services, as applicable. Scope Changes issued pursuant to the Change Order requirements of the Subcontract that cause the Total Value to exceed \$6.6 million also will include, above the base amount, a factor of twelve percent (12%) for an estimate of additional General Conditions Expenses and three and one half percent (3.5%) as additional Fee. Scope Changes shall be approved in writing by Owner promptly upon submission by Construction Manager, failing which the change in work shall not proceed. The approved Total Value and Not to Exceed Amount will be increased by the respective amounts for each included in the Scope Change.

Prior to commencement of demolition, Owner shall pay over to Construction Manager the amount of \$100,000 to be used to establish a checking account for payment by Construction Manager during the course of the Work of payroll costs, material orders, and other expenses of the Project required to be paid by Construction Manager prior to its receipt of the Owner's regular payments.

Insurance shall be provided by Construction Manager in accordance with the criteria set forth in Schedule B attached hereto and made a part hereof, and by Owner in accordance with Schedule C attached hereto and made a part hereof. The cost of insurance is not included in the Not to Exceed Amount and shall be paid for as a separate lump sum item simultaneous with the issuance of a Notice to Proceed and receipt of such insurance policy. Owner has investigated procuring a separate insurance program for the Work for a total premium of \$350,000. In the event that Construction Manager's insurance and the provision by Seasons of insurance that complies substantially with Construction Manager's standard Subcontractor insurance requirements eliminates the need for such a project specific program, Owner and Construction Manager shall share equally in any savings realized thereby. Such "Insurance Savings" shall be calculated by subtracting the total of the charges for Construction Manager's and Seasons' insurance from the total of the charges that Owner was to have been charged for the project specific policy (\$350,000). Owner shall pay Insurance Savings upon issuance of a Notice to Proceed.

Nothing in this Agreement shall be deemed to require, or authorize, or permit Construction Manager to perform any act which would constitute design services, laboratory testing, inspection services, investigation, or the practice of architecture, professional engineering, certified public accounting or law. The recommendations, advice, budgetary information and schedules to be furnished by Construction Manager under this Agreement are for the sole use of Owner, the Property Owners and EDC under the Funding Agreement and shall not be deemed to be representations, warranties, guarantees or constitute the performance of licensed professional services.

Owner acknowledges that Construction Manager shall not perform design, engineering or other licensed professional services in connection with the Project, but that such services have been provided through the Seasons who, Owner represents, has retained licensed professionals to provide such services on behalf of Seasons. Owner agrees that the liability of the Construction Manager for any claims, damages, errors and/or omissions arising out of or in connection with professional or other licensed professional services to be performed by Seasons under the Subcontract, whether through indemnity or otherwise, shall rest solely with Seasons, and Construction Manager assigns to Owner all right, title and interest that Construction Manager has to pursue such claims against Seasons or against their insurance. In consideration of this assignment, Owner agrees to pursue any such claim directly against Seasons and not against Construction Manager. In addition, Owner shall indemnify and hold Construction Manager harmless of, from, and against any claims, costs or expenses (including all attorney's fees and expenses) asserted against Construction Manager by Seasons arising out of or in connection with Owner's failure to approve Change Orders or make payments as provided for herein. Notwithstanding the foregoing limitations on liability of the Construction Manager, Construction Manager and Bovis Lend Lease, Inc. shall remain liable for the obligation of the Subcontract and Seasons to complete the Project for the Total Value.

Nothing in this Agreement or the Subcontract shall constitute a guarantee by Construction Manager that the Project can or will be demolished within the Project Schedule or any other time frames agreed upon with Subcontractor. Construction Manager shall not be responsible for the consequences of Acts of God (such as tornadoes, flood, hurricane, etc.) Owner's, Architect's, the City of New York's (including the EDCs) (and their respective agents', contractors' and employees') acts, omissions to act, or failure to timely act; strikes, lockouts or other labor disturbances; riots, insurrections, and civil commotions; embargoes; shortage or unavailability of materials, supplies, and/or labor equipment; sabotage, vandalism; and any other matters beyond the reasonable control of Construction Manager (collectively referred to as "Force Majeure Events"). Notwithstanding the foregoing limitations on liability of the Construction Manager, Construction Manager and Bovis Lend Lease, Inc. shall remain liable for the obligation of the Subcontract and Seasons to complete the Project for the Total Value.

The Owner waives any claims against the Construction Manager for consequential damages arising out of or relating to this Agreement and the Subcontract. This waiver is applicable, without limitation, to all consequential damages arising out of or in connection with this Agreement or the Subcontract, including damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, for loss of management or employee productivity or of the services of such persons, and for any liquidated damages that might be owed by Seasons to Owner under the Subcontract. Construction Manager assigns to Owner all right, title and interest that Construction Manager has to pursue a claim against the Subcontractor for liquidated damages allowed under the Subcontract. In consideration of this assignment, Owner agrees to pursue any such claim directly against Seasons and not against Construction Manager.

Construction Manager specifically acknowledges and agrees for the benefit of EDC and the City of New York (hereinafter the "City Parties") and New York Central Lines, LLC, Conrail, Inc., Consolidated Rail Corp., CSX Corporation, and CSX Transportation, Inc. (hereinafter the "Railroads") that:

- (1) That neither the Construction Manager nor any of its employees or subcontractors is or shall be deemed to be an agent, servant, employee or contractor of the City or EDC or the Railroads by virtue of this Agreement or by virtue of

any approval, permit, license, grant, right or other authorization given the City, EDC or any of their respective officers, officials, directors, members, agents or employees; and that the Construction Manager shall not commence any legal proceeding against the City or EDC or the Railroads to recover any compensation which may be payable under the Subcontract;

(2) That the Construction Manager is solely responsible for the work, direction, compensation and personal conduct of its employees and subcontractors;

(3) That the Construction Manager shall indemnify and hold harmless the City, EDC, the Railroads and their respective agents, officers, directors, officials, members and employees from any and all claims, judgments or liabilities to which they may be subject because of any act or omission of the Construction Manager or its agents, officers, directors, employees or subcontractors arising out of or in connection with this Agreement or because of any negligence, fault or default of the Construction Manager, or their respective agents, employees, officers, directors or subcontractors (as the case may be), provided, however that the indemnity of the Railroads shall not apply to claims brought by employees of the Railroads which are brought under the Federal Employer's Liability Act; and

(4) The Construction Manager shall comply with the terms of Section 8.1 (conflict of interests) of the Funding Agreement.

This Agreement shall be governed by and construed in accordance with the laws of the State of New York, and any claims and causes of action arising under or in connection with this Agreement shall be brought before a New York court of competent jurisdiction. This Agreement constitutes the entire Agreement and understanding of the parties, superseding all prior communications, whether written or oral, and may not be amended or modified, except by writing signed by Owner and Construction Manager.

Kindly acknowledge approval of this Agreement between you and Construction Manager by signing and returning an original copy of this letter. The duplicate original is for your records.

Very truly yours,

BOVIS LEND LEASE LMB, INC.

By: _____

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Exhibit A
Subcontract Agreement

Exhibit B
Domestic Sister Company Guarantee SCHEDULE A
DESCRIPTION OF WORK CHARGES

1. Wages, fringe benefits and statutory charges including overtime for laborers, operators, foremen, and any other persons engaged by Construction Manager. Charges for wages shall not be less than at prevailing rates and in accordance with (if applicable) the provisions of collective bargaining agreements to which Construction Manager is bound.
2. Wages and salaries (including overtime for personnel classified by Construction Manager as non-exempt under applicable laws) plus fringe and employment benefits and statutory charges for the following classifications of personnel (for such time as is actually devoted to the Project): Officer-in-Charge, Project Executive, Project Manager, Assistant Project Manager, Estimator(s), General Superintendent, Project Superintendent, Assistant Project Superintendent, Site Safety Coordinator, Timekeepers, Project Account(s), Insurance Coordinator and personnel, Plan Coordinator, Technical Services personnel, EEO personnel, clerical personnel and other such classifications of personnel as may be approved by Owner. For any such personnel who devotes at least forty (40) hours to the Project during the payroll week, Owner will pay to Construction Manager an amount equal to the weekly salary paid to such personnel. If any such personnel devotes less than forty (40) hours to the Project during the payroll week, Owner will pay to Construction Manager an amount equal to one-fortieth (1/40) of the weekly salary paid to such personnel multiplied by the number of hours worked on the Project. Fringe and employment benefits and statutory charges shall be calculated at the rate of 38.16% of wages or salary for calendar year 2001, which rate shall be subject to annual adjustment (if appropriate) by Construction Manager. This rate includes vacation days, holidays, sick and personal days, authorized time off, employee insurance (including health care, life and disability insurance) and employee incentive (including bonuses, retirement plan, tuition reimbursement and training courses).
3. Charge for office supplies and office equipment, travel and expenses, vendor supplies, rentals-purchases of tools and equipment, rental and/or leasing of automobiles (including leased automobiles and auto allowances provided by Construction Manager to those employees providing services in connection with the Work and for such times as is actually devoted to the Work), scaffolding, freight, trucking, storage, warehousing, postage, messenger service, safety supplies, computer time charges, photographs, Xerox charges, equipment repairs, signs, survey equipment, portable sanitary facilities, outside photocopying and blue-print services, telephone and telefax equipment and charges.
4. Except for that insurance provided by Construction Manager as set forth in Schedule A to this Agreement, which shall be paid separately by Owner, charges for all other insurance procured by Construction Manager; i.e. worker's compensation and employer's liability insurance premiums, unemployment insurance premiums, social security and contributions to pension and welfare funds for Project salaried and hourly employees.
5. Performing or arranging for the removal of debris.
6. Charges for sanitary facilities, first aid facilities, safety protection and personnel, watchmen, etc.
7. Charges for surveys, temporary field office facilities and operating costs.

- 8. Federal, state or local sales, use, excise and other taxes on materials, labor, receipts, installations, or services furnished, or any other taxes arising out of performance of the Work, including payroll taxes (FICA, FUTA and SUTA) which taxes will be charged at the agreed upon rate of 9.17% of wages or salary (but excluding, however, income and franchise taxes with respect to the Construction Management Fee only) for which Construction Manager is or may become liable. The incidence of all such taxes, whenever assessed, shall be upon the Owner.
- 9. Disposition of claims and losses not compensated by insurance. Said disposition shall be subject to Owner's prior approval which shall not be unreasonably withheld.
- 10. Professional services (e.g. accounting, legal, consulting or engineering) arising out of the Work or Construction Manager's obligation under this Agreement, subject to Owner's prior approval.
- 11. Purchases of materials and supplies.
- 12. Other items and charges by Construction Manager arising out of or in connection with its performance of the Work and as approved by Owner.

SCHEDULE B
INSURANCE ARRANGED FOR AND BY CONSTRUCTION MANAGER

Construction Manager will arrange for the following insurance to be obtained for its protection in connection with the project, with all charges to be paid for by the Owner in accordance with the Agreement:

1. Workers Compensation and Employers Liability Insurance:
 - a) Statutory Workers Compensation including occupational disease in accordance with the law.
 - b) Employers Liability Insurance with minimum limits of \$1,000,000.
2. Commercial General Liability Insurance limits of:

Bodily Injury, Personal Injury and Property Damage Liability in the amount of one million dollars combined single limit occurrence/aggregate.

Coverage also includes:

 - a) Blanket XCU hazards
 - b) Independent Contractors
 - c) Products Liability and Completed Operations
 - d) Contractual Liability Broad Form
3. Comprehensive Automobile Liability, including all owned, non-owned and hired vehicles with a \$1,000,000 combined single limit.
4. Umbrella and Excess limits totaling \$100,000,000.
5. Construction Manager's Commercial General Liability insurance shall include Owner, the Property Owners, the City Parties and the Railroads as Additional Insured. Certificates of Insurance will be submitted or be available to the Additional Insureds prior to commencement of the work, and shall provide for thirty (30) days prior Notice of Cancellation, Non-Renewal or Material Change.

SCHEDULE C

NONE¹

¹ Please note that nothing is being built, only demolished; therefore, this insurance is inapplicable.

SCHEDULE D
PROJECT TEAM

Construction
Individuals
Savings

Site Team
Rick Stafford
Ralph Esposito
Michael Feigin

Share of

Managers'

40%
30%
15%
15%



EXHIBIT F-1

Payment Bond

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A312

Payment Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

SURETY (Name and Principal Place of Business):

OWNER (Name and Address):

CONSTRUCTION CONTRACT

Date:

Amount:

Description (Name and Location):

BOND

Date (Not earlier than Construction Contract Date):

Amount:

Modifications to this Bond:

☐ None

☐ See Page 6

CONTRACTOR AS PRINCIPAL

Company:

(Corporate Seal)

SURETY

Company:

(Corporate Seal)

Signature: _____

Name and Title:

Signature: _____

Name and Title:

(Any additional signatures appear on page 6)

(FOR INFORMATION ONLY--Name, Address and Telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.

2 With respect to the Owner, this obligation shall be null and void if the Contractor:

2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and

2.2 Defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for the payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.

3 With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.

4 The Surety shall have no obligation to Claimants under this Bond until:

4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2 Claimants who do not have a direct contract with the Contractor:

- 1 Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and
- 2 Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and
- 3 Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.

5 If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.

6 When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:

6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

6.2 Pay or arrange for payment of any undisputed amounts.

7 The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

8 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

9 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

11 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this

Bond shall be construed as a statutory bond and not as a common law bond.

14 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15 DEFINITIONS

15.1 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the

Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

15.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL
Company:

(Corporate Seal)

SURETY
Company:

(Corporate Seal)

Signature: _____
Name and Title: _____
Address: _____

Signature: _____
Name and Title: _____
Address: _____

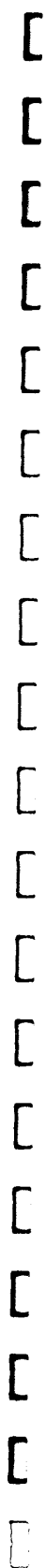


EXHIBIT F-2

Performance Bond

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A312

Performance Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

SURETY (Name and Principal Place of Business):

OWNER (Name and Address):

CONSTRUCTION CONTRACT

Date:

Amount:

Description (Name and Location):

BOND

Date (Not earlier than Construction Contract Date):

Amount:

Modifications to this Bond:

☐ None

☐ See Page 3

CONTRACTOR AS PRINCIPAL

Company:

(Corporate Seal)

SURETY

Company:

(Corporate Seal)

Signature: _____
Name and Title:

Signature: _____
Name and Title:

(Any additional signatures appear on page 3)

(FOR INFORMATION ONLY—Name, Address and Telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE (Architect, Engineer or
other party):

1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.

3 If there is no Owner Default, the Surety's obligation under this Bond shall arise after:

3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and

3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and

3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.

4 When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or

4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or

4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or

4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

.1 After investigation, determine the amount for

which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner; or

.2 Deny liability in whole or in part and notify the Owner citing reasons therefor.

5 If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.1, 4.2, or 4.3 above, the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

6 After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and

6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

7 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators or successors.

8 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

9 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation avail-

able to sureties as a defense in the jurisdiction of the suit shall be applicable.

10 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

11 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12 DEFINITIONS

12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Con-

tractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL
Company:

(Corporate Seal)

SURETY
Company:

(Corporate Seal)

Signature: _____
Name and Title:
Address:

Signature: _____
Name and Title:
Address:

[]

EXHIBIT G-1

**QUITCLAIM ASSIGNMENT AND ASSUMPTION
AND INDEMNIFICATION, RELEASE AND WAIVER AGREEMENT
REGARDING EASEMENT**

QUITCLAIM ASSIGNMENT AND ASSUMPTION AND
INDEMNIFICATION, RELEASE AND WAIVER AGREEMENT REGARDING
EASEMENTS ("Agreement"), made and entered into as of this ____ day of ____, 2002, by and
between **NEW YORK CENTRAL LINES LLC** ("Assignor"), a Delaware limited liability
company whose tax and mailing address is 500 Water Street (J-910), Jacksonville, Florida
32202, and which is, by Quitclaim Deed dated as of June 1, 1999, and recorded March 1, 2000 in
the office of the City Register, New York County, in Reel 3067 at Page 1110, successor in
interest to Consolidated Rail Corporation, a Pennsylvania corporation whose mailing address is
Two Commerce Square, 2001 Market Street (19-B), P.O. Box 41419, Philadelphia, Pennsylvania
19101-1419 ("CRC"), and _____ ("Assignee"), a _____
having its principal place of business at _____, New York, New York 100__.

WITNESSETH:

A. Assignor has been issued (i) as successor-in-interest to CRC, a final order of
abandonment (the "Abandonment Order") from the Surface Transportation Board (the "STB")
authorizing the abandonment of an elevated railway located in certain easements held by
Assignor's predecessors-in-interest and commonly known as the "Highline" or the "West 30th
Street Secondary Track" (herein "Highline") in New York City, New York, extending from 75-
95 Gansevoort Street and running northerly and westerly through 547-55 West 34th Street
(including the bed of West 34th Street), encumbering and traversing Assignee's real property as
hereinafter more particularly described in Exhibits A-1 and A-2 annexed hereto and hereby made
a part hereof, and (ii) a waiver by the New York State Department of Transportation of its
preferential right of acquisition of the Highline under Section 18 of the New York State
Transportation Law (the "New York State Waiver");

B. Assignor desires, as permitted by the Abandonment Order and the New York
State Waiver, to implement the STB-permitted abandonment of the Highline and to effect by
quitclaim the transfer and assignment to Assignee of a herein-defined portion or segment of
certain easements and real property interests in the Highline which it may hold, on the terms and
conditions described in this Agreement.

C. Assignee, as fee title holder of real property traversed by the Highline and
encumbered by the Easements (the "Servient Property", as more fully defined in Section 1.1(a)
below), desires and has agreed to accept such quitclaim transfer and assignment and to assume
from and after the date hereof the duties and obligations associated with such assigned easements
and segmented real property interests in the Highline, as permitted and/or required by the
Abandonment Order and as otherwise described in this Agreement.

NOW, THEREFORE, for and in consideration of the premises, the mutual agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Assignor and Assignee covenant and agree as follows:

1. Assignment and Assumption

1.1 Assignment. Assignor does hereby remise, release and quitclaim, set over, convey and assign to Assignee all of Assignor's right, title and interest in, of, and to all of the following (collectively, the "Assigned Property"), to have and to hold the Assigned Property herein granted to Assignee, its or his heirs, personal representatives, successors and assigns, forever:

(a)(i) those easements specifically identified and described on Exhibit A-1 attached hereto and made a part hereof (collectively, the "Easements"), said Easements encumbering that certain real property owned in fee by Assignor in the Borough of Manhattan, City, County and State of New York, known as and by the street numbers _____ and more particularly described by metes-and-bounds on Exhibit B attached hereto and hereby made a part hereof (the "Servient Property"), and (ii) those agreements relating to the Easements specifically identified and described on Exhibit A-2 attached hereto and made a part hereof (the "1929 Agreements") insofar as such Easements and 1929 Agreements relate to the Servient Property, and (iii) those easements and/or reservations relating solely to and encumbering the Servient Property specifically identified and described on Exhibit A-3 attached hereto and hereby made a part hereof (the "Property-Specific Easements"); and

(b) the elevated viaduct (and/or grade level railway and structures, if any), including but not limited to any and all lines, poles, pipes, appliances, equipment, structures, facilities and appurtenances as described in the Easements located exclusively within the Easements and situated upon or above the Servient Property, which collective railway structure (as conveyed hereby to Assignee as a segmented portion of the Highline) extends south from the "Northern Cut Line" as shown on Exhibit C attached hereto and made a part hereof (which "Northern Cut Line" is at the northern border of the 34th Street streetbed), and north from the "Southern Cut Line" as shown on the plan attached as Exhibit C hereto and made a part hereof (collectively, the "Assigned Segment Structure"), subject to all notes or notices of violations of law or municipal ordinances, orders or requirements, and fines or penalties attendant thereon, if any, issued on or after [date of Agreement of Purchase and Sale] by any governmental department having authority as to lands, housing, buildings, fire, health, environmental, labor and/or any other conditions affecting the Assigned Segment Structure (collectively, "New Building Violations").

1.2 Assumption. Assignee hereby accepts the assignment of the Easements, insofar as such Easements affect the Servient Property, and the Assigned Segment Structure, and Assignee does hereby assume from and after the date hereof, and shall fulfill all of Assignor's duties and obligations of any kind or nature whatsoever (including, but not limited to, with regard to New Building Violations and/or

environmental conditions) which arise from and after the date hereof by virtue of ownership of the Assigned Property.

1.3 Recording Fees and Transfer Taxes. As a conveyance of the Easements without consideration, the assignment and assumption effected by this Agreement is believed by the parties hereto to be exempted from New York City and New York State transfer taxes. With regard to the payment of recording fees and transfer tax, documentary stamp tax or the like occasioned by the delivery and recordation of this Agreement, if any, Assignor and Assignee agree that Assignee shall bear the costs of same, and each agrees to execute and deliver such certificates and other documents or forms as are necessary to record this Agreement in the public records.

2. Assignor's Representations and Warranties; Conditions of Property; Assignee's Release and Waiver.

2.1 No Representations. Except as may be expressly set forth in this Agreement, Assignor has not made, and does not hereby make, any representation or warranty of any kind regarding the nature or existence of any of the Assigned Property, nor does Assignor make any representation or warranty with respect to title to the Assigned Property, or the assignability or marketability of the Assigned Property, or any other aspect of the Assigned Property. Should a claim adverse to any title hereby quitclaimed by Assignor be asserted and/or proved, no recourse shall be had or claimed against Assignor; provided, however, that Assignor represents and warrants to Assignee that Assignor has not conveyed, sold, assigned, mortgaged, pledged, hypothecated, encumbered, or otherwise transferred the Assigned Property (or any part thereof or interest therein) to any other person other than Assignee, or (y) encumbered the Assigned Property except as disclosed in a title report delivered by Assignor to Assignee prior to the date hereof, the receipt whereof is hereby acknowledged. In the event that (i) any judgment, mechanic's or materialmen's or other recorded lien against any of the Easements or the Servient Property exists as of the date hereof by virtue of any act or omission of Assignor or CRC or (ii) any state of facts exists as of the date hereof by virtue of any act or omission of Assignor or of any of Assignor's Affiliates on or prior to the date hereof which results or may result in any judgment, mechanic's or materialmen's or other recorded lien after the date hereof, or (iii) Assignor breaches any representations or warranties set forth herein, then, in any such event, Assignor hereby indemnifies the Assignee expressly identified in this Agreement against such post-assignment lien(s).

2.2 "As Is" Condition. Assignee acknowledges and represents that Assignee is fully aware of (i) the terms and conditions of the Easements described on Exhibit A-1 annexed hereto and of the Property-Specific Easements described on Exhibit A-3 annexed hereto, and of the Abandonment Order [STB citation], and of the physical condition and state of repair of the Assigned Segment Structure (including, but not limited to, the possible presence of asbestos, lead paint, creosote and/or other Contaminants [as hereinafter defined in Section 4.1(c) hereof] on or in the Assigned Segment Structure) and of the Servient Property, based on Assignee's own inspection and investigations thereof (or on a knowing waiver of the opportunity to make such inspection and investigation), and that Assignee is entering into this Agreement based solely upon such inspection and investigation or waiver, as the case may be, and not upon any information, data, statements or representations, written or oral, as to the physical condition,

state of repair, use, cost of operation or restoration or demolition or any other matter related to the Assigned Segment Structure or the Easements, given or made by Assignor or its representatives. Assignee agrees to accept the Assigned Segment Structure "as is" in its present condition and state of repair and, except as set forth in this Agreement, subject to (i) New Building Violations, if any, and (ii) all risks associated with the environmental condition of the Assigned Segment Structure. Assignee understands that such risks include the possible presence of asbestos, lead paint, creosote and/or other Contaminants on or in the Assigned Segment Structure and/or Servient property which may be regulated under Environmental Laws (as hereinafter defined in Section 4.1(c) hereof) in various circumstances, including but not limited to, during demolition of the Assigned Segment Structure.

2.3 Release and Waiver. (A) Subject to the terms of the last sentence of Section 2.1 hereof of subparagraph (B) of this Section 2.3, of Section 4.2, and of Section 5, Assignee, for itself and its successors, heirs, administrators and assigns as owner(s) of the Servient Property, for good and valuable consideration, the receipt and adequacy whereof is hereby acknowledged, hereby (a) releases and discharges Assignor and Assignor Affiliates (as hereinafter defined) (i) from all Damages (as hereinafter defined in Section 4.1 hereof) arising out of or resulting at any time whatsoever, in any manner whatsoever, from the presence, Release (as hereinafter defined) or threatened Release of Contaminants (as hereinafter defined) on, at, to, from or under the Assigned Segment Structure and/or the Servient Property and/or any real property to which any entity other than Assignor or Assignor Affiliates sends any Contaminant or other material from the Servient Property or the Assigned Segment Structure for treatment, storage, disposal, recycling or re-use, or any other aspect(s) of the environmental condition of the Assigned Segment Structure and/or of the Servient Property, including but not limited to any Damages arising under the federal Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601 et seq., or under any other Environmental Law, or any costs of remediation or cure of any environmental condition, or removal and disposition of material, under any Environmental Law (as hereinafter defined) respecting or affecting the Assigned Segment Structure and/or the Servient Property, and (ii) from all actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims and demands whatsoever, in law, admiralty or equity (collectively, "Claims"), which against Assignor and/or Assignor Affiliates, Assignee, Assignee's heirs, executors, administrators, successors and assigns ever had, now have or hereafter can, shall or may, have for, upon, or by reason of any matter, cause or thing whatever from the beginning of the world to the day of the date of this Agreement, excepting and reserving, however, the rights of Assignee pursuant to Sections 2.1, subparagraph (B) of this Section 2.3, 4.2 and 5 of this Agreement, and (b) waives and renounces rights or claims, if any, against Assignor, its predecessors in title as titleholder to the Easements, and Assignor Affiliates, arising under the Easements and/or the 1929 Agreements, to arbitrate disputes or otherwise make claims against Assignor, and/or its predecessors-in-title, and/or Assignor Affiliates, for any alleged breach or non-performance of obligations of Assignor under such agreements or any of them arising prior or after the date of this Assignment, including but not limited to any obligation to repair or restore the Servient Property and/or adjoining public streets and ways, and (c) waives, releases, abandons and terminates each and every trackage agreement, side track or spur track agreement, switching agreement, railway track maintenance agreement, loading dock or spur or siding deed reservation, license agreement over New York City public streets, and any other agreement,

license, easement, reservation or like real property interest intended to effect interconnection of the Servient Property and/or a spur track or siding thereon with any other servient property and/or a spur track or siding thereon anywhere along the length of the Highline viaduct route effected by and contained within the Easements and/or the Property-Specific Easements. As used herein, "Release" means any release, spill, emission, leaking, pumping, injection, deposit, disposal, discharge, dispersal, leaching or migration, and "Environmental Law" and "Contaminants" have the meanings set forth in Section 4.1(c) hereof.

(B) Notwithstanding anything contained in this Agreement to the contrary, Assignor, on behalf of itself and Assignor Affiliates, and Assignee acknowledge and agree that (I) neither Assignee nor its successors and assigns are releasing and/or discharging Assignor or Assignor Affiliates (and shall not be deemed to have released or discharged Assignor or Assignor Affiliates) and (II) neither Assignee nor its successors and assigns shall be required to indemnify any person, in either case, from any claims or damages relating to or arising in any manner whatsoever out of (i) any breach by Assignor of any term, covenant, representation or warranty set forth in this Agreement (an "Agreement Breach"), or (ii) except to the extent otherwise provided by Section 4.1(c), any matter described in subparagraph (A)(i) of this Section 2.3 to the extent that any such matter is raised, asserted, alleged or similarly claimed or demanded with respect to real property other than the Servient Property, or any property to which any material or contaminant from the Servient Property or the Highline was sent for treatment, storage, disposal, recycling or re-use, in either case, by any third party (i.e., a person which is not as at the date hereof, or at any time hereafter, either [x] a principal or affiliate of Assignee or any such successor or assign, or [y] a licensee or ground or space lessee or other legal or illegal occupant of the Servient Property, or [z] in the chain of fee title-holders to the Servient Property after the date hereof, any and all such described persons being deemed excluded from the definition of "third party" hereunder), including, without limitation, any governmental or quasi-governmental entity (including any environmental agency), against Assignee or its successors or assigns to the extent arising by virtue of any act or omission of Assignor or any Assignor Affiliate and/or their respective agents, employees, contractors or representatives occurring prior to the date of this Agreement (hereinafter, such claim or demand being a "Third Party Claim"), it being understood and agreed that Assignee for itself and its successors and assigns as fee title holder of the Servient Property hereby reserves its rights, if any, with respect to (i) any Agreement Breach or (ii) any Third Party Claim (including, without limitation, claim for contribution with respect to a Third Party Claim) which Assignee or its successors and assigns as fee title holders of the Servient Property may have against Assignor or any Assignor Affiliate as a result of any matter described in this subparagraph (B); provided, however, that in no event, and notwithstanding any other term of this Section 2.3(B), will Assignee nor its successors or assigns assert any Claims against, or seek any Damages from, Assignor or Assignor Affiliates, and notwithstanding any other term of this Section 2.3(B), Assignee for itself and its successors and assigns as fee title holder(s) of the Servient Property will provide the indemnification set forth in Section 4.1 to Assignor and Assignor Affiliates relating to or arising in any manner whatsoever out of any action or omission after the date hereof by Assignee or any of its successors, heirs, administrators, assigns or any of their respective employees, agents or contractors (including, but not limited to, any action or omission in connection with the demolition of the Highline).

3. Assignee's Renunciation of Railroad Operations. Assignee hereby covenants and agrees that it shall not (a) operate, run or use any trains, railcars, or similar engines to or on the Assigned Property or any portion thereof or operate any rail service of any kind whatsoever, (b) interchange traffic with Assignor or its successors or assigns, participate in any rail rate relationship with Assignor, or (d) establish or maintain any track connection with Assignor or Assignor's rails or property; and Assignee acknowledges that it does not contemplate and has not contemplated any of the foregoing, and that Assignor has not, and does not by this Agreement, assign to or confer upon Assignee any right to operate rail service or act as a common carrier.

4. Indemnification

4.1 Indemnification of Assignor and Assignor Affiliates; Covenant Running With Land. Subject to the terms of Section 2.3(B) hereof, Assignee, for itself and its successors and assigns as fee title holder(s) of the Servient Property, hereby covenants and agrees to be responsible to Assignor for and to release and indemnify Assignor, Norfolk Southern Corporation, CSX Corporation, CSX Transportation, Inc., CRC, and Conrail Inc., (collectively, "Assignor Affiliates"), from and against any and all claims (including, but not limited to, claims for diminution in property value), actions, causes of action, demands, liabilities, damages (including, but not limited to, special, consequential, direct or indirect, or for personal injury, death or property damage), expenses (including but not limited to reasonable attorneys' and consultants' fees and expenses, court costs, administrative costs, and costs of appeal, and applicable incurred insurance deductibles or self-insured retention amounts in connection with a claim against Assignor or any Assignor Affiliate under insurance policies described in Section 4.4 below), suits, liabilities, costs, losses, fines or penalties of whatsoever kind or nature, whether past, present or future, direct or indirect, known or unknown, absolute or contingent, and whether based in law, admiralty or equity, and whether based in contract, tort, strict liability, negligence, statute, rule, regulation, common law or otherwise (individually and collectively, "Damages") actually incurred by Assignor and/or Assignor Affiliates and arising out of or resulting at any time whatsoever, in any manner whatsoever, from any of the following with respect to the Assigned Segment Structure:

(a) the performance of any demolition and removal, restoration, or alteration work performed on or with respect to the Assigned Segment Structure, and/or on or with respect to the Servient Property, from and after the date hereof (collectively, "Post-Assignment Work"), or any other construction work associated therewith, including, without limitation, any violation of law or any misconduct, malfeasance, misfeasance or nonfeasance on the part of Assignee or any personnel thereof or any contractor performing or hired to perform any portion of any Post-Assignment Work, or any sickness, bodily injury or death of any person or persons, or loss of or damage to any property arising out of or resulting, in whole or in part, from any Post-Assignment Work or any part or stage thereof; and

(b) all claims, obligations, duties, and undertakings related to the Easements and the 1929 Agreements, insofar as such Easements and 1929 Agreements relate to the Servient Property, which arise upon or after the date hereof (including, without limitation, the duty to demolish and remove the Highline, if any), whether such claims, obligations, duties or undertakings arise under the express terms of the Easements, the 1929 Agreements, the Abandonment Order, common law or statute;

(c) to the extent arising from Post-Assignment Work, the presence, Release or threatened Release of Contaminants on, at, to, from or under the Assigned Segment Structure and/or the Servient Property, and/or any real property to which any entity other than Assignor or Assignor Affiliates sends any Contaminant or other material from the Servient Property or the Assigned Segment Structure for treatment, storage, disposal, recycling or re-use, or any other aspects of the environmental condition of the Assigned Segment Structure or the Servient Property, including but not limited to any Damages arising under any of the federal Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq., the National Environmental Policy Act of 1969, 42 U.S.C. §§4321 et seq., the Energy Policy and Conservation Act, 42 U.S.C. §6362, the Coastal Zone Management Act of 1972, 16 U.S.C. §§1451 et seq., Executive Order 12898 ("Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations", 59 FR 7629, February 11, 1994), the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq., the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq., and the Federal Water Pollution Control Act, 42 U.S.C. §§1251 et seq., or under the New York Environmental Conservation Law, §§1-0101 et seq., all of which as have been amended or may be amended in the future or under any other federal, state or local law, statute, rule, regulation or common law theory now or hereafter in effect, and designed to protect human health or the environment (individually and collectively, "Environmental Law"), or any costs of remediation or cure of any environmental condition, or removal and disposition of material, under any Environmental Law respecting or affecting the Assigned Segment Structure and/or the Servient Property; as used herein, "Contaminant" means any waste, pollutant, hazardous substance, hazardous waste, special waste, solid waste, petroleum or petroleum-derived substance or waste, asbestos, polychlorinated biphenyls ("PCBs"), or any constituent of any such substance or waste, which is defined in or regulated by any Environmental Law; and

(d) should Post-Assignment Work involve, or any Building Violation(s) or Environmental Law or New York State Railroad Law require, demolition and/or removal and disposal of all or any part of the Assigned Segment Structure (and/or removal of grade separation structures, if any) and restoration of streets, the failure or refusal to perform, or material delay or gross negligence or misconduct, malfeasance or misfeasance or nonfeasance in, such restoration and repair of public or private property, or demolition and/or removal and disposal of all or any part of the Assigned Segment Structure, including but not limited to highway-railroad grade separation structure removal, if any, and/or public street restoration obligations pursuant to New York State Railroad Laws Sections 93 and 21.

The foregoing covenant and agreement of Assignee is and is intended to be a covenant running with the land of the Easements and the Servient Property, and the foregoing covenant shall run with the land of the Servient Property until such time as both the Assigned Segment Structure shall have been demolished and removed in its entirety in accordance with all applicable laws, including but not limited to any and all Environmental Laws, and the statute of limitations has tolled with regard to the making of any claims by any natural person or entity against Assignor and/or any Assignor Affiliates under the Easements and/or the 1929 Agreements and/or any and all Environmental Laws.

4.2 Indemnification of Assignee. Assignor hereby agrees to indemnify Assignee against real estate tax and liquidated judgment claims relating to the Assigned Segment Structure which arose and became a lien or liens prior to the date of this Agreement.

4.3 Indemnity Defined. As used in this Agreement, the term "indemnify" (and its cognates "indemnified" and "indemnification") shall mean the unconditional duty, to the extent permitted by law, to indemnify, defend (with counsel chosen by Assignee and reasonably acceptable to Assignor) and save and hold harmless the party(ies) to whom indemnity is directed, from and against, and to reimburse such indemnified party or parties with respect to, any Damages (except any Damage due to the gross negligence of the indemnified party) asserted against any such indemnified party or incurred by reason of or arising out of the matters with respect to which the indemnity is given.

4.4 Insurance. Notwithstanding anything contained in this Agreement to the contrary, Assignor, on behalf of itself and all Assignor Affiliates, acknowledge and agree that if any event shall occur which gives rise to any indemnity obligations and/or liabilities under this Agreement, then, in such event, Assignor and Assignor Affiliates shall first pursue the insurance policies identified in Sections 1.3 and 1.4 of the Voluntary Abandonment Agreement among Assignor and Assignee and other parties dated _____, 2001, available to satisfy such obligations and/or liabilities as a precondition to making a claim against Assignee. If all insurance coverages have been satisfied in full (i.e., the policy limits exhausted after payment of claim(s) to Assignor and/or Assignor Affiliates, as the case may be), or if claims have been denied in whole or part, or neither accepted or denied within eighteen (18) months after submittal by Assignor or an Assignor Affiliate, then, only in such events shall Assignor and Assignor Affiliates be entitled to pursue and enforce a claim against Assignee under Section 4 of this Agreement. Assignor and Assignor Affiliates shall have no obligation to initiate litigation against an insurer before pursuing and enforcing an action under this Section 4. No statute of limitation shall begin to run for any claim under Section 4 until the foregoing conditions to pursuit and enforcement of such a claim have been fulfilled.

5. Further Assurances. Upon reasonable request of Assignee, Assignor agrees that it shall hereafter deliver to Assignee such further or other documents (in form and substance satisfactory to Assignor) as are necessary to quitclaim to Assignee any right, title or interest Assignor may hold (if any) in the Servient Property which underlies the Easements or Assigned Segment Structure, provided that the cost of preparing, delivering and recording such documents (including, without limitation, any transfer tax, documentary stamp tax, recording fees, or the like), shall be at the sole expense of Assignee.

6. Compliance With Law; Mechanics' Liens. Assignee shall observe and comply with, and shall require any contractor performing Post-Assignment Work on the Assigned Segment Structure and/or the Servient Property to comply with:

(a) all applicable federal, New York State and New York City laws, statutes, ordinances, rules and regulations, including but not limited to Environmental Laws, and all notices, requirements, and orders (including but not limited to Building Violations, if any) of any and all federal, New York State, or New York City authorities or administrative bodies, which apply or relate to the Assigned Segment Structure or any portion thereof or Highline segment

contiguous thereto, or to the undertakings of Assignee hereunder, including, without limitation, all permit requirements and safety and health requirements; and

(b) the requirements of the Easements and/or the 1929 Agreements and/or the Abandonment Order applicable to the restoration and repair, and/or the demolition and removal, of the Assigned Segment Structure or any portion thereof or of an Assigned Segment Structure contiguous thereto.

Furthermore, Assignee shall not suffer or permit to be created, or to remain unbonded, any lien or claim therefor arising out of any Post-Assignment Work or any part thereof, or any work done or services, material, equipment or supplies furnished to any real property on account of any Post-Assignment Work by or contracted for by Assignee (unless Assignee is contesting same in good faith), and Assignee hereby agrees to indemnify (as that term is hereinbefore defined) Assignor and Assignor Affiliates against any Damages resulting or arising out of any such lien or claim. The costs and expenses of any Post-Assignment Work and of Assignee's compliance with its obligations, duties and undertakings under this Agreement shall be at the sole cost and expense of Assignee, and Assignor and Assignor Affiliates shall have no liability therefor.

7. Termination of Easements by Merger of Estates. It is the intention of the parties hereto that, upon the assignment and assumption of the Easements assigned hereby, the Easements as the dominant tenement shall merge with the servient tenement, namely the fee title of the Servient Property, and be thereby terminated; and furthermore, upon the recording of this Agreement in the public records, that the Easements and the 1929 Agreements be extinguished of record as to the Servient Property.

8. Governing Law. This Agreement shall be governed and construed in accordance with the internal laws of the State of New York.

9. Separability. If any term or provision of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid and unenforceable, the remainder of this Agreement, or the application of such term or provisions to persons or circumstances to which it is valid or enforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the extent permitted by law.

10. Recording. This Agreement shall be recorded in the Office of the Recorder of Deeds in and for the City of New York promptly following the execution and delivery hereof, by Assignor at Assignor's sole cost and expense.

11. Captions; Plurals; Gender. Section headings, captions, titles and exhibit headings to this Agreement are for convenience and reference only, and are in no way to be construed as defining, limiting, or modifying the scope or intent of the various provisions of this Agreement. The plural shall be substituted for the singular, and the singular for the plural, where appropriate, and the words of any gender shall mean and include any other gender.

12. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of Assignor and Assignee, and their respective heirs, personal representatives, successors and assigns.

13. Exhibits. All Exhibits attached hereto are incorporated by reference and hereby made a part hereof.

14. Entire Agreement; No Amendment. All understandings and agreements heretofore made between the parties are merged in this Agreement, which alone fully and completely expresses their agreements. Neither this Agreement nor any provision hereof may be changed, modified, amended, supplemented, waived, discharged or terminated orally, but only by instrument in writing signed by the party against whom enforcement of the change, modification, amendment, supplement, waiver, discharge or termination is sought.

15. No Waivers. The failure of Assignor or Assignee to seek redress for violations or to insist upon the strict performance of any covenant, agreement, provision or condition of this Agreement shall not constitute a waiver thereof and Assignor or Assignee, as the case may be, shall have all remedies provided herein and under applicable law with respect to any subsequent act which originally would have constituted a violation or default hereunder.

16. Survival. Subject to and except as limited by the other terms of this Agreement, the obligations, undertakings, duties, and covenants of each of Assignor and Assignee shall survive the delivery and recording of this Agreement.

17. Notices. Any notice, request, consent or other communication under this Agreement ("Notice" or "notice") shall be in writing and sent by Registered or Certified Mail, return receipt requested, or by courier, express mail or overnight delivery with a receipt service. The date such notice shall be deemed to have been given shall be the date of receipt, the first calendar day after the date sent by courier, express or overnight ("next day delivery"), or the third calendar day after the postmark on the envelope if mailed, whichever occurs first. Notices to Assignor shall be sent to:

New York Central Lines LLC
c/o Consolidated Rail Corporation
Six Penn Center
Philadelphia, Pennsylvania 19103
Attention: Jonathan Broder, Esq.

with a copy at the same time to:

CSX Corporation
One James Center
901 East Cary Street
Richmond, Virginia 23219
Attention: Peter J. Shultz, Esq., General Counsel

and to:

David Alan Richards, Esq.
McCarter & English
300 Park Avenue
New York, New York 10022

Notices to Assignee shall be sent to:

XXXXXX
Attention: _____

with a copy at the same time to:

[Assignee's counsel]

XXXXXX
Attention: _____, Esq.

Any party hereto may change its address or designate different or other persons or entities to receive copies by notifying the other party in the manner described in this Article of the Agreement. Any counsel designated above or any replacement counsel is hereby authorized to give notices hereunder on behalf of its client.

18. Due Authorization; Complete Agreement. The persons executing this Agreement on behalf of each of Assignor and Assignee represent and warrant, each for himself or herself and the respective principal parties, that each has been duly authorized to execute this Agreement for and on behalf of Assignor and Assignee, respectively. All understandings and agreements heretofore made between the parties hereto are merged in this Agreement, which alone fully and completely expresses the agreement between Assignor and Assignee (excepting those obligations, covenants and restrictions, if any, set forth in that certain Agreement for Voluntary Abandonment and for Charitable Contribution dated as of _____, 2001 [the "Abandonment Agreement"] between and among, inter alia, Assignor and Assignee, which expressly survive the execution and delivery of this Agreement at the closing of title under the Abandonment Agreement) and any executory agreement heretofore or hereafter made shall be ineffective to change, modify, discharge or otherwise affect this Agreement or the Abandonment Agreement in whole or part, unless such executory agreement is in writing and signed by the party against whom enforcement of the change, modification or discharge is sought.

[Continued on the next page]

IN WITNESS WHEREOF, and intending to be legally bound hereby, this Agreement has been duly executed by the parties hereto as of the date first above written.

ASSIGNOR;

NEW YORK CENTRAL LINES LLC

By: _____
Manager

By: _____
Name:
Title:

ASSIGNEE:

By: _____
Name:
Title:

EXHIBIT A-1

Schedule of Easements

1. Indenture dated July 2, 1929, executed by The City of New York and the New York Central Railroad Company ("NY Central"), and recorded on August 6, 1929 in Liber 3736 Cp 8 et seq.
2. Indenture dated June 10, 1935, executed by The City of NY and NY Central, recorded on September 9, 1935 in Liber 3909 Cp 289 et seq.
3. Deed from Robert W. Blanchette, Richard C. Bond and John H. McArthur, as Trustees of the Property of Penn Central Transportation Company, Debtor, as Grantor, to Consolidated Rail Corporation, as Grantee, dated March 30, 1976, and recorded in Reel 463, Page 1563, in the Office of the City Register, New York County, on December 15, 1978.
4. Real Property Identification Document from Despatch Shops, as Transferor, to Consolidated Rail Corporation, as Transferee, recorded in Reel 463, Page 1624 in the Office of the City Register, New York County, on December 15, 1978.

EXHIBIT A-2

Schedule of Agreements Relating to Easements

1. Agreement dated July 2, 1929, executed by The City of New York and New York Central made pursuant to Section 5 of Chapter 677 of the Laws of 1928, as Amended by Chapter 431 of the Laws of 1929 (the "NYC-NY Central Agreement").
2. The Enlarged Plan (as such term is defined in the NYC-NY Central Agreement) and all amendments and modifications to the Enlarged Plan.

EXHIBIT A-3

Property – Specific Easements

EXHIBIT B

Servient Property - Metes and Bounds Description

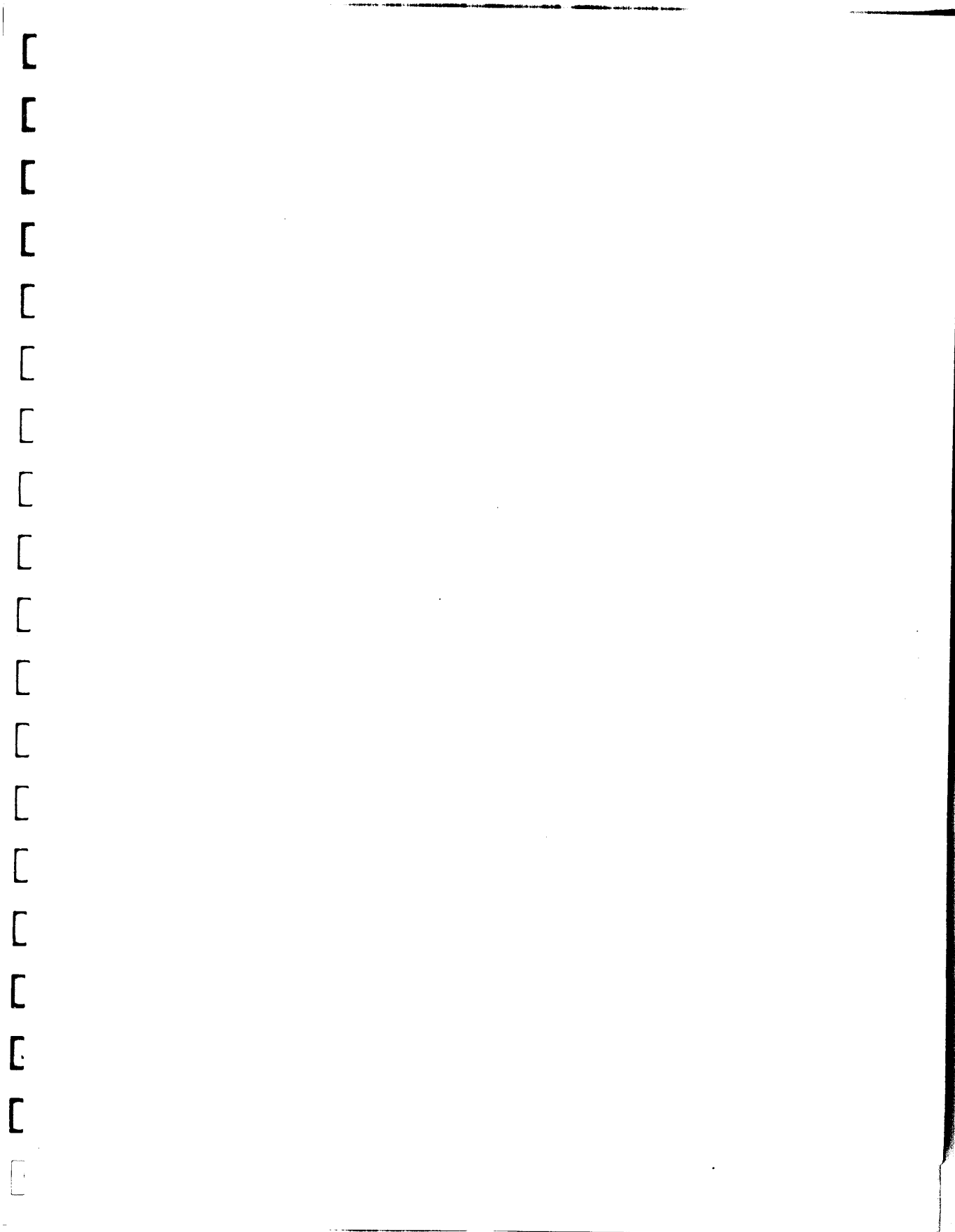


EXHIBIT G-2

**QUITCLAIM ASSIGNMENT AND ASSUMPTION, SURRENDER,
RELEASE AND WAIVER AND COVENANT NOT
TO SUE AGREEMENT REGARDING EASEMENTS**

QUITCLAIM ASSIGNMENT AND ASSUMPTION, SURRENDER, RELEASE AND WAIVER AND COVENANT NOT TO SUE AGREEMENT REGARDING EASEMENTS ("Agreement"), made and entered into as of this ____ day of ____, 2002, by and between **NEW YORK CENTRAL LINES LLC** ("Assignor"), a Delaware limited liability company whose tax and mailing address is 500 Water Street (J-910), Jacksonville, Florida 32202, and which is, by Quitclaim Deed dated as of June 1, 1999, and recorded March 1, 2000 in the office of the City Register, New York County, in Reel 3067 at Page 1110, successor in interest to Consolidated Rail Corporation, a Pennsylvania corporation whose mailing address is Two Commerce Square, 2001 Market Street (19-B), P.O. Box 41419, Philadelphia, Pennsylvania 19101-1419 ("CRC"), and **THE CITY OF NEW YORK** ("Assignee"), a municipal corporation having its principal place of business at City Hall, New York, New York 10007.

WITNESSETH:

WHEREAS, Assignor has been issued (i) as successor-in-interest to CRC, a final order of abandonment (the "Abandonment Order") from the Surface Transportation Board (the "STB") authorizing the abandonment of an elevated railway built within and upon certain easements (the "Easements", hereinafter defined) held by Assignor's predecessors-in-interest and commonly known as the "Highline" or the "West 30th Street Secondary Track" (herein "Highline") in New York City, New York, extending from 75-95 Gansevoort Street and running northerly and westerly through 547-55 West 34th Street (including the bed of West 34th Street), encumbering and traversing Assignee's real property (i) known as and by the street numbers 75-95 Gansevoort Street and 42-62 Little West 12th Street, together with (ii) the streetbeds of West 12th through West 34th Streets, all as the Highline is hereinafter more particularly described in documents scheduled in Exhibits A-1 and A-2 annexed hereto and hereby made a part hereof, and (ii) a waiver by the New York State Department of Transportation of its preferential right of acquisition of the Highline under Section 18 of the New York State Transportation Law (the "New York State Waiver");

WHEREAS, Assignor desires, as permitted by the Abandonment Order and the New York State Waiver, to implement the abandonment of the Highline and to effect by quitclaim and surrender the transfer and assignment to Assignee of certain herein-defined portions or segments of certain easements and real property interests in the Highline which it may hold, on the terms and conditions described in this Agreement.

WHEREAS, Assignee, as fee title holder of real property traversed by the Highline and encumbered by the Easements (as hereinafter defined), desires and has agreed to accept such quitclaim and surrender transfer and assignment and to assume from and after the date hereof the duties and obligations associated with such assigned and surrendered easements and segmented real property interests in the Highline, as permitted and/or required by the

Abandonment Order and the New York State Waiver and as otherwise described in this Agreement.

NOW, THEREFORE, for and in consideration of the premises, the mutual agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Assignor and Assignee covenant and agree as follows:

1. Assignment and Assumption

1.1 Assignment. Assignor does hereby remise, release and quitclaim, set over, convey and assign, and surrender to Assignee all of Assignor's right, title and interest in, of, and to all of the following (collectively, the "Assigned Property"), to have and to hold the Assigned Property herein granted to Assignee, its heirs, personal representatives, successors and assigns, forever, subject to the trust fund provisions of Section 13 of the New York Lien Law:

(a) (i) those easements specifically identified and described on Exhibit A-1 attached hereto and made a part hereof (collectively, the "Easements"), said Easements encumbering that certain real property owned in fee by Assignee in the Borough of Manhattan, City, County and State of New York, known as and by the street numbers 75-95 Gansevoort Street and 42-62 Little West 12th Street and more particularly described by metes-and-bounds on Exhibit B-1 attached hereto and hereby made a part hereof (the "Servient Property"), and the streetbeds of West 12th Street through West 34th Street inclusive (collectively, as previously defined, the "Highline Streetbeds") more particularly described in Exhibit B-2 attached hereto and hereby made a part hereof, and (ii) those agreements relating to the Easements specifically identified and described on Exhibit A-2 attached hereto and made a part hereof (the "1929 Agreements") insofar as such Easements and 1929 Agreements relate to the Servient Property and the Highline Streetbeds; and

(b) the elevated viaduct (and/or grade level railway and structures, if any), including but not limited to any and all lines, poles, pipes, appliances, equipment, structures, facilities and appurtenances as described in the Easements located exclusively within the Easements and the 1929 Agreements and situated upon or above the Servient Property (the "Assigned Segment Structure"), and all those portions of the elevated viaduct situated above the Highline Streetbeds (collectively, the "Streetbed Segment Structures") which collective railway structure (as conveyed in part hereby to Assignee as several segmented portions of the Highline) extends south from the "Northern Cut Line" as shown on Exhibit C attached hereto and made a part hereof (which "Northern Cut Line" is at the northern border of the 36th Street streetbed), and north from the "Southern Cut Line" as shown on the plan attached as Exhibit C hereto and made a part hereof.

1.2 Assumption. Assignee hereby accepts the assignment, surrender and release of the Easements and the Assigned Segment Structure and all of the Streetbed Segment Structures, and, subject to Sections 2.1, 2.3(b), 4.2 and 5 hereof, Assignee does hereby assume from and after the date hereof, and shall fulfill all of Assignor's duties and obligations of any kind or nature whatsoever (including, but not limited to, with regard to building violations and/or

environmental conditions) which arise in connection with the ownership of the Assigned Property.

1.3 Termination of Easements by Merger of Estates. Upon the assignment and assumption and release of the Easements assigned hereby, the Easements as the dominant tenement shall merge with the servient tenement, namely the fee title of the Servient Property, or of the Highline Streetbeds, as the case may be, and be thereby terminated; and furthermore, upon the recording of this Agreement in the public records, that the Easements and the 1929 Agreements be extinguished of record both as to the Servient Property and as to the Highline Streetbeds.

1.4 Recording Fees and Transfer Taxes. As a conveyance and surrender of the Easements to Assignee as a municipality, the assignment and assumption effected by this Agreement is believed by the parties hereto to be exempted from New York City and New York State transfer taxes. With regard to the payment of recording fees and transfer tax, documentary stamp tax or the like occasioned by the delivery and recordation of this Agreement, if any, Assignor and Assignee agree that Assignee shall bear the costs of same, and each agrees to execute and deliver such certificates and other documents or forms as are necessary to record this Agreement in the public records.

2. Assignor's Representations and Warranties; Conditions of Property; Assignee's Release and Waiver.

2.1 No Representations. Except as may be expressly set forth in this Agreement, Assignor has not made, and does not hereby make, any representation or warranty of any kind regarding the nature or existence of any of the Assigned Property, nor does Assignor make any representation or warranty with respect to title to the Assigned Property, or the assignability or marketability of the Assigned Property, or any other aspect of the Assigned Property. Should a claim adverse to any title hereby quitclaimed by Assignor be asserted and/or proved, no recourse shall be had or claimed against Assignor; provided, however, that Assignor represents and warrants to Assignee that Assignor has not conveyed, sold, assigned, mortgaged, pledged, hypothecated, encumbered, or otherwise transferred the Assigned Property (or any part thereof or interest therein) to any other person other than Assignee, or encumbered the Assigned Property except as disclosed in a title report delivered by Assignor to Assignee prior to the date hereof, the receipt whereof is hereby acknowledged. In the event that (i) any judgment, mechanic's or materialmen's or other recorded lien against any of the Easements or the Servient Property or the Assigned Segment Structure or the Streetbed Segment Structures exists as of the date hereof by virtue of any act or omission of Assignor or CRC or (ii) any state of facts exists as of the date hereof by virtue of any act or omission of Assignor or of any of the Assignor Affiliates (as hereinafter defined in Section 4.1 hereof) on or prior to the date hereof which results or may result in any judgment, mechanic's or materialmen's or other recorded lien after the date hereof, or (iii) Assignor breaches any representations or warranties set forth herein, then, in any such event, Assignor hereby agrees to indemnify the Assignee expressly identified in this Agreement against such judgment, lien or breach of representation or warranty.

2.2 "As Is" Condition. Assignee acknowledges and represents that Assignee is fully aware of (i) the terms and conditions of the Easements described on Exhibit A-1 annexed

hereto, and of the Abandonment Order [STB citation], and of the physical condition and state of repair of the Assigned Segment Structure (including, but not limited to, the possible presence of asbestos, lead paint, creosote and/or other Contaminants [as hereinafter defined in Section 4.1(c) hereof] on or in the Assigned Segment Structure and the Streetbed Segment Structures) and of the Servient Property and of the Highline Streetbeds, based on Assignee's own inspection and investigations thereof (or on a knowing waiver of the opportunity to make such inspection and investigation), and that Assignee is entering into this Agreement based solely upon such inspection and investigation or waiver, as the case may be, and not upon any information, data, statements or representations, written or oral, as to the physical condition, state of repair, use, cost of operation or restoration or demolition or any other matter related to the Assigned Segment Structure or the Easements, given or made by Assignor or its representatives. Assignee agrees to accept the Assigned Segment Structure "as is" in its present condition and state of repair and, except as set forth in this Agreement, subject to building violations, if any, and all risks associated with the environmental condition of the Assigned Segment Structure and the Streetbed Segment Structures. Assignee understands that such risks include the possible presence of asbestos, lead paint, creosote and/or other Contaminants on or in the Assigned Segment Structure and the Streetbed Segment Structures which may be regulated under Environmental Laws (as hereinafter defined in Section 4.1(c) hereof) in various circumstances, including but not limited to, during demolition of the Assigned Segment Structure and/or the Streetbed Segment Structures.

2.3 Release and Waiver. (A) Subject to the terms of the last sentence of Section 2.1 hereof, of subparagraph (B) of this Section 2.3, of Section 4.2 and of Section 5, Assignee, for itself and its successors, heirs, executors, administrators and assigns as owner(s) of the Servient Property and of the Highline Streetbeds, for good and valuable consideration, the receipt and adequacy whereof is hereby acknowledged, hereby (a) releases and discharges Assignor and Assignor Affiliates (as hereinafter defined) (i) from all Damages (as hereinafter defined in Section 4.1 hereof) arising out of or resulting at any time whatsoever, in any manner whatsoever, from the presence, Release (as hereinafter defined) or threatened Release of Contaminants (as hereinafter defined) on, at, to, from or under the Assigned Segment Structure and/or the Streetbed Segment Structures and/or the Servient Property and/or the Other Servient Properties (as hereinafter defined), and/or any real property to which any entity other than Assignor or any Assignor Affiliate sends any Contaminant or other material from the Servient Property or the Assigned Segment Structure for treatment, storage, disposal, recycling or re-use, or any other aspect(s) of the environmental condition of the Assigned Segment Structure and of the Streetbed Segment Structures and/or of the Servient Property or of the Other Servient Properties, including but not limited to any Damages arising under the federal Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601 et seq., or under any other Environmental Law (as hereinafter defined), or any costs of remediation or cure of any environmental condition, or removal and disposition of material, under any Environmental Law (as hereinafter defined) respecting or affecting the Assigned Segment Structure and/or the Streetbed Segment Structures and/or the Servient Property and/or the Other Servient Properties, and (ii) from all actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims and demands whatsoever, in law, admiralty or equity (collectively, "Claims"), which against Assignor and/or Assignor Affiliates, Assignee, Assignee's heirs, executors, administrators, successors and assigns ever

had, now have or hereafter can, shall or may, have for, upon, or by reason of any matter, cause or thing whatever from the beginning of the world to the day of the date of this Agreement with respect to the Servient Property, the Highline streetbeds and/or the Other Servient Properties, excepting and reserving, however, the rights of Assignee pursuant to Sections 2.1, subparagraph (B) of this Section 2.3, 4.2 and 5 of this Agreement, and (b) waives and renounces rights or claims, if any, against Assignor, its predecessors in title as titleholder to the Easements, and Assignor Affiliates, arising under the Easements and/or the 1929 Agreements, to arbitrate disputes or otherwise make claims against Assignor, and/or its predecessors-in-title, and/or Assignor Affiliates, for any alleged breach or non-performance of obligations of Assignor under such agreements or any of them arising prior or after the date of this Assignment, including but not limited to any obligation to repair or restore the Servient Property and/or adjoining public streets and ways and/or the Highline Streetbeds and/or the Other Servient Properties, and (c) waives, releases, abandons and terminates each and every trackage agreement, side track or spur track agreement, switching agreement, railway track maintenance agreement, loading dock or spur or siding deed reservation, license agreement over New York City public streets, and any other agreement, license, easement, reservation or like real property interest intended to effect interconnection of the Servient Property and/or a spur track or siding thereon with any Other Servient Property and/or a spur track or siding thereon anywhere along the length of the Highline viaduct route effected by and contained within the Easements. As used herein, "Release" means any release, spill, emission, leaking, pumping, injection, deposit, disposal, discharge, dispersal, leaching or migration, and "Environmental Law" and "Contaminants" have the meanings set forth in Section 4.1(c) hereof.

(B) Notwithstanding anything contained in this Agreement to the contrary, Assignor, on behalf of itself and Assignor Affiliates, and Assignee acknowledge and agree that neither Assignee nor its successors and assigns are releasing and/or discharging Assignor or Assignor Affiliates (and shall not be deemed to have released or discharged Assignor or Assignor Affiliates) from any claims or damages relating to or arising in any manner whatsoever out of (i) any breach by Assignor of any term, covenant, representation or warranty set forth in this Agreement (an "Agreement Breach"), or (ii) except to the extent provided by Section 4.1(c), any matter described in subparagraph (A)(a)(i) of this Section 2.3 to the extent that any such matter is raised, asserted, alleged or similarly claimed or demanded with respect to real property other than the Servient Property and the Other Servient Properties, or any property to which any material or contaminant from the Servient Property and the Other Servient Properties or the Highline was sent for treatment, storage, disposal, recycling or re-use, in either case, by any third party (i.e., a person which is not as at the date hereof, or at any time hereafter, either [w] a mortgagee with respect to the Servient Property for Assignee or any such successor or assign, or [x] a licensee or lessee or other legal or illegal occupant of the Servient Property, or [y] in the chain of fee title-holders to the Servient Property after the date hereof, or (z) in the classifications of (w) (x), or (y) with respect to any of the Other Servient Properties, any and all such described persons being deemed excluded from the definition of "third party" hereunder), including, without limitation, any governmental or quasi-governmental entity (including any environmental agency), against Assignee or its successors or assigns to the extent caused by any act or omission of Assignor or any Assignor Affiliate and/or their respective agents, employees, contractors or representatives occurring prior to the date of this Agreement (hereinafter, such claim or demand being a "Third Party Claim"), it being understood and agreed that Assignee for itself and its

successors and assigns as fee title holder of the Servient Property and of the Highline Streetbeds hereby reserves its rights, if any, with respect to (i) any Agreement Breach or (ii) any Third Party Claim (including, without limitation, claim for contribution with respect to a Third Party Claim) which Assignee or its successors and assigns as fee title holders of the Servient Property and of the Highline Streetbeds may have against Assignor or any Assignor Affiliate as a result of any matter described in this subparagraph (B); provided, however, that in no event, and notwithstanding any other term of this Section 2.3(B) will Assignee nor its successors or assigns assert any Claims against, or seek any Damages from, Assignor or Assignor Affiliates, and notwithstanding any other terms of this Section 2.3(B), Assignee for itself and its successors and assigns as the title holder(s) of the Servient Property will provide the covenant not to sue set forth in Section 4.1 to the Assignor and Assignor Affiliates relating to or arising in any manner whatsoever out of any action or omission after the date hereof by Assignee or any of its successors, assigns, heirs, executors or administrators or any of their respective employees, agents or contractors (including, but not limited to, any action or omission in connection with the demolition of the Highline).

3. Assignee's Renunciation of Railroad Operations. Assignee hereby covenants and agrees that it shall not (a) operate, run or use any trains, railcars, or similar engines to or on the Assigned Property or any portion thereof or operate any rail service of any kind whatsoever, (b) interchange traffic with Assignor or its successors or assigns, participate in any rail rate relationship with Assignor, or (d) establish or maintain any track connection with Assignor or Assignor's rails or property; and Assignee acknowledges that it does not contemplate and has not contemplated any of the foregoing, and that Assignor has not, and does not by this Agreement, assign to or confer upon Assignee any right to operate rail service or act as a common carrier.

4. Covenant Not to Sue

4.1 Covenant Not to Sue Assignor and Assignor Affiliates. Assignee, for itself and its successors and assigns as fee title holder(s) of the Servient Property and of the Highline Streetbeds, and for itself and its constituent agencies, hereby covenants and agrees never to institute, prosecute or instigate any demand, notice, claim, suit, action or proceeding against Assignor, and/or any or all of Norfolk Southern Corporation, CSX Corporation, CSX Transportation, Inc., CRC, and Conrail Inc., (as previously defined, collectively, "Assignor Affiliates"), with respect to any and all claims (including, but not limited to, claims for diminution in property value), liabilities, damages (including, but not limited to, special, consequential, direct or indirect, and for personal injury, death, or property damage), expenses (including but not limited to reasonable attorneys' and consultants' fees and expenses, court costs, administrative costs, and costs of appeal, and applicable incurred insurance deductibles or self-insured retention amounts in connection with a claim against Assignor or any Assignor Affiliate paid under insurance policies described in the Abandonment Agreement [as hereinafter defined]), suits, liabilities, costs, losses, fines or penalties of whatsoever kind or nature, whether past, present or future, direct or indirect, known or unknown, absolute or contingent, whether based in law, admiralty or equity, and whether based in contract, tort, strict liability, negligence, statute, rule, regulation, common law or otherwise (individually and collectively, "Damages") arising out of or resulting at any time whatsoever, in any manner whatsoever, from any of the following with respect to the Assigned Segment Structure and/or any other part of the Highline:

(a) the performance of any demolition and removal, restoration, or alteration work performed on or with respect to the Assigned Segment Structure and the Streetbed Segment Structures, and/or on or with respect to the Servient Properties, and/or on or with respect to the Highline and any other servient properties encumbered by the Easements (collectively, the "Other Servient Properties") for the entire length thereof from the Servient Property at 75-95 Gansevoort Street, to and including the other Servient Property at 547-55 West 34th Street, from and after the date hereof (collectively, "Post-Assignment Work"), or any other construction work associated therewith, including, without limitation, any violation of law or any misconduct, malfeasance, misfeasance or nonfeasance on the part of Assignee or of the Assignees of assigned segment structures encumbering the Other Servient Properties by instruments of quit - claim assignment and assumption of even date herewith, or any personnel thereof or any contractor performing or hired to perform any portion of any Post-Assignment Work, or any sickness, bodily injury or death of any person or persons, or loss of or damage to any property arising out of or resulting, in whole or in part, from any Post-Assignment Work or any part or stage thereof; and

(b) all claims, obligations, duties, and undertakings related to the Easements and the 1929 Agreements which arise upon or after the date hereof (including, without limitation, the duty to demolish and remove the Highline, if any), with respect to the Servient Property and the Other Servient Properties, whether such claims, obligations, duties or undertakings arise under the express terms of the Easements, the 1929 Agreements, the Abandonment Order, common law or statute;

(c) to the extent arising from Post-Assignment Work, the presence, Release or threatened Release of Contaminants on, at, to, from or under the Assigned Segment Structure and/or the Servient Property, and/or any real property to which any entity other than Assignor or any Assignor Affiliate sends any Contaminant or other material from the Servient Property or the Assigned Segment Structure for treatment, storage, disposal, re-cycling or re-use or any other aspects of the environmental condition of the Assigned Segment Structure or the Servient Property and/or the Other Servient Properties, including but not limited to any Damages arising under, without limitation, any of the federal Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601 et seq., the National Environmental Policy Act of 1969, 42 U.S.C. §§ 4321 et seq., the Energy Policy and Conservation Act, 42 U.S.C. § 6362, the Coastal Zone Management Act of 1972, 16 U.S.C. §§ 1451 et seq., Executive Order 12898 ("Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations", 59 FR 7629, February 11, 1994), the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 et seq., the Toxic Substances Control Act, 15 U.S.C. §§ 2601 et seq., and the Federal Water Pollution Control Act, 42 U.S.C. §§ 1251 et seq., or under the New York Environmental Conservation Law, §§ 1-0101 et seq., all of which have been amended or may be amended in the future, or under any other applicable federal, state or local law, statute, rule, regulation or common law theory now or hereafter in effect, and designed to protect human health or the environment (individually and collectively, "Environmental Law"), or any costs of remediation or cure of any environmental condition, or removal and disposition of material, under any Environmental Law respecting or affecting the Assigned Segment Structure and/or the Streetbed Segment Structures and/or the Servient Property and/or the Other Servient Properties; as used herein, "Contaminant" means any waste, pollutant, hazardous substance, hazardous waste, special waste, solid waste, petroleum or petroleum-derived substance or waste, asbestos,

polychlorinated biphenyls ("PCBs"), or any constituent of any such substance or waste, which is defined in or regulated by any Environmental Law; and

(d) should Post-Assignment Work involve, or any building violation(s) or Environmental Law or New York State Railroad Law require, demolition and/or removal and disposal of all or any part of the Assigned Segment Structure or of the Assigned Segment Structures over any and all of the Other Servient Properties and/or over the Streetbeds or any of them (and/or removal of grade separation structures, if any, in connection therewith) and restoration of streets, the failure or refusal to perform, or material delay or gross negligence or misconduct, malfeasance or misfeasance or nonfeasance in, such restoration and repair of public or private property, or demolition and/or removal and disposal of all or any part of the Assigned Segment Structure or of the assigned segment structures over any and all of the Other Servient Properties and/or over the Highline Streetbeds or any of them, including but not limited to highway-railroad grade separation structure removal, if any, and/or public street restoration obligations pursuant to New York State Railroad Laws Sections 93-b and 21.

4.2 Indemnification of Assignee. Assignor hereby agrees to indemnify Assignee against real estate tax and liquidated judgment claims relating to the Assigned Segment Structure and/or the Streetbed Segment Structures which arose and became a lien or liens prior to the date of this Agreement.

4.3 Indemnity Defined. As used in this Agreement, the term "indemnify" (and its cognates "indemnified" and "indemnification") shall mean the unconditional duty, to the extent permitted by law, to indemnify, defend (with counsel chosen by Assignor and reasonably acceptable to Assignee) and save and hold harmless the party(ies) to whom indemnity is directed, from and against, and to reimburse such indemnified party or parties with respect to, any Damages (except any Damages due to the gross negligence of the indemnified party) asserted against any such indemnified party or incurred by reason of or arising out of the matters with respect to which the indemnity is given.

5. Further Assurances. Upon reasonable request of Assignee, Assignor agrees that it shall hereafter deliver to Assignee such further or other documents (in form and substance satisfactory to Assignor) as are necessary to quitclaim to Assignee any right, title or interest Assignor may hold (if any) in the Servient Property and/or the Highline Streetbeds which underlies the Easements or Assigned Segment Structure or the Streetbed Segment Structures, or any of them, as the case may be, provided that the actual and reasonable cost of preparing and delivering and the cost of recording such documents (including, without limitation, any transfer tax, documentary stamp tax, recording fees, or the like), shall be at the sole expense of Assignee.

6. Compliance With Law; Mechanics' Liens. Assignee shall observe and comply with, and shall require any contractor performing Post-Assignment Work on the Assigned Segment Structure and the Streetbed Segment Structures and the Servient Property;

(a) all applicable federal, New York State and New York City laws, statutes, ordinances, rules and regulations, including but not limited to Environmental Laws, and all notices, requirements, and orders (including but not limited to building violations, if any) of any and all federal, New York State, or New York City authorities or administrative bodies,

which apply or relate to the Assigned Segment Structure or the Streetbed Segment Structures or to the undertakings of Assignee hereunder, including, without limitation, all permit requirements and safety and health requirements; and

(b) the requirements of the Easements and/or the 1929 Agreements and/or the Abandonment Order applicable to the restoration and repair, and/or the demolition and removal, of the Assigned Segment Structure and the Streetbed Segment Structures or any portion thereof or of an Assigned Segment Structure contiguous thereto.

7. Governing Law. This Agreement shall be governed and construed in accordance with the internal laws of the State of New York.

8. Separability. If any term or provision of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid and unenforceable, the remainder of this Agreement, or the application of such term or provisions to persons or circumstances to which it is valid or enforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the extent permitted by law.

9. Recording. This Agreement shall be recorded in the Office of the Recorder of Deeds in and for the City of New York promptly following the execution and delivery hereof, by Assignee at Assignee's sole cost and expense.

10. Captions; Plurals; Gender. Section headings, captions, titles and exhibit headings to this Agreement are for convenience and reference only, and are in no way to be construed as defining, limiting, or modifying the scope or intent of the various provisions of this Agreement. The plural shall be substituted for the singular, and the singular for the plural, where appropriate, and the words of any gender shall mean and include any other gender.

11. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of Assignor and Assignee, and their respective heirs, personal representatives, successors and assigns.

12. Exhibits. All Exhibits attached hereto are incorporated by reference and hereby made a part hereof.

13. Entire Agreement; No Amendment. All understandings and agreements heretofore made between the parties are merged in this Agreement, which alone fully and completely expresses their agreements. Neither this Agreement nor any provision hereof may be changed, modified, amended, supplemented, waived, discharged or terminated orally, but only by instrument in writing signed by the party against whom enforcement of the change, modification, amendment, supplement, waiver, discharge or termination is sought.

14. No Waivers. The failure of Assignor or Assignee to seek redress for violations or to insist upon the strict performance of any covenant, agreement, provision or condition of this Agreement shall not constitute a waiver thereof and Assignor or Assignee, as the case may be, shall have all remedies provided herein and under applicable law with respect to any subsequent act which originally would have constituted a violation or default hereunder.

15. Survival. Subject to and except as limited by the other terms of this Agreement, the obligations, undertakings, duties, and covenants of each of Assignor and Assignee shall survive the delivery and recording of this Agreement.

16. Notices. Any notice, request, consent or other communication under this Agreement ("Notice" or "notice") shall be in writing and sent by Registered or Certified Mail, return receipt requested, or by courier, express mail or overnight delivery with a receipt service. The date such notice shall be deemed to have been given shall be the date of receipt, the first calendar day after the date sent by courier, express or overnight ("next day delivery"), or the third calendar day after the postmark on the envelope if mailed, whichever occurs first, or by hand delivery with receipt acknowledged in writing. Notices to Assignor shall be sent to:

New York Central Lines LLC
c/o Consolidated Rail Corporation
Six Penn Center
Philadelphia, Pennsylvania 19103
Attention: Jonathan Broder, Esq.

with a copy at the same time to:

CSX Corporation
One James Center
901 East Cary Street
Richmond, Virginia 23219
Attention: Peter J. Shultz, Esq., General Counsel

and to:

David Alan Richards, Esq.
McCarter & English LLP
300 Park Avenue
New York, New York 10022

Notices to Assignee shall be sent to:

Deputy Mayor for Finance and Economic Development
City Hall
New York, New York 10007

with a copy at the same time to:

Chief, Economic Development Division
New York City Law Department
Office of the Corporation Counsel
100 Church Street
New York, New York 10007-2601

Any party hereto may change its address or designate different or other persons or entities to receive copies by notifying the other party in the manner described in this Article of the Agreement. Any counsel designated above or any replacement counsel is hereby authorized to give notices hereunder on behalf of its client.

17. Due Authorization; Complete Agreement. The persons executing this Agreement on behalf of each of Assignor and Assignee represent and warrant, each for himself or herself and the respective principal parties, that each has been duly authorized to execute this Agreement for and on behalf of Assignor and Assignee, respectively. All understandings and agreements heretofore made between the parties hereto are merged in this Agreement, which alone fully and completely expresses the agreement between Assignor and Assignee (excepting those obligations, covenants and restrictions, if any, set forth in that certain Agreement for Voluntary Amendment and for Charitable Contribution dated as of _____, 2001 [the "Abandonment Agreement"] between and among, inter alia, Assignor and Assignee, which expressly survive the execution and delivery of this Agreement at the closing of title under the Abandonment Agreement).

IN WITNESS WHEREOF, and intending to be legally bound hereby, this Agreement has been duly executed by the parties hereto as of the date first above written.

ASSIGNOR;

NEW YORK CENTRAL LINES LLC

By: _____
Manager

By: _____
Name:
Title:

ASSIGNEE:

THE CITY OF NEW YORK

By: _____
Name:
Title:

Approved as to Form:

By: _____
Name:
Acting Corporation Counsel

STATE OF NEW YORK)
COUNTY OF NEW YORK) ss:

Notary Public

Notary Public

My Commission Expires:

EXHIBIT A-1

Schedule of Easements

1. Indenture dated July 2, 1929, executed by The City of New York and the New York Central Railroad Company ("NY Central"), and recorded on August 6, 1929 in Liber 3736 Cp 8 et seq.
2. Indenture dated June 10, 1935, executed by The City of NY and NY Central, recorded on September 9, 1935 in Liber 3909 Cp 289 et seq.
3. Deed from Robert W. Blanchette, Richard C. Bond and John H. McArthur, as Trustees of the Property of Penn Central Transportation Company, Debtor, as Grantor, to Consolidated Rail Corporation, as Grantee, dated March 30, 1976, and recorded in Reel 463, Page 1563, in the Office of the City Register, New York County, on December 15, 1978.
4. Real Property Identification Document from Despatch Shops, as Transferor, to Consolidated Rail Corporation, as Transferee, recorded in Reel 463, Page 1624 in the Office of the City Register, New York County, on December 15, 1978.

EXHIBIT A-2

Schedule of Agreements Relating to Easements

1. Agreement dated July 2, 1929, executed by The City of New York and New York Central made pursuant to Section 5 of Chapter 677 of the Laws of 1928, as Amended by Chapter 431 of the Laws of 1929 (the "NYC-NY Central Agreement").
2. The Enlarged Plan (as such term is defined in the NYC-NY Central Agreement) and all amendments and modifications to the Enlarged Plan.

EXHIBIT B-1

Servient Property Description

(75-95 Gansevoort Street:)

ALL that certain plot, piece or parcel of land, situate, lying and being in the Borough and County of New York, City and State of New York known and designated as Lot 10 in Block 644, Section 2 on the Tax Map of the City of New York for the Borough of Manhattan.

(46-62 Little West 12th Street:)

ALL that certain plot, piece or parcel of land, situate, lying and being in the Borough and County of New York, City and State of New York known and designated as Lot 1 in Block 644, Section 2 on the Tax Map of the City of New York for the Borough of Manhattan.

EXHIBIT B-2
Servient Property – Streetbeds

EXHIBIT C

Northern Cut Line:

Southern Cut Line:

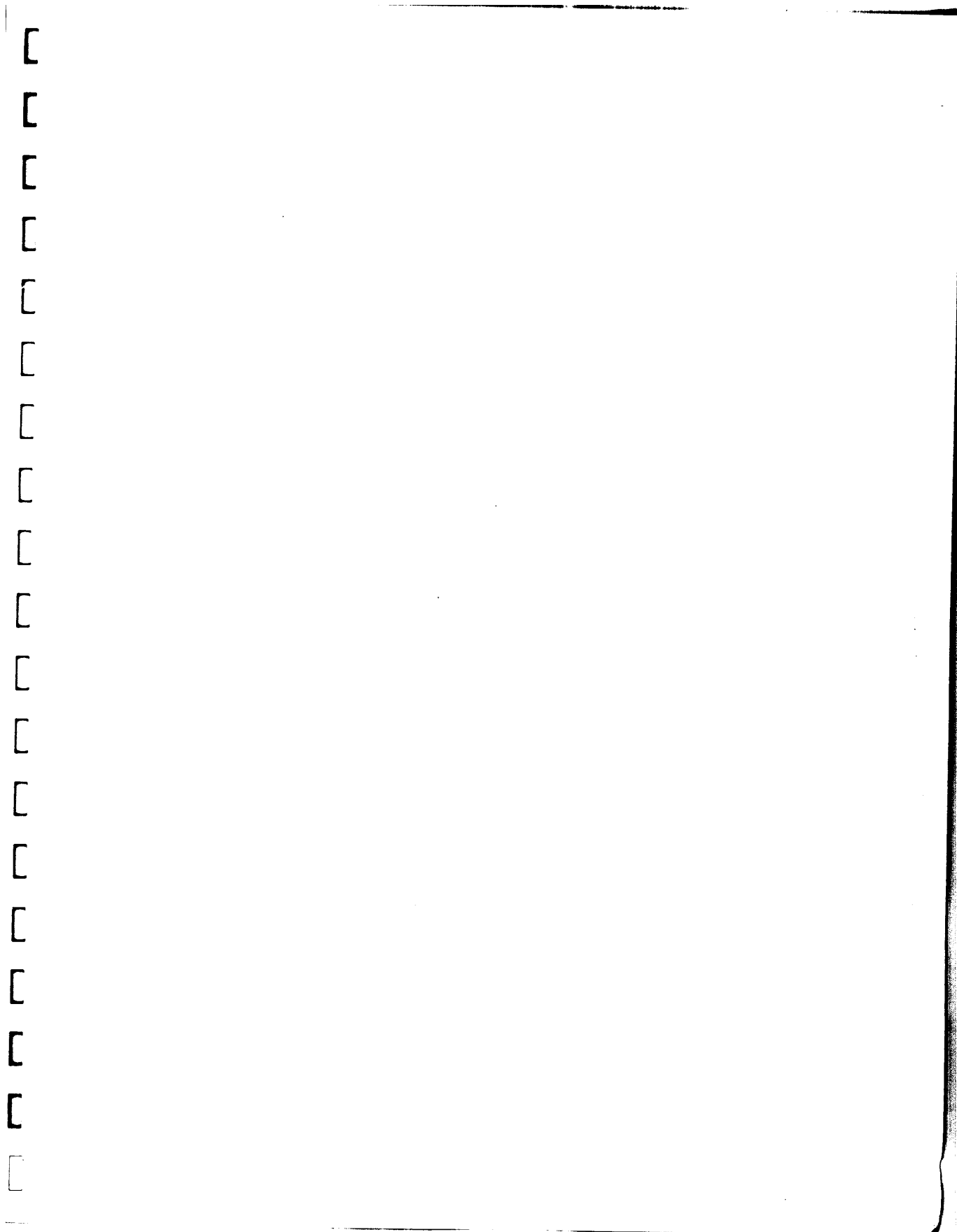


EXHIBIT G-3

**QUITCLAIM ASSIGNMENT AND ASSUMPTION
AND INDEMNIFICATION, RELEASE AND WAIVER AGREEMENT
REGARDING EASEMENTS**

QUITCLAIM ASSIGNMENT AND ASSUMPTION AND
INDEMNIFICATION, RELEASE AND WAIVER AGREEMENT REGARDING
EASEMENTS ("Agreement"), made and entered into as of this ____ day of ____, 2002, by and
between **NEW YORK CENTRAL LINES LLC** ("Assignor"), a Delaware limited liability
company whose tax and mailing address is 500 Water Street (J-910), Jacksonville, Florida
32202, and which is, by Quitclaim Deed dated as of June 1, 1999, and recorded March 1, 2000 in
the office of the City Register, New York County, in Reel 3067 at Page 1110, successor in
interest to Consolidated Rail Corporation, a Pennsylvania corporation whose mailing address is
Two Commerce Square, 2001 Market Street (19-B), P.O. Box 41419, Philadelphia, Pennsylvania
19101-1419 ("CRC"), and **METROPOLITAN TRANSPORTATION AUTHORITY**
("Assignee"), a public benefit corporation organized under the laws of the State of New York
having its principal place of business at 347 Madison Avenue, Ninth Floor, New York, New
York 10017.

WITNESSETH:

WHEREAS, Assignor has been issued (i) as successor-in-interest to CRC, a final
order of abandonment (the "Abandonment Order") from the Surface Transportation Board (the
"STB") authorizing the abandonment of an elevated railway built within and upon certain
easements (the "Easements", as hereinafter defined) held by Assignor's predecessors-in-interest
and commonly known as the "Highline" or the "West 30th Street Secondary Track" (herein
"Highline") in New York City, New York, extending from 75-95 Gansevoort Street and running
northerly and westerly through 547-55 West 34th Street (including the bed of West 34th Street),
encumbering and traversing Assignee's real property as the Highline is hereinafter more
particularly described in documents scheduled in Exhibits A-1 and A-2 annexed hereto and
hereby made a part hereof, and (ii) a waiver by the New York State Department of
Transportation of its preferential right of acquisition of the Highline under Section 18 of the New
York State Transportation Law (the "New York State Waiver");

WHEREAS, Assignor desires, as permitted by the Abandonment Order and the
New York State Waiver, to implement the STB-permitted abandonment of the Highline and to
effect by quitclaim the transfer and assignment to Assignee of a herein-defined portion or
segment of certain easements and real property interests in the Highline which it may hold, on
the terms and conditions described in this Agreement.

WHEREAS, Assignee, as fee title holder of real property traversed by the
Highline and encumbered by the Easements (as hereinafter defined), desires and has agreed to
accept such quitclaim transfer and assignment and to assume from and after the date hereof the
duties and obligations associated with such assigned easements and segmented real property

interests in the Highline, as permitted and/or required by the Abandonment Order and the New York State Waiver and as otherwise described in this Agreement.

NOW, THEREFORE, for and in consideration of the premises, the mutual agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Assignor and Assignee covenant and agree as follows:

1. Assignment and Assumption

1.1 Assignment. Assignor does hereby remise, release and quitclaim, set over, convey and assign to Assignee all of Assignor's right, title and interest in, of, and to all of the following (collectively, the "Assigned Property"), to have and to hold the Assigned Property herein granted to Assignee, its or his heirs, personal representatives, successors and assigns, forever, subject to the trust fund provisions of Section 13 of the New York Lien Law:

(a) (i) those easements specifically identified and described on Exhibit A-1 attached hereto and made a part hereof (collectively, the "Easements"), said Easements encumbering that certain real property acquired pursuant to condemnation proceedings and order dated July 27, 1988 and filed July 28, 1988, Index #4317/88 New York County Supreme Court and owned in fee by Assignor in the Borough of Manhattan, City, County and State of New York, known as and by the street numbers 501-57 West 30th Street and more particularly described by metes-and-bounds on Exhibit B attached hereto and hereby made a part hereof (the "Servient Property"), and (ii) those agreements relating to the Easements specifically identified and described on Exhibit A-2 attached hereto and made a part hereof (the "1929 Agreements") insofar as such Easements and 1929 Agreements relate to the Servient Property, to the extent, if any, all or any part of same have not been terminated and ended by that certain Correction Deed from The Owasco River Railway, Inc. and Consolidated Rail Corporation, collectively as grantor (collectively, the "Conrail Grantor"), to Eastern Starr Associates, as grantee, dated March 2, 1983 and recorded March 24, 1983, in the Office of the Register of the City of New York in Reel 674, Page 1917 (the "Conrail/Starr Correction Deed"), it being the intention of the parties hereto that all the Easements set forth therein shall be terminated and at an end and that Assignor shall be and hereby is released of any and all obligations and liabilities thereunder; and

(b) the elevated viaduct (and/or grade level railway and structures, if any), including but not limited to any and all lines, poles, pipes, appliances, equipment, structures, facilities and appurtenances as described in the Easements located exclusively within the Easements and the 1929 Agreements and situated upon or above the Servient Property, which collective railway structure (as conveyed hereby to Assignee as a segmented portion of the Highline) extends south from the "Northern Cut Line" as shown on Exhibit C attached hereto and made a part hereof (which "Northern Cut Line" is at the northern border of the 346th Street streetbed), and north from the "Southern Cut Line" as shown on the plan attached as Exhibit C hereto and made a part hereof (collectively, the "Assigned Segment Structure"); and

(c) those easements and rights and reservations (collectively, the "1983 Easements") specifically identified and described in, and excepted and reserved by, the

Conrail Grantor in Exhibit B to the Conrail/Starr Correction Deed, it being the intention of the parties hereto that all the 1983 Easements set forth therein shall be terminated and at an end and that the Conrail Grantor shall be and hereby is released of any and all obligations and liabilities thereunder.

1.2 Assumption. Assignee hereby accepts the assignment of the Easements and the 1983 Easements and the Assigned Segment Structure, and, subject to Sections 2.1, 2.3(b), 4.2 and 5 hereof, Assignee does hereby assume from and after the date hereof, and shall fulfill all of Assignor's duties and obligations of any kind or nature whatsoever (including, but not limited to, with regard to New Building Violations and/or environmental conditions) which arise from and after the date hereof by virtue of ownership of the Assigned Property.

1.3 Recording Fees and Transfer Taxes. As a conveyance of the Easements and the 1983 Easements to Assignee as a public benefit corporation without consideration in cash, goods or services, the assignment and assumption effected by this Agreement is believed by the parties hereto to be exempted from New York City and New York State transfer taxes. With regard to the payment of recording fees and transfer tax, documentary stamp tax or the like occasioned by the delivery and recordation of this Agreement, if any, Assignor and Assignee agree that Assignee shall bear the costs of same, and each agrees to execute and deliver such certificates and other documents or forms as are necessary to record this Agreement in the public records.

2. Assignor's Representations and Warranties; Conditions of Property; Assignee's Release and Waiver.

2.1 No Representations. Except as may be expressly set forth in this Agreement, Assignor has not made, and does not hereby make, any representation or warranty of any kind regarding the nature or existence of any of the Assigned Property, nor does Assignor make any representation or warranty with respect to title to the Assigned Property, or the assignability or marketability of the Assigned Property, or any other aspect of the Assigned Property. Should a claim adverse to any title hereby quitclaimed by Assignor be asserted and/or proved, no recourse shall be had or claimed against Assignor; provided, however, that Assignor represents and warrants to Assignee that Assignor has not conveyed, sold, assigned, mortgaged, pledged, hypothecated, encumbered, or otherwise transferred the Assigned Property (or any part thereof or interest therein) to any other person other than Assignee, or (y) encumbered the Assigned Property except as disclosed in a title report delivered by Assignor to Assignee prior to the date hereof, the receipt whereof is hereby acknowledged. In the event that (i) any judgment, mechanic's or materialmen's or other recorded lien against any of the Easements or the Servient Property exists as of the date hereof by virtue of any act or omission of Assignor or CRC or (ii) any state of facts exists as of the date hereof by virtue of any act or omission of Assignor or of any of the Assignor Affiliates (as hereinafter defined in Section 4.1 hereof) on or prior to the date hereof which results or may result in any judgment, mechanic's or materialmen's or other recorded lien after the date hereof, or (iii) Assignor breaches any representations or warranties set forth herein, then, in any such event, Assignor hereby agrees to indemnify the Assignee expressly identified in this Agreement against such judgment, lien, or breach of representation or warranty.

2.2 "As Is" Condition. Assignee acknowledges and represents that Assignee is fully aware of (i) the terms and conditions of the Easements described on Exhibit A-1 annexed hereto and of the 1983 Easements, and of the Abandonment Order [STB citation], and of the physical condition and state of repair of the Assigned Segment Structure (including, but not limited to, the possible presence of asbestos, lead paint, creosote and/or other Contaminants [as hereinafter defined in Section 4.1(c) hereof] on or in the Assigned Segment Structure) and of the Servient Property, based on Assignee's own inspection and investigations thereof (or on a knowing waiver of the opportunity to make such inspection and investigation), and that Assignee is entering into this Agreement based solely upon such inspection and investigation or waiver, as the case may be, and not upon any information, data, statements or representations, written or oral, as to the physical condition, state of repair, use, cost of operation or restoration or demolition or any other matter related to the Assigned Segment Structure or the Easements, given or made by Assignor or its representatives. Assignee agrees to accept the Assigned Segment Structure "as is" in its present condition and state of repair and, except as set forth in this Agreement, subject to building violations, if any, and all risks associated with the environmental condition of the Assigned Segment Structure. Assignee understands that such risks include the possible presence of asbestos, lead paint, creosote and/or other Contaminants on or in the Assigned Segment Structure and/or Servient property which may be regulated under Environmental Laws (as hereinafter defined in Section 4.1(c) hereof) in various circumstances, including but not limited to, during demolition of the Assigned Segment Structure.

2.3 Release and Waiver. (A) Subject to the terms of the last sentence of Section 2.1 hereof, of subparagraph (B) of this Section 2.3, of Section 4.2, and of Section 5, Assignee, for itself and its successors and assigns as owner(s) of the Servient Property, for good and valuable consideration, the receipt and adequacy whereof is hereby acknowledged, hereby (a) releases and discharges Assignor and Assignor Affiliates (as hereinafter defined) (i) from all Damages (as hereinafter defined in Section 4.1 hereof) relating to or arising in any manner whatsoever out of or resulting from the presence, Release (as hereinafter defined) or threatened Release of Contaminants on, at, to, from or under the Assigned Segment Structure and/or the Servient Property, and/or any real property to which any entity other than Assignor or Assignor Affiliates sends any Containment or other material from the Servient Property or the Assigned Segment Structure for treatment, storage, disposal, recycling or re-use, or any other aspect(s) of the environmental condition of the Assigned Segment Structure and/or of the Servient Property, including but not limited to any Damages arising under the federal Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601 et seq., or under any other Environmental Law, or any costs of remediation or cure of any environmental condition, or removal and disposition of material, under any Environmental Law (as hereinafter defined) respecting or affecting the Assigned Segment Structure and/or the Servient Property, and (ii) from all actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims and demands whatsoever, in law, admiralty or equity (collectively, "Claims"), which against Assignor and/or Assignor Affiliates, Assignee, Assignee's heirs, executors, administrators, successors and assigns ever had, now have or hereafter can, shall or may, have for, upon, or by reason of any matter, cause or thing whatever from the beginning of the world to the day of the date of this Agreement, excepting and reserving, however, the rights of Assignee pursuant to Sections 2.1, subparagraph (B) of this Section 2.3, 4.2 and 5 of this Agreement, and (iii) from all liabilities and

obligations of whatsoever kind and nature to demolish and remove all railroad structures and other improvements of Assignor within the easement area of the 1983 Easements and to repair and restore all damage caused to the Servient Property as a result thereof, as more particularly described in clauses (2) and (3) appearing on pages 13 -14 of the Conrail/Starr Correction Deed, and (b) waives and renounces rights or claims, if any, against Assignor, its predecessors in title as titleholder to the Easements, and Assignor Affiliates, arising under the Easements and/or the 1929 Agreements, to arbitrate disputes or otherwise make claims against Assignor, and/or its predecessors-in-title, and/or Assignor Affiliates, for any alleged breach or non-performance of obligations of Assignor under such agreements or any of them arising prior or after the date of this Assignment, including but not limited to any obligation to repair or restore the Servient Property and/or adjoining public streets and ways, and (c) waives, releases, abandons and terminates each and every trackage agreement, side track or spur track agreement, switching agreement, railway track maintenance agreement, loading dock or spur or siding deed reservation, license agreement over New York City public streets, and any other agreement, license, easement, reservation or like real property interest intended to effect interconnection of the Servient Property and/or a spur track or siding thereon with any other servient property and/or a spur track or siding thereon anywhere along the length of the Highline viaduct route effected by and contained within the Easements and/or the 1983 Easements. As used herein, "Release" means any release, spill, emission, leaking, pumping, injection, deposit, disposal, discharge, dispersal, leaching or migration.

(B) Notwithstanding anything contained in this Agreement to the contrary, Assignor, on behalf of itself and Assignor Affiliates, and Assignee acknowledge and agree that neither Assignee nor its successors and assigns are releasing and/or discharging Assignor or Assignor Affiliates (and shall not be deemed to have released or discharged Assignor or Assignor Affiliates) from any claims or damages relating to or arising in any manner whatsoever out of (i) any breach by Assignor of any term, covenant, representation or warranty set forth in this Agreement (an "Agreement Breach"), or (ii) except to the extent otherwise provided by Section 4.1(c), any matter described in subparagraph (A)(a)(i) of this Section 2.3 to the extent that any such matter is raised, asserted, alleged or similarly claimed or demanded with respect to real property other than the Servient Property, or any property to which any material or contaminant from the Servient Property or the Highline was sent for treatment, storage, disposal, recycling or re-use, by any third party (i.e., a person which is not as at the date hereof, or at any time hereafter, either [x] a mortgagee with respect to the Servient Property for Assignee or any such successor or assign, or [y] a licensee or lessee or other legal or illegal occupant of the Servient Property, or [z] in the chain of fee title-holders to the Servient Property after the date hereof, any and all such described persons being deemed excluded from the definition of "third party" hereunder), including, without limitation, any governmental or quasi-governmental entity (including any environmental agency), against Assignee or its successors or assigns to the extent caused by any act or omission of Assignor or any Assignor Affiliate and/or their respective agents, employees, contractors or representatives occurring prior to the date of this Agreement (hereinafter, such claim or demand being a "Third Party Claim"), it being understood and agreed that Assignee for itself and its successors and assigns as fee title holder of the Servient Property hereby reserves its rights, if any, with respect to (i) any Agreement Breach or (ii) any Third Party Claim (including, without limitation, claim for contribution with respect to a Third Party Claim) which Assignee or its successors and assigns as fee title holders of the Servient Property

may have against Assignor or any Assignor Affiliate as a result of any matter described in this subparagraph (B); provided, however, that in no event, and notwithstanding any other term of this Section 2.3(B), will Assignee nor its successors or assigns assert any Claims against, or seek any Damages from, Assignor or Assignor Affiliates, and notwithstanding any other terms of this Section 2.3(B), Assignee for itself and its successors and assigns as fee title holder(s) of the Servient Property will provide one indemnification set forth in Section 4.1 to Assignor and Assignor Affiliates relating to or arising in any manner whatsoever out of any action or omission after the date hereof by Assignee or any of its successors or assigns or any of their respective employees, agents or contractors (including, but not limited to, any action or omission in connection with the demolition of the Highline).

3. Assignee's Renunciation of Railroad Operations. Assignee hereby covenants and agrees that it shall not (a) operate, run or use any trains, railcars, or similar engines to or on the Assigned Property or any portion thereof or operate any rail service of any kind whatsoever, (b) interchange traffic with Assignor or its successors or assigns, participate in any rail rate relationship with Assignor, or (d) establish or maintain any track connection with Assignor or Assignor's rails or property; and Assignee acknowledges that it does not contemplate and has not contemplated any of the foregoing, and that Assignor has not, and does not by this Agreement, assign to or confer upon Assignee any right to operate rail service or act as a common carrier.

4. Indemnification

4.1 Indemnification of Assignor and Assignor Affiliates; Covenant Running With Land. Subject to the terms of Section 2.3(B) hereof, Assignee, for itself and its successors and assigns as fee title holder(s) of the Servient Property, hereby covenants and agrees to be responsible to Assignor for and to release and indemnify Assignor, Norfolk Southern Corporation, CSX Corporation, CSX Transportation, Inc., CRC, and Conrail Inc., (as previously defined, collectively, "Assignor Affiliates"), from and against any and all claims (including, but not limited to, claims for diminution in property value), liabilities, damages (including, but not limited to, special, consequential, direct or indirect), expenses (including but not limited to reasonable attorneys' and consultants' fees and expenses, court costs, administrative costs, and costs of appeal, and applicable incurred insurance deductibles or self-insured retention amounts in connection with a claim against Assignor or any Assignor Affiliate paid under insurance policies described in in the Abandonment Agreement [as hereinafter defined], suits, liabilities, costs, losses, fines or penalties of whatsoever kind or nature, whether past, present or future (individually and collectively, "Damages")) arising out of or resulting at any time whatsoever, in any manner whatsoever, from any of the following with respect to the Assigned Segment Structure:

(a) the performance of any demolition and removal, restoration, or alteration work performed on or with respect to the Assigned Segment Structure, and/or on or with respect to the Servient Property, from and after the date hereof (collectively, "Post-Assignment Work"), or any other construction work associated therewith, including, without limitation, any violation of law or any misconduct, malfeasance, misfeasance or nonfeasance on the part of Assignee or any personnel thereof or any contractor performing or hired to perform any portion of any Post-Assignment Work, or any sickness, bodily injury or death of any person

or persons, or loss of or damage to any property arising out of or resulting, in whole or in part, from any Post-Assignment Work or any part or stage thereof; and

(b) all claims, obligations, duties, and undertakings related to the Easements and the 1929 Agreements which arise upon or after the date hereof (including, without limitation, the duty to demolish and remove the Highline, if any), whether such claims, obligations, duties or undertakings arise under the express terms of the Easements, the 1929 Agreements, the Abandonment Order, common law or statute;

(c) to the extent arising from Post-Assignment Work, the presence, Release or threatened Release of Contaminants on, at, to, from or under the Assigned Segment Structure and/or the Servient Property, and/or any real property to which any entity other than Assignor or Assignor Affiliates sends any Contaminant or other material from the Servient Property or the Assigned Segment Structure for treatment, storage, disposal, recycling or re-use, or any other aspects of the environmental condition of the Assigned Segment Structure or the Servient Property, including but not limited to any Damages arising under, without limitation, any of the federal Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. §§9601 *et seq.*, the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§4321 *et seq.*, the Energy Policy and Conservation Act, 42 U.S.C. §6362, the Coastal Zone Management Act of 1972, as amended, 16 U.S.C. §§1451 *et seq.*, Executive Order 12898 ("Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations", 59 FR 7629, February 11, 1994), the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 *et seq.*, the Toxic Substances Control Act, 15 U.S.C. §§2601 *et seq.*, and the Federal Water Pollution Control Act, 42 U.S.C. §§1251 *et seq.*, or under the New York Environmental Conservation Law, §§1-0101 *et seq.*, any other applicable federal, state or local law, statute, rule, regulation or common law theory now or hereafter in effect, and designed to protect human health or the environment (individually and collectively, "Environmental Law"), or any costs of remediation or cure of any environmental condition, or removal and disposition of material, under any Environmental Law respecting or affecting the Assigned Segment Structure and/or the Servient Property; as used herein, "Contaminant" means any waste, pollutant, hazardous substance, hazardous waste, special waste, solid waste, petroleum or petroleum-designed substance or waste, asbestos, polychlorinated biphenyl's ("PCBs"), or any constituent of any such substance or waste, which is defined in or regulated by any Environmental Law; and

(d) should Post-Assignment Work involve, or any building violation(s) or Environmental Law or New York State Railroad Law require, demolition and/or removal and disposal of all or any part of the Assigned Segment Structure (and/or removal of grade separation structures, if any) and restoration of streets, the failure or refusal to perform, or material delay or gross negligence or misconduct, malfeasance or misfeasance or nonfeasance in, such restoration and repair of public or private property, or demolition and/or removal and disposal of all or any part of the Assigned Segment Structure, including but not limited to highway-railroad grade separation structure removal, if any, and/or public street restoration obligations pursuant to New York State Railroad Laws Sections 93 and 21.

The foregoing covenant and agreement of Assignee is and is intended to be a covenant running with the land of the Easements and the Servient Property, and the foregoing covenant shall run

with the land of the Servient Property until such time as both (i) the Assigned Segment Structure shall have been demolished and removed in its entirety in accordance with all applicable laws, including but not limited to any and all Environmental Laws, and (ii) the statute of limitations bars the making of any claims by any natural person or entity against Assignor and/or any Assignor Affiliates under the Easements and/or the 1929 Agreements.

4.2 Indemnification of Assignee. Assignor hereby agrees to indemnify Assignee against real estate tax and liquidated judgment claims relating to the Assigned Segment Structure which arose and became a lien or liens prior to the date of this Agreement.

4.3 Indemnity Defined. As used in this Agreement, the term "indemnify" (and its cognates "indemnified" and "indemnification") shall mean the unconditional duty to indemnify, defend (with counsel chosen by Assignee and reasonably acceptable to Assignor) and save and hold harmless the party(ies) to whom indemnity is directed, from and against, and to reimburse such indemnified party or parties with respect to, any Damages asserted against any such indemnified party or incurred by reason of or arising out of the matters with respect to which the indemnity is given.

5. Further Assurances. Upon reasonable request of Assignee, Assignor agrees that it shall hereafter deliver to Assignee such further or other documents (in form and substance satisfactory to Assignor) as are necessary to quitclaim to Assignee any right, title or interest Assignor may hold (if any) in the Servient Property which underlies the Easements or Assigned Segment Structure, provided that the actual and reasonable cost of preparing, delivering and the cost of recording such documents (including, without limitation, any transfer tax, documentary stamp tax, recording fees, or the like), shall be at the sole expense of Assignee.

6. Compliance With Law; Mechanics' Liens. Assignee shall observe and comply with, and shall require any contractor performing Post-Assignment Work on the Assigned Segment Structure and/or the Servient Property to comply with:

(a) all applicable federal, New York State and New York City laws, statutes, ordinances, rules and regulations, including but not limited to Environmental Laws, and all notices, requirements, and orders (including but not limited to building violations, if any) of any and all federal, New York State, or New York City authorities or administrative bodies, which apply or relate to the Assigned Segment Structure or any portion thereof, or to the undertakings of Assignee hereunder, including, without limitation, all permit requirements and safety and health requirements; and

(b) the requirements of the Easements and/or the 1929 Agreements and/or the Abandonment Order applicable to the restoration and repair, and/or the demolition and removal, of the Assigned Segment Structure or any portion thereof or of an Assigned Segment Structure contiguous thereto.

7. Termination of Easements by Merger of Estates. It is the intention of the parties hereto that, upon the assignment and assumption of the Easements assigned hereby, the Easements as the dominant tenement shall merge with the servient tenement, namely the fee title of the Servient Property, and be thereby terminated; and furthermore, upon the recording of this

Agreement in the public records, that the Easements and the 1929 Agreements be extinguished of record as to the Servient Property.

8. Governing Law. This Agreement shall be governed and construed in accordance with the internal laws of the State of New York.

9. Separability. If any term or provision of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid and unenforceable, the remainder of this Agreement, or the application of such term or provisions to persons or circumstances to which it is valid or enforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the extent permitted by law.

10. Recording. This Agreement shall be recorded in the Office of the Recorder of Deeds in and for the City of New York promptly following the execution and delivery hereof, by Assignee at Assignee's sole cost and expense.

11. Captions; Plurals; Gender. Section headings, captions, titles and exhibit headings to this Agreement are for convenience and reference only, and are in no way to be construed as defining, limiting, or modifying the scope or intent of the various provisions of this Agreement. The plural shall be substituted for the singular, and the singular for the plural, where appropriate, and the words of any gender shall mean and include any other gender.

12. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of Assignor and Assignee, and their respective heirs, personal representatives, successors and assigns.

13. Exhibits. All Exhibits attached hereto are incorporated by reference and hereby made a part hereof.

14. Entire Agreement; No Amendment. All understandings and agreements heretofore made between the parties are merged in this Agreement, which alone fully and completely expresses their agreements. Neither this Agreement nor any provision hereof may be changed, modified, amended, supplemented, waived, discharged or terminated orally, but only by instrument in writing signed by the party against whom enforcement of the change, modification, amendment, supplement, waiver, discharge or termination is sought.

15. No Waivers. The failure of Assignor or Assignee to seek redress for violations or to insist upon the strict performance of any covenant, agreement, provision or condition of this Agreement shall not constitute a waiver thereof and Assignor or Assignee, as the case may be, shall have all remedies provided herein and under applicable law with respect to any subsequent act which originally would have constituted a violation or default hereunder.

16. Survival. Subject to and except as limited by the other terms of this Agreement, the obligations, undertakings, duties, and covenants of each of Assignor and Assignee shall survive the delivery and recording of this Agreement.

17. Notices. Any notice, request, consent or other communication under this Agreement ("Notice" or "notice") shall be in writing and sent by Registered or Certified Mail,

return receipt requested, or by courier, express mail or overnight delivery with a receipt service. The date such notice shall be deemed to have been given shall be the date of receipt, the first calendar day after the date sent by courier, express or overnight ("next day delivery"), or the third calendar day after the postmark on the envelope if mailed, whichever occurs first. Notices to Assignor shall be sent to:

New York Central Lines LLC
c/o Consolidated Rail Corporation
Six Penn Center
Philadelphia, Pennsylvania 19103
Attention: Jonathan Broder, Esq.

with a copy at the same time to:

CSX Corporation
One James Center
901 East Cary Street
Richmond, Virginia 23219
Attention: Peter J. Shudtz, Esq., General Counsel

and to:

David Alan Richards, Esq.
McCarter & English LLP
300 Park Avenue
New York, New York 10022

Notices to Assignee shall be sent to:

Metropolitan Transit Authority
347 Madison Avenue
9th Floor
New York, New York 10017

with a copy at the same time to:

Anthony Semancik, Esq.
Metropolitan Transportation Authority
347 Madison Avenue, Ninth Floor
New York, New York 10017

Any party hereto may change its address or designate different or other persons or entities to receive copies by notifying the other party in the manner described in this Article of the Agreement. Any counsel designated above or any replacement counsel is hereby authorized to give notices hereunder on behalf of its client.

18. Due Authorization; Complete Agreement. The persons executing this Agreement on behalf of each of Assignor and Assignee represent and warrant, each for himself

or herself and the respective principal parties, that each has been duly authorized to execute this Agreement for and on behalf of Assignor and Assignee, respectively. All understandings and agreements heretofore made between the parties hereto are merged in this Agreement, which alone fully and completely expresses the agreement between Assignor and Assignee (excepting those obligations, covenants and restrictions set forth in that certain Agreement for Voluntary Abandonment and for Charitable Contribution dated as of _____, 2001 [the "Abandonment Agreement"] between and among, inter alia, Assignor and Assignee, which expressly survive the execution and delivery of this Agreement at the closing of title under the Abandonment Agreement).

IN WITNESS WHEREOF, and intending to be legally bound hereby, this Agreement has been duly executed by the parties hereto as of the date first above written.

ASSIGNOR;

NEW YORK CENTRAL LINES LLC

By: _____
Manager

By: _____
Name:
Title:

ASSIGNEE:

**METROPOLITAN TRANSPORTATION
AUTHORITY**

By: _____
Name:
Title:

EXHIBIT A-1

Schedule of Easements

1. Indenture dated July 2, 1929, executed by The City of New York and the New York Central Railroad Company ("NY Central"), and recorded on August 6, 1929 in Liber 3736 Cp 8 et seq.
2. Indenture dated June 10, 1935, executed by The City of NY and NY Central, recorded on September 9, 1935 in Liber 3909 Cp 289 et seq.
3. Deed from Robert W. Blanchette, Richard C. Bond and John H. McArthur, as Trustees of the Property of Penn Central Transportation Company, Debtor, as Grantor, to Consolidated Rail Corporation, as Grantee, dated March 30, 1976, and recorded in Reel 463, Page 1563, in the Office of the City Register, New York County, on December 15, 1978.
4. Real Property Identification Document from Despatch Shops, as Transferor, to Consolidated Rail Corporation, as Transferee, recorded in Reel 463, Page 1624 in the Office of the City Register, New York County, on December 15, 1978.

EXHIBIT A-2

Schedule of Agreements Relating to Easements

1. Agreement dated July 2, 1929, executed by The City of New York and New York Central made pursuant to Section 5 of Chapter 677 of the Laws of 1928, as Amended by Chapter 431 of the Laws of 1929 (the "NYC-NY Central Agreement").
2. The Enlarged Plan (as such term is defined in the NYC-NY Central Agreement) and all amendments and modifications to the Enlarged Plan.

EXHIBIT B

Servient Property - Metes and Bounds Description

EXHIBIT C

Northern Cut Line:

Southern Cut Line:



EXHIBIT G-4

**QUITCLAIM ASSIGNMENT AND ASSUMPTION
AND INDEMNIFICATION, RELEASE AND WAIVER AGREEMENT
REGARDING EASEMENTS**

QUITCLAIM ASSIGNMENT AND ASSUMPTION AND
INDEMNIFICATION, RELEASE AND WAIVER AGREEMENT REGARDING
EASEMENTS ("Agreement"), made and entered into as of this ____ day of ____, 2002, by and
between **NEW YORK CENTRAL LINES LLC** ("Assignor"), a Delaware limited liability
company whose tax and mailing address is 500 Water Street (J-910), Jacksonville, Florida
32202, and which is, by Quitclaim Deed dated as of June 1, 1999, and recorded March 1, 2000 in
the office of the City Register, New York County, in Reel 3067 at Page 1110, successor in
interest to Consolidated Rail Corporation, a Pennsylvania corporation whose mailing address is
Two Commerce Square, 2001 Market Street (19-B), P.O. Box 41419, Philadelphia, Pennsylvania
19101-1419 ("CRC"), and **TRIBOROUGH BRIDGE AND TUNNEL AUTHORITY**
Assignee"), a body corporate and politic constituting a public benefit corporation of the State of
New York _____ having an office at _____,
New York, New York 100__.

WITNESSETH:

WHEREAS, Assignor has been issued (i) as successor-in-interest to CRC, a final
order of abandonment (the "Abandonment Order") from the Surface Transportation Board (the
"STB") authorizing the abandonment of an elevated railway built within and upon certain
easements (the "Easements", hereinafter defined) held by Assignor's predecessors-in-interest and
commonly known as the "Highline" or the "West 30th Street Secondary Track" (herein
"Highline") in New York City, New York, extending from 75-95 Gansevoort Street and running
northerly and westerly through 547-55 West 34th Street (including the bed of West 34th Street),
encumbering and traversing Assignee's real property as the Highline is hereinafter more
particularly described in documents scheduled in Exhibits A-1 and A-2 annexed hereto and
hereby made a part hereof, and (ii) a waiver by the New York State Department of
Transportation of its preferential right of acquisition of the Highline under Section 18 of the New
York State Transportation Law (the "New York State Waiver");

WHEREAS, Assignor desires, as permitted by the Abandonment Order and the
New York State Waiver, to implement the abandonment of the Highline and to effect by
quitclaim the transfer and assignment to Assignee of a herein-defined portion or segment of
certain easements and real property interests in the Highline which it may hold, on the terms and
conditions described in this Agreement.

WHEREAS, Assignee, as fee title holder of real property traversed by the
Highline and encumbered by the Easements as hereinafter defined, desires and has agreed to
accept such quitclaim transfer and assignment and to assume from and after the date hereof the
duties and obligations associated with such assigned easements and segmented real property

interests in the Highline, as permitted and/or required by the Abandonment Order and the New York State Waiver and as otherwise described in this Agreement.

NOW, THEREFORE, for and in consideration of the premises, the mutual agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Assignor and Assignee covenant and agree as follows:

1. Assignment and Assumption

1.1 Assignment. Assignor does hereby remise, release and quitclaim, set over, convey and assign to Assignee all of Assignor's right, title and interest in, of, and to all of the following (collectively, the "Assigned Property"), to have and to hold the Assigned Property herein granted to Assignee, its or his heirs, personal representatives, successors and assigns, forever, subject to the trust fund provisions of Section 13 of the New York Lien Law:

(a) (i) those easements specifically identified and described on Exhibit A-1 attached hereto and made a part hereof (collectively, the "Easements"), said Easements encumbering that certain real property acquired pursuant to deed made by Owasco River Railway, Inc. and consolidated Rail Corporation dated December 15, 1980 and recorded December 17, 1980 in Reel 547, Page 1306 and to correction deed dated August 12, 1981, and recorded September 14, 1981 in Reel 582, Page 1102 in the office of the City Register, New York County (the "1981 Deed"), each as modified by Release of Easements from Consolidated Rail Corporation dated March 26, 1982 and recorded April 21, 1982 in Reel 619 at Page 626, in the Borough of Manhattan, City, County and State of New York, known as and by the street numbers 320 12th Avenue (Block 676, Lot 3) and (no street address) Block 702, Lot 1, and more particularly described by metes-and-bounds on Exhibit B attached hereto and hereby made a part hereof (the "Servient Property"), and (ii) those agreements relating to the Easements specifically identified and described on Exhibit A-2 attached hereto and made a part hereof (the "1929 Agreements") insofar as such Easements and 1929 Agreements relate to the Servient Property; and

(b) the elevated viaduct (and/or grade level railway and structures, if any), including but not limited to any and all lines, poles, pipes, appliances, equipment, structures, facilities and appurtenances as described in the Easements located exclusively within the Easements and the 1929 Agreements and situated upon or above the Servient Property, which collective railway structure (as conveyed hereby to Assignee as a segmented portion of the Highline) extends south from the "Northern Cut Line" as shown on Exhibit C attached hereto and made a part hereof (which "Northern Cut Line" is at the northern border of the 36th Street streetbed), and north from the "Southern Cut Line" as shown on the plan attached as Exhibit C hereto and made a part hereof (collectively, the "Assigned Segment Structure"); and

(c) those easements and rights and reservations (for the Spur, the Railroad Tracks and Equipment, and the Utility Equipment (all as said terms are defined in the 1981 Deed and collectively, the "1981 Easements") specifically identified and described in, and excepted and reserved by, the party of the first part (the "Conrail Grantor") on p. 4 of the 1981 Deed, it being the intention of the parties hereto that all the 1981 Easements set forth therein

shall be terminated and at an end and that the Conrail Grantor shall be and hereby is released of any and all obligations and liabilities thereunder.

1.2 Assumption. Assignee hereby accepts the assignment of the Easements and the 1981 Easements and the Assigned Segment Structure, and subject to Sections 2.1, 2.3(b), 4.2 and 5 hereof, Assignee does hereby assume from and after the date hereof, and shall fulfill all of Assignor's duties and obligations of any kind or nature whatsoever (including, but not limited to, with regard to New Building Violations and/or environmental conditions) which arise from and after the date hereof by virtue of ownership of the Assigned Property.

1.3 Recording Fees and Transfer Taxes. As a conveyance of the Easements and the 1981 Easements to Assignee as a public benefit corporation without consideration in cash, goods or services, the assignment and assumption effected by this Agreement is believed by the parties hereto to be exempted from New York City and New York State transfer taxes. With regard to the payment of recording fees and transfer tax, documentary stamp tax or the like occasioned by the delivery and recordation of this Agreement, if any, Assignor and Assignee agree that Assignee shall bear the costs of same, and each agrees to execute and deliver such certificates and other documents or forms as are necessary to record this Agreement in the public records.

2. Assignor's Representations and Warranties; Conditions of Property; Assignee's Release and Waiver

2.1 No Representations. Except as may be expressly set forth in this Agreement, Assignor has not made, and does not hereby make, any representation or warranty of any kind regarding the nature or existence of any of the Assigned Property, nor does Assignor make any representation or warranty with respect to title to the Assigned Property, or the assignability or marketability of the Assigned Property, or any other aspect of the Assigned Property. Should a claim adverse to any title hereby quitclaimed by Assignor be asserted and/or proved, no recourse shall be had or claimed against Assignor; provided, however, that Assignor represents and warrants to Assignee that Assignor has not conveyed, sold, assigned, mortgaged, pledged, hypothecated, encumbered, or otherwise transferred the Assigned Property (or any part thereof or interest therein) to any other person other than Assignee, or (y) encumbered the Assigned Property except as disclosed in a title report delivered by Assignor to Assignee prior to the date hereof, the receipt whereof is hereby acknowledged. In the event that (i) any judgment, mechanic's or materialmen's or other recorded lien against any of the Easements or the Servient Property exists as of the date hereof by virtue of any act or omission of Assignor or CRC or (ii) any state of facts exists as of the date hereof by virtue of any act or omission of Assignor or of any of the Assignor Affiliates (as hereinafter defined in Section 4.1 hereof) on or prior to the date hereof which results or may result in any judgment, mechanic's or materialmen's or other recorded lien after the date hereof, or (iii) Assignor breaches any representations or warranties set forth herein, then, in any such event, Assignor hereby agrees to indemnify the Assignee expressly identified in this Agreement against such judgment, lien, or breach of representation or warranty.

2.2 "As Is" Condition. Assignee acknowledges and represents that Assignee is fully aware of (i) the terms and conditions of the Easements described on Exhibit A-1 annexed

hereto and of the 1981 Easements, and of the Abandonment Order [STB citation], and of the physical condition and state of repair of the Assigned Segment Structure (including, but not limited to, the possible presence of asbestos, lead paint, creosote and/or other Contaminants [as hereinafter defined in Section 4.1(c) hereof] on or in the Assigned Segment Structure) and of the Servient Property, based on Assignee's own inspection and investigations thereof (or on a knowing waiver of the opportunity to make such inspection and investigation), and that Assignee is entering into this Agreement based solely upon such inspection and investigation or waiver, as the case may be, and not upon any information, data, statements or representations, written or oral, as to the physical condition, state of repair, use, cost of operation or restoration or demolition or any other matter related to the Assigned Segment Structure or the Easements, given or made by Assignor or its representatives. Assignee agrees to accept the Assigned Segment Structure "as is" in its present condition and state of repair and, except as set forth in this Agreement, subject to building violations, if any, and all risks associated with the environmental condition of the Assigned Segment Structure. Assignee understands that such risks include the possible presence of asbestos, lead paint, creosote and/or other Contaminants on or in the Assigned Segment Structure and/or Servient property which may be regulated under Environmental Laws (as hereinafter defined in Section 4.1(c) hereof) in various circumstances, including but not limited to, during demolition of the Assigned Segment Structure.

2.3 Release and Waiver. (A) Subject to the terms of the last sentence of Section 2.1 hereof, of subparagraph (B) of this Section 2.3, of Section 4.2, and of Section 5, Assignee, for itself and its successors and assigns as owner(s) of the Servient Property, for good and valuable consideration, the receipt and adequacy whereof is hereby acknowledged, hereby (a) releases and discharges Assignor and Assignor Affiliates (as hereinafter defined) (i) from all Damages (as hereinafter defined in Section 4.1 hereof) relating to or arising in any manner whatsoever out of or resulting from the presence, Release (as hereinafter defined) or threatened Release of Contaminants on, at, to, from or under the Assigned Segment Structure and/or the Servient Property, and/or any real property to which any entity other than Assignor or Assignor Affiliates sends any Contaminant or other material from the Servient Property or the Assigned Segment Structure for treatment, storage, disposal, recycling or re-use or any other aspect(s) of the environmental condition of the Assigned Segment Structure and/or of the Servient Property, including but not limited to any Damages arising under the federal Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601 *et seq.*, or under any other Environmental Law, or any costs of remediation or cure of any environmental condition, or removal and disposition of material, under any Environmental Law (as hereinafter defined) respecting or affecting the Assigned Segment Structure and/or the Servient Property, and (ii) from all actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims and demands whatsoever, in law, admiralty or equity (collectively, "Claims"), which against Assignor and/or Assignor Affiliates, Assignee, Assignee's heirs, executors, administrators, successors and assigns ever had, now have or hereafter can, shall or may, have for, upon, or by reason of any matter, cause or thing whatever from the beginning of the world to the day of the date of this Agreement, excepting and reserving, however, the rights of Assignee pursuant to Sections 2.1, subparagraph (B) of this Section 2.3, 4.2 and 5 of this Agreement, and (iii) from all liabilities and obligations of whatsoever kind and nature to demolish and remove the Spur and other Railroad Tracks and Equipment and Utility Equipment of Assignor within the easement area of the 1981

Easements and to repair and restore all damage caused to the Servient Property as a result thereof, as more particularly described on pages 6-7 of the 1981 Deed, and (b) waives and renounces rights or claims, if any, against Assignor, its predecessors in title as titleholder to the Easements, and Assignor Affiliates, arising under the Easements and/or the 1929 Agreements, to arbitrate disputes or otherwise make claims against Assignor, and/or its predecessors-in-title, and/or Assignor Affiliates, for any alleged breach or non-performance of obligations of Assignor under such agreements or any of them arising prior or after the date of this Assignment, including but not limited to any obligation to repair or restore the Servient Property and/or adjoining public streets and ways, and (c) waives, releases, abandons and terminates each and every trackage agreement, side track or spur track agreement, switching agreement, railway track maintenance agreement, loading dock or spur or siding deed reservation, license agreement over New York City public streets, and any other agreement, license, easement, reservation or like real property interest intended to effect interconnection of the Servient Property and/or a spur track or siding thereon with any other servient property and/or a spur track or siding thereon anywhere along the length of the Highline viaduct route effected by and contained within the Easements and/or the 1981 Easements. As used herein, "Release" means any release, spill, emission, leaking, pumping, injection, deposit, disposal, discharge, dispersal, leaching or migration.

(B) Notwithstanding anything contained in this Agreement to the contrary, Assignor, on behalf of itself and Assignor Affiliates, and Assignee acknowledge and agree that neither Assignee nor its successors and assigns are releasing and/or discharging Assignor or Assignor Affiliates (and shall not be deemed to have released or discharged Assignor or Assignor Affiliates) from any claims or damages relating to or arising in any manner whatsoever out of (i) any breach by Assignor of any term, covenant, representation or warranty set forth in this Agreement (an "Agreement Breach"), or (ii) except to the extent otherwise provided by Section 4.1(c), any matter described in subparagraph (A)(a)(i) of this Section 2.3 to the extent that any such matter is raised, asserted, alleged or similarly claimed or demanded with respect to real property other than the Servient Property, or any property to which any material or contaminant from the Servient Property or the Highline was sent for treatment, storage, disposal, recycling or re-use, by any third party (i.e., a person which is not as at the date hereof, or at any time hereafter, either [x] a mortgagee with respect to the Servient Property for Assignee or any such successor or assign, or [y] a licensee or lessee or other legal or illegal occupant of the Servient Property, or [z] in the chain of fee title-holders to the Servient Property after the date hereof, any and all such described persons being deemed excluded from the definition of "third party" hereunder), including, without limitation, any governmental or quasi-governmental entity (including any environmental agency), against Assignee or its successors or assigns to the extent caused by any act or omission of Assignor or any Assignor Affiliate and/or their respective agents, employees, contractors or representatives occurring prior to the date of this Agreement (hereinafter, such claim or demand being a "Third Party Claim"), it being understood and agreed that Assignee for itself and its successors and assigns as fee title holder of the Servient Property hereby reserves its rights, if any, with respect to (i) any Agreement Breach or (ii) any Third Party Claim (including, without limitation, claim for contribution with respect to a Third Party Claim) which Assignee or its successors and assigns as fee title holders of the Servient Property may have against Assignor or any Assignor Affiliate as a result of any matter described in this subparagraph (B); provided, however, that in no event, and notwithstanding any other term of

this Section 2.3(B), will Assignee nor its successors or assigns assert any Claims against, or seek any Damages from, Assignor and Assignor Affiliates and notwithstanding any other term of this Section 2.3(B), Assignee for itself and its successors and assigns as fee title holder(s) of the Servient Property will provide the indemnification set forth in Section 4.1 to Assignor and Assignor Affiliates relating to or arising in any manner whatsoever out of any action or omission after the date hereof by Assignee or any of its successors or assigns or any of their respective employees, agents or contractors (including, but not limited to, any action or omission in connection with the demolition of the Highline).

3. Assignee's Renunciation of Railroad Operations. Assignee hereby covenants and agrees that it shall not (a) operate, run or use any trains, railcars, or similar engines to or on the Assigned Property or any portion thereof or operate any rail service of any kind whatsoever, (b) interchange traffic with Assignor or its successors or assigns, participate in any rail rate relationship with Assignor, or (d) establish or maintain any track connection with Assignor or Assignor's rails or property; and Assignee acknowledges that it does not contemplate and has not contemplated any of the foregoing, and that Assignor has not, and does not by this Agreement, assign to or confer upon Assignee any right to operate rail service or act as a common carrier.

4. Indemnification

4.1 Indemnification of Assignor and Assignor Affiliates; Covenant Running With Land. Subject to the terms of Section 2.3(B) hereof, Assignee, for itself and its successors and assigns as fee title holder(s) of the Servient Property, hereby covenants and agrees to be responsible to Assignor for and to release and indemnify Assignor, Norfolk Southern Corporation, CSX Corporation, CSX Transportation, Inc., CRC, and Conrail Inc. (as previously defined, collectively, "Assignor Affiliates"), from and against any and all claims (including, but not limited to, claims for diminution in property value), liabilities, damages (including, but not limited to, special, consequential, direct or indirect), expenses (including but not limited to reasonable attorneys' and consultants' fees and expenses, court costs, administrative costs, and costs of appeal, and applicable incurred insurance deductibles or self-insured retention amounts in connection with a claim against Assignor or any Assignor Affiliate under insurance policies described in the Abandonment Agreement [as hereinafter defined]), suits, liabilities, costs, losses, fines or penalties of whatsoever kind or nature, whether past, present or future (individually and collectively, "Damages") arising out of or resulting at any time whatsoever, in any manner whatsoever, from any of the following with respect to the Assigned Segment Structure:

(a) the performance of any demolition and removal, restoration, or alteration work performed on or with respect to the Assigned Segment Structure, and/or on or with respect to the Servient Property, from and after the date hereof (collectively, "Post-Assignment Work"), or any other construction work associated therewith, including, without limitation, any violation of law or any misconduct, malfeasance, misfeasance or nonfeasance on the part of Assignee or any personnel thereof or any contractor performing or hired to perform any portion of any Post-Assignment Work, or any sickness, bodily injury or death of any person or persons, or loss of or damage to any property arising out of or resulting, in whole or in part, from any Post-Assignment Work or any part or stage thereof; and

(b) all claims, obligations, duties, and undertakings related to the Easements and the 1929 Agreements which arise upon or after the date hereof (including, without limitation, the duty to demolish and remove the Highline, if any), whether such claims, obligations, duties or undertakings arise under the express terms of the Easements, the 1929 Agreements, the Abandonment Order, common law or statute;

(c) to the extent arising from Post-Assignment Work, the presence, Release or threatened Release of Contaminants on, at, to, from or under the Assigned Segment Structure and/or the Servient Property, and/or any real property to which any entity other than Assignor or Assignor Affiliates sends any Contaminant or other material from the Servient Property or the Assigned Segment Structure for treatment, storage, disposal, recycling or re-use, or any other aspects of the environmental condition of the Assigned Segment Structure or the Servient Property, including but not limited to any Damages arising under, without limitations, any of the federal Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. §§ 9601 et seq., the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq., the Energy Policy and Conservation Act, 42 U.S.C. § 6362, the Coastal Zone Management Act of 1972, as amended, 16 U.S.C. §§ 1451 et seq., Executive Order 12898 ("Federal Actions to Address Environmental Justice in Minority Populations and Low Income Populations", 59 FR 7629, February 11, 1994), the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 et seq., the Toxic Substances Control Act, 15 U.S.C. §§ 2601 et seq., and the Federal Water Pollution Control Act, 42 U.S.C. §§ 1251 et seq., or under the New York Environmental Conservation Law, §§ 1-0101 et seq., or under any other applicable federal, state or local law, statute, rule, regulation or common law theory now or hereafter in effect, and designed to protect human health or the environment (individually and collectively, "Environmental Law"), or any costs of remediation or cure of any environmental condition, or removal and disposition of material, under any Environmental Law respecting or affecting the Assigned Segment Structure and/or the Servient Property; as used herein, "Contaminant" means any waste, pollutant, hazardous substance, hazardous waste, special waste, solid waste, petroleum or petroleum-designed substance or waste, asbestos, polychlorinated biphenyls ("PCBs"), or any constituent of any such substance or waste, which is defined in or regulated by any Environmental Law; and

(d) should Post-Assignment Work involve, or any building violation(s) or Environmental Law or New York State Railroad Law require, demolition and/or removal and disposal of all or any part of the Assigned Segment Structure (and/or removal of grade separation structures, if any) and restoration of streets, the failure or refusal to perform, or material delay or gross negligence or misconduct, malfeasance or misfeasance or nonfeasance in, such restoration and repair of public or private property, or demolition and/or removal and disposal of all or any part of the Assigned Segment Structure, including but not limited to highway-railroad grade separation structure removal, if any, and/or public street restoration obligations pursuant to New York State Railroad Laws Sections 93 and 21.

The foregoing covenant and agreement of Assignee is and is intended to be a covenant running with the land of the Easements and the Servient Property, and the foregoing covenant shall run with the land of the Servient Property until such time as both (i) the Assigned Segment Structure shall have been demolished and removed in its entirety in accordance with all applicable laws, including but not limited to any and all Environmental Laws, and (ii) the statute of limitations

bars the making of any claims by any natural person or entity against Assignor and/or any Assignor Affiliates under the Easements and/or the 1929 Agreements.

4.2 Indemnification of Assignee. Assignor hereby agrees to indemnify Assignee against real estate tax and liquidated judgment claims relating to the Assigned Segment Structure which arose and became a lien or liens prior to the date of this Agreement.

4.3 Indemnity Defined. As used in this Agreement, the term "indemnify" (and its cognates "indemnified" and "indemnification") shall mean the unconditional duty to indemnify, defend (with counsel chosen by Assignee and reasonably acceptable to Assignor) and save and hold harmless the party(ies) to whom indemnity is directed, from and against, and to reimburse such indemnified party or parties with respect to, any Damages asserted against any such indemnified party or incurred by reason of or arising out of the matters with respect to which the indemnity is given.

5. Further Assurances. Upon reasonable request of Assignee, Assignor agrees that it shall hereafter deliver to Assignee such further or other documents (in form and substance satisfactory to Assignor) as are necessary to quitclaim to Assignee any right, title or interest Assignor may hold (if any) in the Servient Property which underlies the Easements or Assigned Segment Structure, provided that the actual and reasonable cost of preparing, delivering and the cost of recording such documents (including, without limitation, any transfer tax, documentary stamp tax, recording fees, or the like), shall be at the sole expense of Assignee.

6. Compliance With Law; Mechanics' Liens. Assignee shall observe and comply with, and shall require any contractor performing Post-Assignment Work on the Assigned Segment Structure and/or the Servient Property to comply with:

(a) all applicable federal, New York State and New York City laws, statutes, ordinances, rules and regulations, including but not limited to Environmental Laws, and all notices, requirements, and orders (including but not limited to building violations, if any) of any and all federal, New York State, or New York City authorities or administrative bodies, which apply or relate to the Assigned Segment Structure or any portion thereof, or to the undertakings of Assignee hereunder, including, without limitation, all permit requirements and safety and health requirements; and

(b) the requirements of the Easements and/or the 1929 Agreements and/or the Abandonment Order applicable to the restoration and repair, and/or the demolition and removal, of the Assigned Segment Structure or any portion thereof or of an Assigned Segment Structure contiguous thereto.

7. Termination of Easements by Merger of Estates. It is the intention of the parties hereto that, upon the assignment and assumption of the Easements assigned hereby, the Easements as the dominant tenement shall merge with the servient tenement, namely the fee title of the Servient Property, and be thereby terminated; and furthermore, upon the recording of this Agreement in the public records, that the Easements and the 1929 Agreements and the 1981 Easements be extinguished of record as to the Servient Property.

8. Governing Law. This Agreement shall be governed and construed in accordance with the internal laws of the State of New York.

9. Separability. If any term or provision of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid and unenforceable, the remainder of this Agreement, or the application of such term or provisions to persons or circumstances to which it is valid or enforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the extent permitted by law.

10. Recording. This Agreement shall be recorded in the Office of the Recorder of Deeds in and for the City of New York promptly following the execution and delivery hereof, by Assignee at Assignee's sole cost and expense.

11. Captions; Plurals; Gender. Section headings, captions, titles and exhibit headings to this Agreement are for convenience and reference only, and are in no way to be construed as defining, limiting, or modifying the scope or intent of the various provisions of this Agreement. The plural shall be substituted for the singular, and the singular for the plural, where appropriate, and the words of any gender shall mean and include any other gender.

12. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of Assignor and Assignee, and their respective heirs, personal representatives, successors and assigns.

13. Exhibits. All Exhibits attached hereto are incorporated by reference and hereby made a part hereof.

14. Entire Agreement; No Amendment. All understandings and agreements heretofore made between the parties are merged in this Agreement, which alone fully and completely expresses their agreements. Neither this Agreement nor any provision hereof may be changed, modified, amended, supplemented, waived, discharged or terminated orally, but only by instrument in writing signed by the party against whom enforcement of the change, modification, amendment, supplement, waiver, discharge or termination is sought.

15. No Waivers. The failure of Assignor or Assignee to seek redress for violations or to insist upon the strict performance of any covenant, agreement, provision or condition of this Agreement shall not constitute a waiver thereof and Assignor or Assignee, as the case may be, shall have all remedies provided herein and under applicable law with respect to any subsequent act which originally would have constituted a violation or default hereunder.

16. Survival. Subject to and except as limited by the other terms of this Agreement, the obligations, undertakings, duties, and covenants of each of Assignor and Assignee shall survive the delivery and recording of this Agreement.

17. Notices. Any notice, request, consent or other communication under this Agreement ("Notice" or "notice") shall be in writing and sent by Registered or Certified Mail, return receipt requested, or by courier, express mail or overnight delivery with a receipt service. The date such notice shall be deemed to have been given shall be the date of receipt, the first calendar day after the date sent by courier, express or overnight ("next day delivery"), or the

third calendar day after the postmark on the envelope if mailed, whichever occurs first. Notices to Assignor shall be sent to:

New York Central Lines LLC
c/o Consolidated Rail Corporation
Six Penn Center
Philadelphia, Pennsylvania 19103
Attention: Jonathan Broder, Esq.

with a copy at the same time to:

CSX Corporation
One James Center
901 East Cary Street
Richmond, Virginia 23219
Attention: Peter J. Shudtz, Esq., General Counsel

and to:

David Alan Richards, Esq.
McCarter & English LLP
300 Park Avenue
New York, New York 10022

Notices to Assignee shall be sent to:

Triborough Bridge And Tunnel Authority

Attention: _____

XXXXXX

with a copy at the same time to:

[Assignee's counsel]

_____, Esq.
Triborough Bridge And Tunnel Authority

New York, New York 100__

Any party hereto may change its address or designate different or other persons or entities to receive copies by notifying the other party in the manner described in this Article of the Agreement. Any counsel designated above or any replacement counsel is hereby authorized to give notices hereunder on behalf of its client.

18. Due Authorization; Complete Agreement. The persons executing this Agreement on behalf of each of Assignor and Assignee represent and warrant, each for himself or herself and the respective principal parties, that each has been duly authorized to execute this

Agreement for and on behalf of Assignor and Assignee, respectively. All understandings and agreements heretofore made between the parties hereto are merged in this Agreement, which alone fully and completely expresses the agreement between Assignor and Assignee (excepting those obligations, covenants and restrictions set forth in that certain Agreement for Voluntary Abandonment and for Charitable Contribution dated as of _____, 2001 [the "Abandonment Agreement"]) between and among, inter alia, Assignor and Assignee, which expressly survive the execution and delivery of this Agreement at the closing of title under the Abandonment Agreement)

IN WITNESS WHEREOF, and intending to be legally bound hereby, this Agreement has been duly executed by the parties hereto as of the date first above written.

ASSIGNOR;

NEW YORK CENTRAL LINES LLC

By: _____
Manager

By: _____
Name:
Title:

ASSIGNEE:

**TRIBOROUGH BRIDGE AND
TUNNEL AUTHORITY**

By: _____
Name:
Title:

[[[[[[[[[[[[[[[[

On the ____ day of _____ in the year 2001 before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

My Commission Expires:

On the ____ day of _____ in the year 2001 before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

My Commission Expires:

EXHIBIT A-1

Schedule of Easements

1. Indenture dated July 2, 1929, executed by The City of New York and the New York Central Railroad Company ("NY Central"), and recorded on August 6, 1929 in Liber 3736 Cp 8 et seq.
2. Indenture dated June 10, 1935, executed by The City of NY and NY Central, recorded on September 9, 1935 in Liber 3909 Cp 289 et seq.
3. Deed from Robert W. Blanchette, Richard C. Bond and John H. McArthur, as Trustees of the Property of Penn Central Transportation Company, Debtor, as Grantor, to Consolidated Rail Corporation, as Grantee, dated March 30, 1976, and recorded in Reel 463, Page 1563, in the Office of the City Register, New York County, on December 15, 1978.
4. Real Property Identification Document from Despatch Shops, as Transferor, to Consolidated Rail Corporation, as Transferee, recorded in Reel 463, Page 1624 in the Office of the City Register, New York County, on December 15, 1978.

EXHIBIT A-2

Schedule of Agreements Relating to Easements

1. Agreement dated July 2, 1929, executed by The City of New York and New York Central made pursuant to Section 5 of Chapter 677 of the Laws of 1928, as Amended by Chapter 431 of the Laws of 1929 (the "NYC-NY Central Agreement").
2. The Enlarged Plan (as such term is defined in the NYC-NY Central Agreement) and all amendments and modifications to the Enlarged Plan.

EXHIBIT B

Servient Property - Metes and Bounds Description

EXHIBIT C

Northern Cut Line:

Southern Cut Line:



EXHIBIT G-5

**QUITCLAIM ASSIGNMENT AND ASSUMPTION
AND INDEMNIFICATION, RELEASE AND WAIVER AGREEMENT
REGARDING EASEMENTS**

QUITCLAIM ASSIGNMENT AND ASSUMPTION AND INDEMNIFICATION, RELEASE AND WAIVER AGREEMENT REGARDING EASEMENTS ("Agreement"), made and entered into as of this ____ day of ____, 2001, by and between **NEW YORK CENTRAL LINES LLC** ("Assignor"), a Delaware limited liability company whose tax and mailing address is 500 Water Street (J-910), Jacksonville, Florida 32202, and which is, by Quitclaim Deed dated as of June 1, 1999, and recorded March 1, 2001 in the office of the City Register, New York County, in Reel 3067 at Page 1110, successor in interest to Consolidated Rail Corporation, a Pennsylvania corporation whose mailing address is Two Commerce Square, 2001 Market Street (19-B), P.O. Box 41419, Philadelphia, Pennsylvania 19101-1419 ("CRC"), and **NEW YORK CONVENTION CENTER DEVELOPMENT CORPORATION** ("Assignee"), a subsidiary of New York State Urban Development Corporation, a corporate governmental agency of the State of New York constituting a political subdivision and public benefit corporation having an office at 655 West 34th Street, New York, New York 10001-1188.

WITNESSETH:

WHEREAS, Assignor has been issued (i) as successor-in-interest to CRC, a final order of abandonment (the "Abandonment Order") from the Surface Transportation Board (the "STB") authorizing the abandonment of an elevated railway built within and upon certain easements (the "Easements", hereinafter defined) held by Assignor's predecessors-in-interest and commonly known as the "Highline" or the "West 30th Street Secondary Track" (herein "Highline") in New York City, New York, extending from 75-95 Gansevoort Street and running northerly and westerly through 547-55 West 34th Street (including the bed of West 34th Street), encumbering and traversing Assignee's real property as the Highline is hereinafter more particularly described in documents scheduled in Exhibits A-1 and A-2 annexed hereto and hereby made a part hereof, and (ii) a waiver by the New York State Department of Transportation of its preferential right of acquisition of the Highline under Section 18 of the New York State Transportation Law (the "New York State Waiver");

WHEREAS, Assignor desires, as permitted by the Abandonment Order and the New York State Waiver, to implement the abandonment of the Highline and to effect by quitclaim the transfer and assignment to Assignee of a herein-defined portion or segment of certain easements and real property interests in the Highline which it may hold, on the terms and conditions described in this Agreement.

WHEREAS, Assignee, as fee title holder of real property traversed by the Highline and encumbered by the Easements (as hereinafter defined), desires and has agreed to accept such quitclaim transfer and assignment and to assume from and after the date hereof the duties and obligations associated with such assigned easements and segmented real property

interests in the Highline, as permitted and/or required by the Abandonment Order and the New York State Waiver and as otherwise described in this Agreement.

NOW, THEREFORE, for and in consideration of the premises, the mutual agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Assignor and Assignee covenant and agree as follows:

1. Assignment and Assumption

1.1 Assignment. Assignor does hereby remise, release and quitclaim, set over, convey and assign to Assignee all of Assignor's right, title and interest in, of, and to all of the following (collectively, the "Assigned Property"), to have and to hold the Assigned Property herein granted to Assignee, its or his heirs, personal representatives, successors and assigns, forever, subject to the trust fund provisions of Section 13 of the New York Lien Law:

(a) (i) those easements specifically identified and described on Exhibit A-1 attached hereto and made a part hereof (collectively, the "Easements"), said Easements encumbering that certain real property acquired by Assignee by deed dated October 17, 1979 from Owasco River Railway, Inc. and Despatch Shops, Inc. and recorded October 19, 1979 in Reel 499 at page 744 (the "33rd St. Deed") under which a relocatable loop trace easement was relocated in accordance with (x) an indenture from Consolidated Rail Corporation to Despatch Shops, Inc. dated September 17, 1979 and recorded October 19, 1979 in Reel 499 at Page 752 and (y) an indenture from Consolidated Rail Corporation to The Owasco River Railway, Inc., dated September 17, 1979 and recorded October 19, 1979 in Reel 499 at Page 759 (collectively, the "Relocation Indentures"), known as and by the street numbers 651-59 West 33rd Street a/k/a 651 12th Avenue, in the Borough of Manhattan City, County and State of New York, more particularly described by metes-and-bounds on Exhibit B attached hereto and hereby made a part hereof (collectively, the "Servient Property"), and (ii) those agreements relating to the Easements specifically identified and described on Exhibit A-2 attached hereto and made a part hereof (the "1929 Agreements") insofar as such Easements and 1929 Agreements relate to the Servient Property; and

(b) the elevated viaduct (and/or grade level railway and structures, if any), including but not limited to any and all lines, poles, pipes, appliances, equipment, structures, facilities and appurtenances as described in the Easements located exclusively within the Easements and the 1929 Agreements and situated upon or above the Servient Property, which collective railway structure (as conveyed hereby to Assignee as a segmented portion of the Highline) extends south from the "Northern Cut Line" as shown on Exhibit C attached hereto and made a part hereof (which "Northern Cut Line" is at the northern border of the 346th Street streetbed), and north from the "Southern Cut Line" as shown on the plan attached as Exhibit C hereto and made a part hereof (collectively, the "Assigned Segment Structure"); and

(c) those easements and rights and reservations (collectively, the "NYCCDC Easements") specifically identified and described in, and excepted and reserved by, the grantors in the 33rd St. Deed and as relocated under the Relocation Indentures, it being the intention of the parties hereto that all the NYCCDC Easements set forth therein shall be

terminated and at an end and that the Assignor as successor-in-interest to the grantors under the 33rd St. Deed shall be and hereby is released of any and all obligations and liabilities thereunder.

1.2 Assumption. Assignee hereby accepts the assignment of the Easements and the NYCCDC Easements and the Assigned Segment Structure, and, subject to Sections 2.1, 2.3(b), 4.2 and 5 hereof, Assignee does hereby assume from and after the date hereof, and shall fulfill all of Assignor's duties and obligations of any kind or nature whatsoever (including, but not limited to, with regard to New Building Violations and/or environmental conditions) which arise from and after the date hereof by virtue of ownership of the Assigned Property.

1.3 Recording Fees and Transfer Taxes. As a conveyance of the Easements and the NYCCDC Easements to Assignee as a public benefit corporation without consideration in cash, goods or services, the assignment and assumption effected by this Agreement is believed by the parties hereto to be exempted from New York City and New York State transfer taxes. With regard to the payment of recording fees and transfer tax, documentary stamp tax or the like occasioned by the delivery and recordation of this Agreement, if any, Assignor and Assignee agree that Assignee shall bear the costs of same, and each agrees to execute and deliver such certificates and other documents or forms as are necessary to record this Agreement in the public records.

2. Assignor's Representations and Warranties; Conditions of Property; Assignee's Release and Waiver.

2.1 No Representations. Except as may be expressly set forth in this Agreement, Assignor has not made, and does not hereby make, any representation or warranty of any kind regarding the nature or existence of any of the Assigned Property, nor does Assignor make any representation or warranty with respect to title to the Assigned Property, or the assignability or marketability of the Assigned Property, or any other aspect of the Assigned Property. Should a claim adverse to any title hereby quitclaimed by Assignor be asserted and/or proved, no recourse shall be had or claimed against Assignor; provided, however, that Assignor represents and warrants to Assignee that Assignor has not conveyed, sold, assigned, mortgaged, pledged, hypothecated, encumbered, or otherwise transferred the Assigned Property (or any part thereof or interest therein) to any other person other than Assignee, or (y) encumbered the Assigned Property except as disclosed in a title report delivered by Assignor to Assignee prior to the date hereof, the receipt whereof is hereby acknowledged. In the event that (i) any judgment, mechanic's or materialmen's or other recorded lien against any of the Easements or the Servient Property exists as of the date hereof by virtue of any act or omission of Assignor or CRC or (ii) any state of facts exists as of the date hereof by virtue of any act or omission of Assignor or of any of the Assignor Affiliates (as hereinafter defined in Section 4.1 hereof) on or prior to the date hereof which results or may result in any judgment, mechanic's or materialmen's or other recorded lien after the date hereof, or (iii) Assignor breaches any representations or warranties set forth herein, then, in any such event, Assignor hereby agrees to indemnify the Assignee expressly identified in this Agreement against such judgment, lien, or breach of representation or warranty.

2.2 "As Is" Condition. Assignee acknowledges and represents that Assignee is fully aware of (i) the terms and conditions of the Easements described on Exhibit A-1 annexed hereto and of the NYCCDC Easements, and of the Abandonment Order [STB citation], and of the physical condition and state of repair of the Assigned Segment Structure (including, but not limited to, the possible presence of asbestos, lead paint, creosote and/or other Contaminants [as hereinafter defined in Section 4.1(c) hereof] on or in the Assigned Segment Structure) and of the Servient Property, based on Assignee's own inspection and investigations thereof (or on a knowing waiver of the opportunity to make such inspection and investigation), and that Assignee is entering into this Agreement based solely upon such inspection and investigation or waiver, as the case may be, and not upon any information, data, statements or representations, written or oral, as to the physical condition, state of repair, use, cost of operation or restoration or demolition or any other matter related to the Assigned Segment Structure or the Easements, given or made by Assignor or its representatives. Assignee agrees to accept the Assigned Segment Structure "as is" in its present condition and state of repair and, except as set forth in this Agreement, subject to building violations, if any, and all risks associated with the environmental condition of the Assigned Segment Structure. Assignee understands that such risks include the possible presence of asbestos, lead paint, creosote and/or other Contaminants on or in the Assigned Segment Structure and/or Servient property which may be regulated under Environmental Laws (as hereinafter defined in Section 4.1(c) hereof) in various circumstances, including but not limited to, during demolition of the Assigned Segment Structure.

2.3 Release and Waiver. (A) Subject to the terms of the last sentence of Section 2.1 hereof, of subparagraph (B) of this Section 2.3, of Section 4.2, and of Section 5, Assignee, for itself and its successors and assigns as owner(s) of the Servient Property, for good and valuable consideration, the receipt and adequacy whereof is hereby acknowledged, hereby (a) releases and discharges Assignor and Assignor Affiliates (as hereinafter defined) (i) from all Damages (as hereinafter defined in Section 4.1 hereof) relating to or arising in any manner whatsoever out of or resulting from the presence, Release (as hereinafter defined) or threatened Release of Contaminants on, at, to, from or under the Assigned Segment Structure and/or the Servient Property, and/or any real property to which any entity other than Assignor or Assignor Affiliates sends any Contaminant or other material from the Servient Property or the Assigned Segment Structure for treatment, storage, disposal, recycling or re-use, or any other aspect(s) of the environmental condition of the Assigned Segment Structure and/or of the Servient Property, including but not limited to any Damages arising under the federal Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S. §§ 9601 et seq., or under any other Environmental Law, or any costs of redemption or cure of any environmental condition, or removal and disposition of material, under any Environmental Law (as hereinafter defined) respecting or affecting the Assigned Segment Structure and/or the Servient Property, and (ii) from all actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims and demands whatsoever, in law, admiralty or equity (collectively, "Claims"), which against Assignor and/or Assignor Affiliates, Assignee, Assignee's heirs, executors, administrators, successors and assigns ever had, now have or hereafter can, shall or may, have for, upon, or by reason of any matter, cause or thing whatever from the beginning of the world to the day of the date of this Agreement, excepting and reserving, however, the rights of Assignee pursuant to Sections 2.1, subparagraph (B) of this Section 2.3, 4.2 and 5 of this Agreement, and (iii) from all liabilities and obligations of

whatsoever kind and nature to demolish and remove all railroad structures and other improvements of Assignor within the easement area of the NYCCDC Easements and to repair and restore all damage caused to the Servient Property as a result thereof, as more particularly described on pages 5-6 of the 11th Ave. Deed, and (b) waives and renounces rights or claims, if any, against Assignor, its predecessors in title as titleholder to the Easements, and Assignor Affiliates, arising under the Easements and/or the 1929 Agreements, to arbitrate disputes or otherwise make claims against Assignor, and/or its predecessors-in-title, and/or Assignor Affiliates, for any alleged breach or non-performance of obligations of Assignor under such agreements or any of them arising prior or after the date of this Assignment, including but not limited to any obligation to repair or restore the Servient Property and/or adjoining public streets and ways, and (c) waives, releases, abandons and terminates each and every trackage agreement, side track or spur track agreement, switching agreement, railway track maintenance agreement, loading dock or spur or siding deed reservation, license agreement over New York City public streets, and any other agreement, license, easement, reservation or like real property interest intended to effect interconnection of the Servient Property and/or a spur track or siding thereon with any other servient property and/or a spur track or siding thereon anywhere along the length of the Highline viaduct route effected by and contained within the Easements and/or the NYCCDC Easements. As used herein, "Release" means any release, spill, emission, leaking, pumping, injection, deposit, disposal, discharge, dispersal, leaching or migration.

(B) Notwithstanding anything contained in this Agreement to the contrary, Assignor, on behalf of itself and Assignor Affiliates, and Assignee acknowledge and agree that neither Assignee nor its successors and assigns are releasing and/or discharging Assignor or Assignor Affiliates (and shall not be deemed to have released or discharged Assignor or Assignor Affiliates) from any claims or damages relating to or arising in any manner whatsoever out of (i) any breach by Assignor of any term, covenant, representation or warranty set forth in this Agreement (an "Agreement Breach"), or (ii) except to the extent provided by Section 4.1(c), any matter described in subparagraph (A)(a)(i) of this Section 2.3 to the extent that any such matter is raised, asserted, alleged or similarly claimed or demanded with respect to real property other than the Servient Property, or any property to which any material or contaminant from the Servient Property or the Highline was sent for treatment, storage, disposal, recycling or re-use, by any third party (i.e., a person which is not as at the date hereof, or at any time hereafter, either [x] a mortgagee with respect to the Servient Property for Assignee or any such successor or assign, or [y] a licensee or lessee or other legal or illegal occupant of the Servient Property, or [z] in the chain of fee title-holders to the Servient Property after the date hereof, any and all such described persons being deemed excluded from the definition of "third party" hereunder), including, without limitation, any governmental or quasi-governmental entity (including any environmental agency), against Assignee or its successors or assigns to the extent caused by any act or omission of Assignor or any Assignor Affiliate and/or their respective agents, employees, contractors or representatives occurring prior to the date of this Agreement (hereinafter, such claim or demand being a "Third Party Claim"), it being understood and agreed that Assignee for itself and its successors and assigns as fee title holder of the Servient Property hereby reserves its rights, if any, with respect to (i) any Agreement Breach or (ii) any Third Party Claim (including, without limitation, claim for contribution with respect to a Third Party Claim) which Assignee or its successors and assigns as fee title holders of the Servient Property may have against Assignor or any Assignor Affiliate as a result of any matter described in this

subparagraph (B); provided, however, that in no event, and notwithstanding any other term of this Section 2.3(B), will Assignee nor its successors or assigns assert any Claims against, or seek any Damages from, Assignor or Assignor Affiliates, and notwithstanding any other term of this Section 2.3(B), Assignee for itself and its successors and assigns as fee title holder(s) of the Servient Property will provide the indemnification set forth in Section 4.1 to Assignor and Assignor Affiliates relating to or arising in any manner whatsoever out of any action or omission after the date hereof by Assignee or any of its successors or assigns or any of their respective employees, agents or contractors (including, but not limited to, any action or omission in connection with the demolition of the Highline).

3. Assignee's Renunciation of Railroad Operations. Assignee hereby covenants and agrees that it shall not (a) operate, run or use any trains, railcars, or similar engines to or on the Assigned Property or any portion thereof or operate any rail service of any kind whatsoever, (b) interchange traffic with Assignor or its successors or assigns, participate in any rail rate relationship with Assignor, or (d) establish or maintain any track connection with Assignor or Assignor's rails or property; and Assignee acknowledges that it does not contemplate and has not contemplated any of the foregoing, and that Assignor has not, and does not by this Agreement, assign to or confer upon Assignee any right to operate rail service or act as a common carrier.

4. Indemnification

4.1 Indemnification of Assignor and Assignor Affiliates; Covenant Running With Land. Subject to the terms of Section 2.3(B) hereof, Assignee, for itself and its successors and assigns as fee title holder(s) of the Servient Property, hereby covenants and agrees to be responsible to Assignor for and to release and indemnify Assignor, Norfolk Southern Corporation, CSX Corporation, CSX Transportation, Inc., CRC, and Conrail Inc., (as previously defined, collectively, "Assignor Affiliates"), from and against any and all claims (including, but not limited to, claims for diminution in property value), liabilities, damages (including, but not limited to, special, consequential, direct or indirect), expenses (including but not limited to reasonable attorneys' and consultants' fees and expenses, court costs, administrative costs, and costs of appeal, and applicable incurred insurance deductibles or self-insured retention amounts in connection with a claim against Assignor or any Assignor Affiliate under insurance policies described in the Voluntary Abandonment Agreement [as hereinafter defined]), suits, liabilities, costs, losses, fines or penalties of whatsoever kind or nature, whether past, present or future (individually and collectively, "Damages") arising out of or resulting at any time whatsoever, in any manner whatsoever, from any of the following with respect to the Assigned Segment Structure:

(a) the performance of any demolition and removal, restoration, or alteration work performed on or with respect to the Assigned Segment Structure, and/or on or with respect to the Servient Property, from and after the date hereof (collectively, "Post-Assignment Work"), or any other construction work associated therewith, including, without limitation, any violation of law or any misconduct, malfeasance, misfeasance or nonfeasance on the part of Assignee or any personnel thereof or any contractor performing or hired to perform any portion of any Post-Assignment Work, or any sickness, bodily injury or death of any person

or persons, or loss of or damage to any property arising out of or resulting, in whole or in part, from any Post-Assignment Work or any part or stage thereof; and

(b) all claims, obligations, duties, and undertakings related to the Easements and the 1929 Agreements which arise upon or after the date hereof (including, without limitation, the duty to demolish and remove the Highline, if any), whether such claims, obligations, duties or undertakings arise under the express terms of the Easements, the 1929 Agreements, the Abandonment Order, common law or statute;

(c) to the extent arising from Post-Assignment Work, the presence, Release or threatened Release of Contaminants on, at, to, from or under the Assigned Segment Structure and/or the Servient Property, and/or any real property to which any entity other than Assignor or any Assignor Affiliates sends any Contaminant or other material from the Servient Property or the Assigned Segment Structure for treatment, storage disposal, re-cycling or re-use, or any other aspects of the environmental condition of the Assigned Segment Structure or the Servient Property, including but not limited to any Damages arising under, without limitation, any of the federal Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. §§9601 et seq., the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§4321 et seq., the Energy Policy and Conservation Act, 42 U.S.C. §6362, the Coastal Zone Management Act of 1972, as amended, 16 U.S.C. §§1451 et seq., Executive Order 12898 ("Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations", 59 FR 7629, February 11, 1994), the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq., the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq., and the Federal Water Pollution Control Act, 42 U.S.C. §§1251 et seq., or under the New York Environmental Conservation Law, §§1-0101 et seq., or under any other applicable federal, state or local law, statute, rule, regulation or common law theory now or hereafter in effect, and designed to protect human health or the environment (individually and collectively, "Environmental Law"), or any costs of remediation or cure of any environmental condition, or removal and disposition of material, under any Environmental Law respecting or affecting the Assigned Segment Structure and/or the Servient Property; as used herein, "Contaminant" means any waste, pollutant, hazardous substance, hazardous waste, special waste, solid waste, petroleum or petroleum-designed substance or waste, asbestos, polychlorinated biphenyls ("PCBs"), or any constituent of any such substance or waste, which is defined in or regulated by any Environmental Law; and

(d) should Post-Assignment Work involve, or any building violation(s) or Environmental Law or New York State Railroad Law require, demolition and/or removal and disposal of all or any part of the Assigned Segment Structure (and/or removal of grade separation structures, if any) and restoration of streets, the failure or refusal to perform, or material delay or gross negligence or misconduct, malfeasance or misfeasance or nonfeasance in, such restoration and repair of public or private property, or demolition and/or removal and disposal of all or any part of the Assigned Segment Structure, including but not limited to highway-railroad grade separation structure removal, if any, and/or public street restoration obligations pursuant to New York State Railroad Laws Sections 93 and 21.

The foregoing covenant and agreement of Assignee is and is intended to be a covenant running with the land of the Easements and the Servient Property, and the foregoing covenant shall run

with the land of the Servient Property until such time as both (i) the Assigned Segment Structure shall have been demolished and removed in its entirety in accordance with all applicable laws, including but not limited to any and all Environmental Laws, and (ii) the statute of limitations bars the making of any claims by any natural person or entity against Assignor and/or any Assignor Affiliates under the Easements and/or the 1929 Agreements.

4.2 Indemnification of Assignee. Assignor hereby agrees to indemnify Assignee against real estate tax and liquidated judgment claims relating to the Assigned Segment Structure which arose and became a lien or liens prior to the date of this Agreement.

4.3 Indemnity Defined. As used in this Agreement, the term "indemnify" (and its cognates "indemnified" and "indemnification") shall mean the unconditional duty to indemnify, defend (with counsel chosen by Assignee and reasonably acceptable to Assignor) and save and hold harmless the party(ies) to whom indemnity is directed, from and against, and to reimburse such indemnified party or parties with respect to, any Damages asserted against any such indemnified party or incurred by reason of or arising out of the matters with respect to which the indemnity is given.

5. Further Assurances. Upon reasonable request of Assignee, Assignor agrees that it shall hereafter deliver to Assignee such further or other documents (in form and substance satisfactory to Assignor) as are necessary to quitclaim to Assignee any right, title or interest Assignor may hold (if any) in the Servient Property which underlies the Easements or Assigned Segment Structure, provided that the actual and reasonable cost of preparing, delivering and the cost of recording such documents (including, without limitation, any transfer tax, documentary stamp tax, recording fees, or the like), shall be at the sole expense of Assignee.

6. Compliance With Law; Mechanics' Liens. Assignee shall observe and comply with, and shall require any contractor performing Post-Assignment Work on the Assigned Segment Structure and/or the Servient Property to comply with:

(a) all applicable federal, New York State and New York City laws, statutes, ordinances, rules and regulations, including but not limited to Environmental Laws, and all notices, requirements, and orders (including but not limited to building violations, if any) of any and all federal, New York State, or New York City authorities or administrative bodies, which apply or relate to the Assigned Segment Structure or any portion thereof, or to the undertakings of Assignee hereunder, including, without limitation, all permit requirements and safety and health requirements; and

(b) the requirements of the Easements and/or the 1929 Agreements and/or the Abandonment Order applicable to the restoration and repair, and/or the demolition and removal, of the Assigned Segment Structure or any portion thereof or of an Assigned Segment Structure contiguous thereto.

7. Termination of Easements by Merger of Estates. It is the intention of the parties hereto that, upon the assignment and assumption of the Easements assigned hereby, the Easements as the dominant tenement shall merge with the servient tenement, namely the fee title of the Servient Property, and be thereby terminated; and furthermore, upon the recording of this

Agreement in the public records, that the Easements and the 1929 Agreements be extinguished of record as to the Servient Property.

8. Governing Law. This Agreement shall be governed and construed in accordance with the internal laws of the State of New York.

9. Separability. If any term or provision of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid and unenforceable, the remainder of this Agreement, or the application of such term or provisions to persons or circumstances to which it is valid or enforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the extent permitted by law.

10. Recording. This Agreement shall be recorded in the Office of the Recorder of Deeds in and for the City of New York promptly following the execution and delivery hereof, by Assignee at Assignee's sole cost and expense.

11. Captions; Plurals; Gender. Section headings, captions, titles and exhibit headings to this Agreement are for convenience and reference only, and are in no way to be construed as defining, limiting, or modifying the scope or intent of the various provisions of this Agreement. The plural shall be substituted for the singular, and the singular for the plural, where appropriate, and the words of any gender shall mean and include any other gender.

12. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of Assignor and Assignee, and their respective heirs, personal representatives, successors and assigns.

13. Exhibits. All Exhibits attached hereto are incorporated by reference and hereby made a part hereof.

14. Entire Agreement; No Amendment. All understandings and agreements heretofore made between the parties are merged in this Agreement, which alone fully and completely expresses their agreements. Neither this Agreement nor any provision hereof may be changed, modified, amended, supplemented, waived, discharged or terminated orally, but only by instrument in writing signed by the party against whom enforcement of the change, modification, amendment, supplement, waiver, discharge or termination is sought.

15. No Waivers. The failure of Assignor or Assignee to seek redress for violations or to insist upon the strict performance of any covenant, agreement, provision or condition of this Agreement shall not constitute a waiver thereof and Assignor or Assignee, as the case may be, shall have all remedies provided herein and under applicable law with respect to any subsequent act which originally would have constituted a violation or default hereunder.

16. Survival. Subject to and except as limited by the other terms of this Agreement, the obligations, undertakings, duties, and covenants of each of Assignor and Assignee shall survive the delivery and recording of this Agreement.

17. Notices. Any notice, request, consent or other communication under this Agreement ("Notice" or "notice") shall be in writing and sent by Registered or Certified Mail,

return receipt requested, or by courier, express mail or overnight delivery with a receipt service. The date such notice shall be deemed to have been given shall be the date of receipt, the first calendar day after the date sent by courier, express or overnight ("next day delivery"), or the third calendar day after the postmark on the envelope if mailed, whichever occurs first. Notices to Assignor shall be sent to:

New York Central Lines LLC
c/o Consolidated Rail Corporation
Six Penn Center
Philadelphia, Pennsylvania 19103
Attention: Jonathan Broder, Esq.

with a copy at the same time to:

CSX Corporation
One James Center
901 East Cary Street
Richmond, Virginia 23219
Attention: Peter J. Shudtz, Esq., General Counsel

and to:

David Alan Richards, Esq.
McCarter & English LLP
300 Park Avenue
New York, New York 10022

Notices to Assignee shall be sent to:

New York Convention Center
Development Corporation
655 West 34th Street
New York, New York 10001-1188
Attention: Elizabeth Bradford, Esq.

with a copy at the same time to:

Elizabeth Bradford, Esq.
New York Convention Center Development Corporation
655 West 34th Street
New York, New York 10001-1188
Fax No.: (212) 216-2823

Any party hereto may change its address or designate different or other persons or entities to receive copies by notifying the other party in the manner described in this Article of the Agreement. Any counsel designated above or any replacement counsel is hereby authorized to give notices hereunder on behalf of its client.

18. Due Authorization; Complete Agreement. The persons executing this Agreement on behalf of each of Assignor and Assignee represent and warrant, each for himself or herself and the respective principal parties, that each has been duly authorized to execute this Agreement for and on behalf of Assignor and Assignee, respectively. All understandings and agreements heretofore made between the parties hereto are merged in this Agreement, which alone fully and completely expresses the agreement between Assignor and Assignee (excepting those obligations, covenants and restrictions set forth in that certain Agreement for Voluntary Abandonment and for Charitable Contribution dated as of _____, 2001 [the "Abandonment Agreement"] between and among, inter alia, Assignor and Assignee, which expressly survive the execution and delivery of this Agreement at the closing of title under the Abandonment Agreement).

IN WITNESS WHEREOF, and intending to be legally bound hereby, this Agreement has been duly executed by the parties hereto as of the date first above written.

ASSIGNOR;

NEW YORK CENTRAL LINES LLC

By: _____
Manager

By: _____
Name:
Title:

ASSIGNEE:

**NEW YORK CONVENTION CENTER
DEVELOPMENT CORPORATION**

By: _____
Name:
Title:

EXHIBIT A-1

Schedule of Easements

1. Indenture dated July 2, 1929, executed by The City of New York and the New York Central Railroad Company ("NY Central"), and recorded on August 6, 1929 in Liber 3736 Cp 8 et seq.
2. Indenture dated June 10, 1935, executed by The City of NY and NY Central, recorded on September 9, 1935 in Liber 3909 Cp 289 et seq.
3. Deed from Robert W. Blanchette, Richard C. Bond and John H. McArthur, as Trustees of the Property of Penn Central Transportation Company, Debtor, as Grantor, to Consolidated Rail Corporation, as Grantee, dated March 30, 1976, and recorded in Reel 463, Page 1563, in the Office of the City Register, New York County, on December 15, 1978.
4. Real Property Identification Document from Despatch Shops, as Transferor, to Consolidated Rail Corporation, as Transferee, recorded in Reel 463, Page 1624 in the Office of the City Register, New York County, on December 15, 1978.

EXHIBIT A-2

Schedule of Agreements Relating to Easements

1. Agreement dated July 2, 1929, executed by The City of New York and New York Central made pursuant to Section 5 of Chapter 677 of the Laws of 1928, as Amended by Chapter 431 of the Laws of 1929 (the "NYC-NY Central Agreement").
2. The Enlarged Plan (as such term is defined in the NYC-NY Central Agreement) and all amendments and modifications to the Enlarged Plan.

EXHIBIT B

Servient Property - Metes and Bounds Description

EXHIBIT C

Northern Cut Line:

Southern Cut Line:

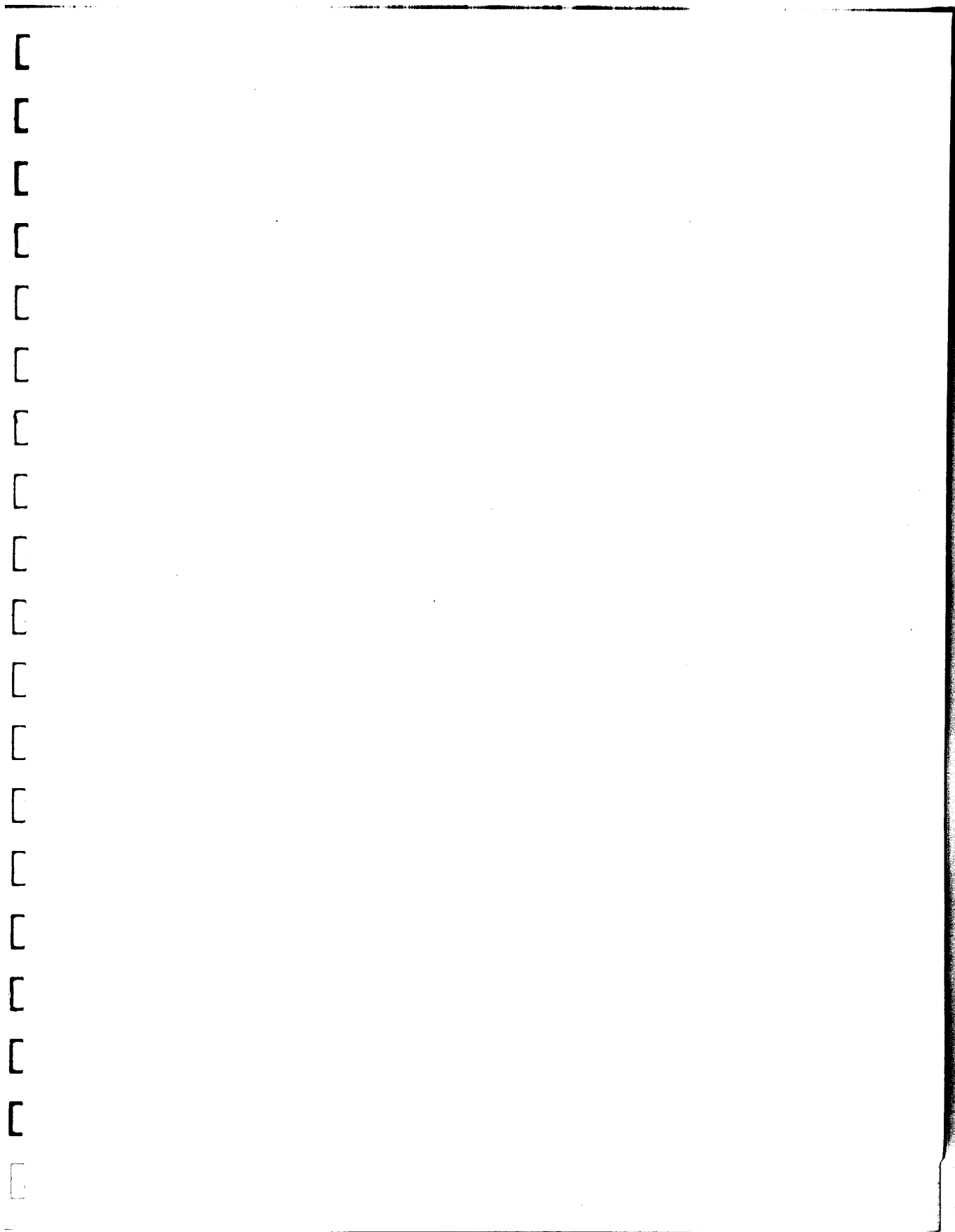


EXHIBIT G-6

D. Assignee desires and has agreed to accept such quitclaim transfer and assignment and to assume from and after the date hereof the duties and obligations associated with such assigned easements and segmented real property interests in the Highline, as permitted and/or required by the Abandonment Order and as otherwise described in this Agreement.

NOW, THEREFORE, for and in consideration of the premises, the mutual agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Assignor and Assignee covenant and agree as follows:

1. Assignment and Assumption

1.1 Assignment. Assignor does hereby remise, release and quitclaim, set over, convey and assign to Assignee all of Assignor's right, title and interest in, of, and to all of the following (collectively, the "Assigned Property"), to have and to hold the Assigned Property herein granted to Assignee, its or his heirs, personal representatives, successors and assigns, forever:

(a)(i) those easements specifically identified and described on Exhibit A-1 attached hereto and made a part hereof (collectively, the "Easements"), said Easements encumbering that certain real property owned in fee by Liron in the Borough of Manhattan, City, County and State of New York, known as and by the street numbers 507-09 West 20th Street and more particularly described by metes-and-bounds on Exhibit B attached hereto and hereby made a part hereof (the "Liron Parcel"), and (ii) those agreements relating to the Easements specifically identified and described on Exhibit A-2 attached hereto and made a part hereof (the "1929 Agreements") insofar as such Easements and 1929 Agreements relate to the Liron Parcel; and

(b) the elevated viaduct (and/or grade level railway and structures, if any), including but not limited to any and all lines, poles, pipes, appliances, equipment, structures, facilities and appurtenances as described in the Easements located exclusively within the Easements and situated upon or above the Liron Parcel, which collective railway structure (as conveyed hereby to Assignee as a segmented portion of the Highline) extends south from the "Northern Cut Line" as shown on Exhibit C attached hereto and made a part hereof (which "Northern Cut Line" is at the northern border of the 34th Street streetbed), and north from the "Southern Cut Line" as shown on the plan attached as Exhibit C hereto and made a part hereof (collectively, the "Assigned Segment Structure"), subject to all notes or notices of violations of law or municipal ordinances, orders or requirements, and fines or penalties attendant thereon, if any, issued on or after [date of Agreement for Voluntary Abandonment] by any governmental department having authority as to lands, housing, buildings, fire, health, environmental, labor and/or any other conditions affecting the Assigned Segment Structure (collectively, "New Building Violations").

1.2 Assumption. Assignee hereby accepts the assignment of the Easements and Property-Specific Easements and the Assigned Segment Structure, and Assignee does hereby assume from and after the date hereof, and shall fulfill all of Assignor's duties and obligations of any kind or nature whatsoever (including, but not limited to, with regard to New

Building Violations and/or environmental conditions) which arise from and after the date hereof by virtue of ownership of the Assigned Property.

1.3 Recording Fees and Transfer Taxes. As a conveyance of the Easements without consideration, the assignment and assumption effected by this Agreement is believed by the parties hereto to be exempted from New York City and New York State transfer taxes. With regard to the payment of recording fees and transfer tax, documentary stamp tax or the like occasioned by the delivery and recordation of this Agreement, if any, Assignor and Assignee agree that Assignee shall bear the costs of same, and each agrees to execute and deliver such certificates and other documents or forms as are necessary to record this Agreement in the public records.

2. Assignor's Representations and Warranties; Conditions of Property; Assignee's Release and Waiver.

2.1 No Representations. Except as may be expressly set forth in this Agreement, Assignor has not made, and does not hereby make, any representation or warranty of any kind regarding the nature or existence of any of the Assigned Property, nor does Assignor make any representation or warranty with respect to title to the Assigned Property, or the assignability or marketability of the Assigned Property, or any other aspect of the Assigned Property. Should a claim adverse to any title hereby quitclaimed by Assignor be asserted and/or proved, no recourse shall be had or claimed against Assignor; provided, however, that Assignor represents and warrants to Assignee that Assignor has not conveyed, sold, assigned, mortgaged, pledged, hypothecated, encumbered, or otherwise transferred the Assigned Property (or any part thereof or interest therein) to any other person other than Assignee, or (y) encumbered the Assigned Property except as disclosed in a title report delivered by Assignor to Assignee prior to the date hereof, the receipt whereof is hereby acknowledged. In the event that (i) any judgment, mechanic's or materialmen's or other recorded lien against any of the Easements or the Property-Specific Easements or the Liron Parcel exists as of the date hereof by virtue of any act or omission of Assignor or CRC or (ii) any state of facts exists as of the date hereof by virtue of any act or omission of Assignor or of any of Assignor's Affiliates on or prior to the date hereof which results or may result in any judgment, mechanic's or materialmen's or other recorded lien after the date hereof, or (iii) Assignor breaches any representations or warranties set forth herein, then, in any such event, Assignor hereby indemnifies the Assignee expressly identified in this Agreement against such post-assignment lien(s).

2.2 "As Is" Condition. Assignee acknowledges and represents that Assignee is fully aware of (i) the terms and conditions of the Easements described on Exhibit A-1 annexed hereto, and of the Abandonment Order [STB citation], and of the physical condition and state of repair of the Assigned Segment Structure (including, but not limited to, the possible presence of asbestos, lead paint, creosote and/or other Contaminants [as hereinafter defined in Section 4.1(c) hereof] on or in the Assigned Segment Structure) and of the Liron Parcel, based on Assignee's own inspection and investigations thereof (or on a knowing waiver of the opportunity to make such inspection and investigation), and that Assignee is entering into this Agreement based solely upon such inspection and investigation or waiver, as the case may be, and not upon any information, data, statements or representations, written or oral, as to the physical condition, state of repair, use, cost of operation or restoration or demolition or any other

matter related to the Assigned Segment Structure or the Easements or the Property-Specific Easements or the Liron Parcel, given or made by Assignor or its representatives. Assignee agrees to accept the Assigned Segment Structure "as is" in its present condition and state of repair and, except as set forth in this Agreement, subject to (i) New Building Violations, if any, and (ii) all risks associated with the environmental condition of the Assigned Segment Structure. Assignee understands that such risks include the possible presence of asbestos, lead paint, creosote and/or other Contaminants on or in the Assigned Segment Structure and/or Liron Parcel which may be regulated under Environmental Laws (as hereinafter defined in Section 4.1(c) hereof) in various circumstances, including but not limited to, during demolition of the Assigned Segment Structure.

2.3 Release and Waiver. (A) Subject to the terms of the last sentence of Section 2.1 hereof and of subparagraph (B) of this Section 2.3, Assignee, for itself and its successors, heirs, administrators and assigns as owner(s) of the Liron Parcel, for good and valuable consideration, the receipt and adequacy whereof is hereby acknowledged, hereby (a) releases and discharges Assignor and Assignor Affiliates (as hereinafter defined) (i) from all Damages (as hereinafter defined in Section 4.1 hereof) arising out of or resulting at any time whatsoever, in any manner whatsoever, from the presence, Release (as hereinafter defined) or threatened Release of Contaminants (as hereinafter defined) on, at, to, from or under the Assigned Segment Structure and/or the Liron Parcel and/or any real property to which any entity other than Assignor or Assignor Affiliates sends any Contaminant or other material from the Liron Parcel or the Assigned Segment Structure for treatment, storage, disposal, recycling or re-use, or any other aspect(s) of the environmental condition of the Assigned Segment Structure and/or of the Liron Parcel, including but not limited to any Damages arising under the federal Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601 et seq., or under any other Environmental Law (as hereinafter defined), or any costs of remediation or cure of any environmental condition, or removal and disposition of material, under any Environmental Law respecting or affecting the Assigned Segment Structure and/or the Liron Parcel, and (ii) from all actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims and demands whatsoever, in law, admiralty or equity (collectively, "Claims"), which against Assignor and/or Assignor Affiliates, Assignee, Assignee's heirs, executors, administrators, successors and assigns ever had, now have or hereafter can, shall or may, have for, upon, or by reason of any matter, cause or thing whatever from the beginning of the world to the day of the date of this Agreement, excepting and reserving, however, the rights of Assignee pursuant to Sections 2.1, subparagraph (B) of this Section 2.3, 4.2 and 5 of this Agreement, and (b) waives and renounces rights or claims, if any, against Assignor, its predecessors in title as titleholder to the Easements, and Assignor Affiliates, arising under the Easements and/or the 1929 Agreements and/or the Property-Specific Agreements, to arbitrate disputes or otherwise make claims against Assignor, and/or its predecessors-in-title, and/or Assignor Affiliates, for any alleged breach or non-performance of obligations of Assignor under such agreements or any of them arising prior or after the date of this Assignment, including but not limited to any obligation to repair or restore the Liron Parcel and/or adjoining public streets and ways. As used herein, "Release" means any release, spill, emission, leaking, pumping, injection, deposit, disposal, discharge, dispersal, leaching or migration, and "Environmental Law" and "Contaminants" have the meanings set forth in Section 4.1(c) hereof.

(B) Notwithstanding anything contained in this Agreement to the contrary, Assignor, on behalf of itself and Assignor Affiliates, and Assignee acknowledge and agree that (I) neither Assignee nor its successors and assigns are releasing and/or discharging Assignor or Assignor Affiliates (and shall not be deemed to have released or discharged Assignor or Assignor Affiliates) and (II) neither Assignee nor its successors and assigns shall be required to indemnify any person, in either case, from any claims or damages relating to or arising in any manner whatsoever out of (i) any breach by Assignor of any term, covenant, representation or warranty set forth in this Agreement (an "Agreement Breach"), or (ii) except to the extent otherwise provided by Section 4.1(C), any matter described in subparagraph (A)(i) of this Section 2.3 to the extent that any such matter is raised, asserted, alleged or similarly claimed or demanded with respect to real property other than the Liron Parcel, or any property to which any material or contaminant from the Liron Parcel or the Highline was sent for treatment, storage, disposal, recycling or re-use, in either case, by any third party (i.e., a person which is not as at the date hereof, or at any time hereafter, either [x] a principal or affiliate of Assignee or any such successor or assign, or [y] a licensee or ground or space lessee or other legal or illegal occupant of the Liron Parcel, or [z] in the chain of fee title-holders to the Liron Parcel after the date hereof, any and all such described persons being deemed excluded from the definition of "third party" hereunder), including, without limitation, any governmental or quasi-governmental entity (including any environmental agency), against Assignee or its successors or assigns to the extent arising by virtue of any act or omission of Assignor or any Assignor Affiliate and/or their respective agents, employees, contractors or representatives occurring prior to the date of this Agreement (hereinafter, such claim or demand being a "Third Party Claim"), it being understood and agreed that Assignee for itself and its successors and assigns as dominant tenement interest title holder of the Assigned Property hereby reserves its rights, if any, with respect to (i) any Agreement Breach or (ii) any Third Party Claim (including, without limitation, claim for contribution with respect to a Third Party Claim) which Assignee or its successors and assigns as dominant tenement interest title holders of the Assigned Property may have against Assignor or any Assignor Affiliate as a result of any matter described in this subparagraph (B); provided, however, that in no event, and notwithstanding any other term of this Section 2.3(B), will Assignee nor its successors or assigns assert any Claims against, or seek any Damages from, Assignor or Assignor Affiliates, and notwithstanding any other term of this Section 2.3(B), Assignee for itself and its successors and assigns as dominant tenement interest title holder(s) of the Assigned Property will provide the indemnification set forth in Section 4.1 to Assignor and Assignor Affiliates relating to or arising in any manner whatsoever out of any action or omission after the date hereof by Assignee or any of its successors, heirs, administrators, assigns or any of their respective employees, agents or contractors (including, but not limited to, any action or omission in connection with the demolition of the Highline).

3. Assignee's Renunciation of Railroad Operations. Assignee hereby covenants and agrees that it shall not (a) operate, run or use any trains, railcars, or similar engines to or on the Assigned Property or any portion thereof or operate any rail service of any kind whatsoever, (b) interchange traffic with Assignor or its successors or assigns, participate in any rail rate relationship with Assignor, or (d) establish or maintain any track connection with Assignor or Assignor's rails or property; and Assignee acknowledges that it does not contemplate and has not contemplated any of the foregoing, and that Assignor has not, and does not by this Agreement, assign to or confer upon Assignee any right to operate rail service or act as a common carrier.

4. Indemnification

4.1 Indemnification of Assignor and Assignor Affiliates; Covenant Running With Land. Subject to the terms of Section 2.3(B) hereof, Assignee, for itself and its successors and assigns as dominant tenement interest title holder(s) of the Assigned Property, hereby covenants and agrees to be responsible to Assignor for and to release and indemnify Assignor, Norfolk Southern Corporation, CSX Corporation, CSX Transportation, Inc., CRC, and Conrail Inc., (collectively, "Assignor Affiliates"), from and against any and all claims (including, but not limited to, claims for diminution in property value), actions, causes of action, demands, liabilities, damages (including, but not limited to, special, consequential, direct or indirect, or for personal injury, death or property damage), expenses (including but not limited to reasonable attorneys' and consultants' fees and expenses, court costs, administrative costs, and costs of appeal), suits, liabilities, costs, losses, fines or penalties of whatsoever kind or nature, whether past, present or future, direct or indirect, known or unknown, absolute or contingent, and whether based in law, admiralty or equity, and whether based in contract, tort, strict liability, negligence, statute, rule, regulation, common law or otherwise (individually and collectively, "Damages") actually incurred by Assignor and/or Assignor Affiliates and arising out of or resulting at any time whatsoever, in any manner whatsoever, from any of the following with respect to the Assigned Segment Structure:

(a) the performance of any demolition and removal, restoration, or alteration work performed on or with respect to the Assigned Segment Structure, and/or on or with respect to the Liron Parcel, from and after the date hereof (collectively, "Post-Assignment Work"), or any other construction work associated therewith, including, without limitation, any violation of law or any misconduct, malfeasance, misfeasance or nonfeasance on the part of Assignee or any personnel thereof or any contractor performing or hired to perform any portion of any Post-Assignment Work, or any sickness, bodily injury or death of any person or persons, or loss of or damage to any property arising out of or resulting, in whole or in part, from any Post-Assignment Work or any part or stage thereof; and

(b) all claims, obligations, duties, and undertakings related to the Easements and the 1929 Agreements and the Property-Specific Easements, insofar as such Easements and 1929 Agreements and the Property-Specific Easements relate to the Liron Parcel, which arise upon or after the date hereof (including, without limitation, the duty to demolish and remove the Liron Parcel Assigned Segment Structure of the Highline, if any), whether such claims, obligations, duties or undertakings arise under the express terms of the Easements, the 1929 Agreements, the Abandonment Order, common law or statute;

(c) to the extent arising from Post-Assignment Work, the presence, Release or threatened Release of Contaminants on, at, to, from or under the Assigned Segment Structure and/or the Liron Parcel, and/or any real property to which any entity other than Assignor or Assignor Affiliates sends any Contaminant or other material from the Liron Parcel or the Assigned Segment Structure for treatment, storage, disposal, recycling or re-use, or any other aspects of the environmental condition of the Assigned Segment Structure or the Liron Parcel, including but not limited to any Damages arising under any of the federal Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq., the National Environmental Policy Act of 1969, 42 U.S.C. §§4321 et seq., the Energy Policy and

Conservation Act, 42 U.S.C. §6362, the Coastal Zone Management Act of 1972, 16 U.S.C. §§1451 et seq., Executive Order 12898 ("Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations", 59 FR 7629, February 11, 1994), the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq., the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq., and the Federal Water Pollution Control Act, 42 U.S.C. §§1251 et seq., or under the New York Environmental Conservation Law, §§1-0101 et seq., all of which as have been amended or may be amended in the future or under any other federal, state or local law, statute, rule, regulation or common law theory now or hereafter in effect, and designed to protect human health or the environment (individually and collectively, "Environmental Law"), or any costs of remediation or cure of any environmental condition, or removal and disposition of material, under any Environmental Law respecting or affecting the Assigned Segment Structure and/or the Liron Parcel; as used herein, "Contaminant" means any waste, pollutant, hazardous substance, hazardous waste, special waste, solid waste, petroleum or petroleum-derived substance or waste, asbestos, polychlorinated biphenyls ("PCBs"), or any constituent of any such substance or waste, which is defined in or regulated by any Environmental Law; and

(d) should Post-Assignment Work involve, or any New Building Violation(s) or Environmental Law or New York State Railroad Law require, demolition and/or removal and disposal of all or any part of the Assigned Segment Structure (and/or removal of grade separation structures, if any) and restoration of streets, the failure or refusal to perform, or material delay or gross negligence or misconduct, malfeasance or misfeasance or nonfeasance in, such restoration and repair of public or private property, or demolition and/or removal and disposal of all or any part of the Assigned Segment Structure, including but not limited to highway-railroad grade separation structure removal, if any, and/or public street restoration obligations pursuant to New York State Railroad Laws Sections 93 and 21.

The foregoing covenant and agreement of Assignee is and is intended to be a covenant running with the land of the Easements and the Property-Specific Easements, and the foregoing covenant shall run with the land of the Easements and Property-Specific Easements until such time as both the Assigned Segment Structure shall have been demolished and removed in its entirety in accordance with all applicable laws, including but not limited to any and all Environmental Laws, and the statute of limitations has tolled with regard to the making of any claims by any natural person or entity against Assignor and/or any Assignor Affiliates under the Easements and/or the 1929 Agreements and/or the Property-Specific Easements and/or any and all Environmental Laws.

4.2 Indemnification of Assignee. Assignor hereby agrees to indemnify Assignee against real estate tax and liquidated judgment claims relating to the Assigned Segment Structure which arose and became a lien or liens prior to the date of this Agreement.

4.3 Indemnity Defined. As used in this Agreement, the term "indemnify" (and its cognates "indemnified" and "indemnification") shall mean the unconditional duty, to the extent permitted by law, to indemnify, defend (with counsel chosen by Assignee and reasonably acceptable to Assignor) and save and hold harmless the party(ies) to whom indemnity is directed, from and against, and to reimburse such indemnified party or parties with respect to, any Damages (except any Damage due to the gross negligence of the indemnified party) asserted

against any such indemnified party or incurred by reason of or arising out of the matters with respect to which the indemnity is given.

4.4 Insurance. Notwithstanding anything contained in this Agreement to the contrary, Assignor, on behalf of itself and all Assignor Affiliates, acknowledge and agree that if any event shall occur which gives rise to any indemnity obligations and/or liabilities under this Agreement, then, in such event, Assignor and Assignor Affiliates shall first pursue [name and number of CGL and Environmental Insurance Policies] available to satisfy such obligations and/or liabilities as a precondition to making a claim against Assignee. If all insurance coverages have been satisfied in full (i.e., the policy limits exhausted after payment of claim(s) to Assignor and/or Assignor Affiliates, as the case may be), or if claims have been denied in whole or part or neither accepted or denied within eighteen (18) months after submittal by Assignor or an Assignor Affiliate, then, only in such events shall Assignor and Assignor Affiliates be entitled to pursue and enforce a claim against Assignee under Section 4 of this Agreement. Assignor and Assignor Affiliates shall have no obligation to initiate litigation against an insurer before pursuing and enforcing an action under this Section 4. No statute of limitation shall begin to run for any claim under Section 4 until the foregoing conditions to pursuit and enforcement of such a claim have been fulfilled.

5. Further Assurances. Upon reasonable request of Assignee, Assignor agrees that it shall hereafter deliver to Assignee such further or other documents (in form and substance satisfactory to Assignor) as are necessary to quitclaim to Assignee any right, title or interest Assignor may hold in the Easements or Property-Specific Easements or Assigned Segment Structure, provided that the cost of preparing, delivering and recording such documents (including, without limitation, any transfer tax, documentary stamp tax, recording fees, or the like), shall be at the sole expense of Assignee.

6. Compliance With Law; Mechanics' Liens. Assignee shall observe and comply with, and shall require any contractor performing Post-Assignment Work on the Assigned Segment Structure and/or the Liron Parcel to comply with:

(a) all applicable federal, New York State and New York City laws, statutes, ordinances, rules and regulations, including but not limited to Environmental Laws, and all notices, requirements, and orders (including but not limited to New Building Violations, if any) of any and all federal, New York State, or New York City authorities or administrative bodies, which apply or relate to the Assigned Segment Structure or any portion thereof or Highline segment contiguous thereto, or to the undertakings of Assignee hereunder, including, without limitation, all permit requirements and safety and health requirements; and

(b) the requirements of the Easements and/or the 1929 Agreements and/or the Property-Specific Easements and/or the Abandonment Order applicable to the restoration and repair, and/or the demolition and removal, of the Assigned Segment Structure or any portion thereof or of an Assigned Segment Structure contiguous thereto.

Furthermore, Assignee shall not suffer or permit to be created, or to remain unbonded, any lien or claim therefor arising out of any Post-Assignment Work or any part thereof, or any work done or services, material, equipment or supplies furnished to any real property on account of any

Post-Assignment Work by or contracted for by Assignee (unless Assignee is contesting same in good faith), and Assignee hereby agrees to indemnify (as that term is hereinbefore defined) Assignor and Assignor Affiliates against any Damages resulting or arising out of any such lien or claim. The costs and expenses of any Post-Assignment Work and of Assignee's compliance with its obligations, duties and undertakings under this Agreement shall be at the sole cost and expense of Assignee, and Assignor and Assignor Affiliates shall have no liability therefor.

7. Termination of Easements by Declaration of Termination of Easements. It is the intention of the parties hereto that, following the assignment and assumption of the Easements and the Property-Specific Easements assigned hereby, the Easements and the Property-Specific Easements shall, following the prompt demolition of the Assigned Segment Structure as required hereunder, be terminated by the filing by Assignee of a declaration of termination of easements (the "Declaration"); and furthermore, upon the recording of this Declaration in the public records, that the Easements and the Property-Specific Easements and the 1929 Agreements be extinguished of record as to the Liron Parcel. Assignor covenants and agrees with Assignor (a) to cause the prompt demolition of the Assigned Segment Structure and (b) to record the Declaration thereafter.

8. Governing Law. This Agreement shall be governed and construed in accordance with the internal laws of the State of New York.

9. Separability. If any term or provision of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid and unenforceable, the remainder of this Agreement, or the application of such term or provisions to persons or circumstances to which it is valid or enforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the extent permitted by law.

10. Recording. This Agreement (and the subsequent Declaration, after the Assignee's covenants in Section 7 are fulfilled) shall be recorded in the Office of the Recorder of Deeds in and for the City of New York promptly following the execution and delivery hereof, by Assignor at Assignor's sole cost and expense.

11. Captions; Plurals; Gender. Section headings, captions, titles and exhibit headings to this Agreement are for convenience and reference only, and are in no way to be construed as defining, limiting, or modifying the scope or intent of the various provisions of this Agreement. The plural shall be substituted for the singular, and the singular for the plural, where appropriate, and the words of any gender shall mean and include any other gender.

12. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of Assignor and Assignee, and their respective heirs, personal representatives, successors and assigns.

13. Exhibits. All Exhibits attached hereto are incorporated by reference and hereby made a part hereof.

14. Entire Agreement; No Amendment. All understandings and agreements heretofore made between the parties are merged in this Agreement, which alone fully and completely expresses their agreements. Neither this Agreement nor any provision hereof may be

changed, modified, amended, supplemented, waived, discharged or terminated orally, but only by instrument in writing signed by the party against whom enforcement of the change, modification, amendment, supplement, waiver, discharge or termination is sought.

15. No Waivers. The failure of Assignor or Assignee to seek redress for violations or to insist upon the strict performance of any covenant, agreement, provision or condition of this Agreement shall not constitute a waiver thereof and Assignor or Assignee, as the case may be, shall have all remedies provided herein and under applicable law with respect to any subsequent act which originally would have constituted a violation or default hereunder.

16. Survival. Subject to and except as limited by the other terms of this Agreement, the obligations, undertakings, duties, and covenants of each of Assignor and Assignee shall survive the delivery and recording of this Agreement.

17. Notices. Any notice, request, consent or other communication under this Agreement ("Notice" or "notice") shall be in writing and sent by Registered or Certified Mail, return receipt requested, or by courier, express mail or overnight delivery with a receipt service. The date such notice shall be deemed to have been given shall be the date of receipt, the first calendar day after the date sent by courier, express or overnight ("next day delivery"), or the third calendar day after the postmark on the envelope if mailed, whichever occurs first. Notices to Assignor shall be sent to:

New York Central Lines LLC
c/o Consolidated Rail Corporation
Six Penn Center
Philadelphia, Pennsylvania 19103
Attention: Jonathan Broder, Esq.

with a copy at the same time to:

CSX Corporation
One James Center
901 East Cary Street
Richmond, Virginia 23219
Attention: Peter J. Shudtz, Esq., General Counsel

and to:

David Alan Richards, Esq.
McCarter & English
300 Park Avenue
New York, New York 10022

Notices to Assignee shall be sent to:

with a copy at the same time to:

Any party hereto may change its address or designate different or other persons or entities to receive copies by notifying the other party in the manner described in this Article of the Agreement. Any counsel designated above or any replacement counsel is hereby authorized to give notices hereunder on behalf of its client.

18. Due Authorization; Complete Agreement. The persons executing this Agreement on behalf of each of Assignor and Assignee represent and warrant, each for himself or herself and the respective principal parties, that each has been duly authorized to execute this Agreement for and on behalf of Assignor and Assignee, respectively. All understandings and agreements heretofore made between the parties hereto are merged in this Agreement, which alone fully and completely expresses the agreement between Assignor and Assignee, and any executory agreement heretofore or hereafter made shall be ineffective to change, modify, discharge or otherwise affect this Agreement in whole or part, unless such executory agreement is in writing and signed by the party against whom enforcement of the change, modification or discharge is sought.

[Continued on the next page]

IN WITNESS WHEREOF, and intending to be legally bound hereby, this Agreement has been duly executed by the parties hereto as of the date first above written.

ASSIGNOR;

NEW YORK CENTRAL LINES LLC

By: _____
Manager

By: _____
Name:
Title:

ASSIGNEE:

By: _____
Name:
Title:

[illegible]

On the ____ day of _____ in the year 2001 before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

My Commission Expires:

On the ____ day of _____ in the year 2001 before me, the undersigned, personally appeared _____, Personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

My Commission Expires:

EXHIBIT A-1

Schedule of Easements

1. Indenture dated July 2, 1929, executed by The City of New York and the New York Central Railroad Company ("NY Central"), and recorded on August 6, 1929 in Liber 3736 Cp 8 et seq.
2. Indenture dated June 10, 1935, executed by The City of NY and NY Central, recorded on September 9, 1935 in Liber 3909 Cp 289 et seq.
3. Deed from Robert W. Blanchette, Richard C. Bond and John H. McArthur, as Trustees of the Property of Penn Central Transportation Company, Debtor, as Grantor, to Consolidated Rail Corporation, as Grantee, dated March 30, 1976, and recorded in Reel 463, Page 1563, in the Office of the City Register, New York County, on December 15, 1978.
4. Real Property Identification Document from Despatch Shops, as Transferor, to Consolidated Rail Corporation, as Transferee, recorded in Reel 463, Page 1624 in the Office of the City Register, New York County, on December 15, 1978.

EXHIBIT A-2

Schedule of Agreements Relating to Easements

1. Agreement dated July 2, 1929, executed by The City of New York and New York Central made pursuant to Section 5 of Chapter 677 of the Laws of 1928, as Amended by Chapter 431 of the Laws of 1929 (the "NYC-NY Central Agreement").
2. The Enlarged Plan (as such term is defined in the NYC-NY Central Agreement) and all amendments and modifications to the Enlarged Plan.

EXHIBIT A-3

Property – Specific Easements

1. Indenture from New York State Realty and Terminal Company ("NYSRTC") to New York Central Railroad (NYLR") dated June 8, 1932 and recorded June 10, 1932 in Liter 3829, Cp 383 (Parcel 15 in said Indenture), as modified by Indenture from NYSRTC to NYCRC dated June 24, 1957 (also Parcel 15)

EXHIBIT B

Liron Parcel - Metes and Bounds Description

EXHIBIT C

Northern Cut Line:

Southern Cut Line:



EXHIBIT H

Bill of Sale

QUITCLAIM BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS,

THAT **NEW YORK CENTRAL LINES LLC**, a Delaware limited liability company having an office in care of, and successor in interest to, Consolidated Rail Corporation, a Pennsylvania corporation having its principal place of business at Six Penn Center, Philadelphia, Pennsylvania 19103, hereinafter described as Seller,

for and in consideration of the sum of One and 00/100 Dollars (\$1.00) lawful money of the United States, to Seller in hand paid, at or before the ensembling and delivery of these presents, by

_____, a _____ having its principal place of business at _____, New York, New York 100__, hereinafter described as Purchaser, the receipt whereof is hereby acknowledged, has bargained and sold, and by these presents does grant and convey unto the Purchaser, its successors and assigns, or his or her executors, administrators, and assigns,

ALL fixtures and articles of personal property (hereinafter, the "Personalty") attached to or located on or used in connection with the operation of that certain easement premises (the "Easements", as its constituent easements and collateral instruments are more specifically identified and described on Exhibits A-1, A-2 and A-3 attached hereto and made a part hereof), encumbering that certain plot, piece or parcel of land (the "Servient Property"), situate, lying and being in the Borough of Manhattan, City, Country and State of New York, more particularly bounded and described in Exhibit B annexed hereto and hereby made a part hereof, known as and by the street number _____ Street, New York City, New York,

WHICH EASEMENTS are being conveyed by Seller to Purchaser by Quitclaim Assignment and Assumption and Indemnification, Release and Waiver Agreement Regarding Easements of even date herewith,

NOT INCLUDING, however, machinery, equipment, fixtures and articles of personal property owned by public utilities within the Easements.

TO HAVE AND TO HOLD the same unto Purchaser, its successors and assigns, or his or her executors, administrators, and assigns, forever.

THIS QUITCLAIM BILL OF SALE is made without recourse and without representation or warranty by Seller, either express or implied.

IN WITNESS WHEREOF, Seller has hereunto set its hand and seal as of this ____ day of ____.

NEW YORK CENTRAL LINES LLC

By: _____
Manager

Exhibits A-1, A-2, A-3 and B

STATE OF NEW YORK)
COUNTY OF NEW YORK) ss:

On the ____ day of _____ in the year _____ before me, the undersigned,
personally appeared _____, personally known to me or proved to me on the
basis of satisfactory evidence to be the individual whose name is subscribed to the within
instrument and acknowledged to me that he/she executed the same in his/her capacity, and that
by his/her signature on the instrument, the individual, or the person upon behalf of which the
individual acted, executed the instrument.

Notary Public

My commission expires:

EXHIBIT A-1

Schedule of Easements

1. Indenture dated July 2, 1929, executed by The City of New York and the New York Central Railroad Company ("NY Central"), and recorded on August 6, 1929 in Liber 3736 Cp 8 et seq.
2. Indenture dated June 10, 1935, executed by The City of NY and NY Central, recorded on September 9, 1935 in Liber 3909 Cp 289 et seq.
3. Deed from Robert W. Blanchette, Richard C. Bond and John H. McArthur, as Trustees of the Property of Penn Central Transportation Company, Debtor, as Grantor, to Consolidated Rail Corporation, as Grantee, dated March 30, 1976, and recorded in Reel 463, Page 1563, in the Office of the City Register, New York County, on December 15, 1978.
4. Real Property Identification Document from Despatch Shops, as Transferor, to Consolidated Rail Corporation, as Transferee, recorded in Reel 463, Page 1624 in the Office of the City Register, New York County, on December 15, 1978.

EXHIBIT A-2

Schedule of Agreements Relating to Easements

1. Agreement dated July 2, 1929, executed by The City of New York and New York Central made pursuant to Section 5 of Chapter 677 of the Laws of 1928, as Amended by Chapter 431 of the Laws of 1929 (the "NYC-NY Central Agreement").
2. The Enlarged Plan (as such term is defined in the NYC-NY Central Agreement) and all amendments and modifications to the Enlarged Plan.

EXHIBIT A-3

Property-Specific Agreements

EXHIBIT B

Servient Property - Metes and Bounds Description

[[[[[[[[[[[[[[[]

EXHIBIT I

IRS Form 8283

Form **8283**
(Rev. October 1998)

Department of the Treasury
Internal Revenue Service

Noncash Charitable Contributions

▶ Attach to your tax return if you claimed a total deduction
of over \$500 for all contributed property.

▶ See separate instructions.

OMB No. 1545-0908

Attachment
Sequence No. **55**

Name(s) shown on your income tax return

Identifying number

Note: Figure the amount of your contribution deduction before completing this form. See your tax return instructions.

Section A—List in this section **only** items (or groups of similar items) for which you claimed a deduction of \$5,000 or less. Also, list certain publicly traded securities even if the deduction is over \$5,000 (see instructions).

Part I Information on Donated Property—If you need more space, attach a statement.

1	(a) Name and address of the donee organization	(b) Description of donated property
A		
B		
C		
D		
E		

Note: If the amount you claimed as a deduction for an item is \$500 or less, you do not have to complete columns (d), (e), and (f).

	(c) Date of the contribution	(d) Date acquired by donor (mo., yr.)	(e) How acquired by donor	(f) Donor's cost or adjusted basis	(g) Fair market value	(h) Method used to determine the fair market value
A						
B						
C						
D						
E						

Part II Other Information—Complete line 2 if you gave less than an entire interest in property listed in Part I. Complete line 3 if conditions were attached to a contribution listed in Part I.

- 2 If, during the year, you contributed less than the entire interest in the property, complete lines a–e.
- a Enter the letter from Part I that identifies the property ▶ _____. If Part II applies to more than one property, attach a separate statement.
- b Total amount claimed as a deduction for the property listed in Part I: (1) For this tax year ▶ _____
(2) For any prior tax years ▶ _____
- c Name and address of each organization to which any such contribution was made in a prior year (complete only if different from the donee organization above):
Name of charitable organization (donee) _____
Address (number, street, and room or suite no.) _____
City or town, state, and ZIP code _____
- d For tangible property, enter the place where the property is located or kept ▶ _____
- e Name of any person, other than the donee organization, having actual possession of the property ▶ _____
- 3 If conditions were attached to any contribution listed in Part I, answer questions a – c and attach the required statement (see instructions).
- a Is there a restriction, either temporary or permanent, on the donee's right to use or dispose of the donated property?
- b Did you give to anyone (other than the donee organization or another organization participating with the donee organization in cooperative fundraising) the right to the income from the donated property or to the possession of the property, including the right to vote donated securities, to acquire the property by purchase or otherwise, or to designate the person having such income, possession, or right to acquire?
- c Is there a restriction limiting the donated property for a particular use?

Yes	No

For Paperwork Reduction Act Notice, see page 4 of separate instructions.

Cat. No. 62299J

Form **8283** (Rev. 10-98)

Name(s) shown on your income tax return

Identifying number

Section B—Appraisal Summary—List in this section only items (or groups of similar items) for which you claimed a deduction of more than \$5,000 per item or group. **Exception.** Report contributions of certain publicly traded securities only in Section A.

If you donated art, you may have to attach the complete appraisal. See the **Note** in Part I below.

Part I Information on Donated Property—To be completed by the taxpayer and/or appraiser.

4 Check type of property:

- ☐ Art* (contribution of \$20,000 or more) ☐ Real Estate ☐ Gems/Jewelry ☐ Stamp Collections
☐ Art* (contribution of less than \$20,000) ☐ Coin Collections ☐ Books ☐ Other

*Art includes paintings, sculptures, watercolors, prints, drawings, ceramics, antique furniture, decorative arts, textiles, carpets, silver, rare manuscripts, historical memorabilia, and other similar objects.

Note: If your total art contribution deduction was \$20,000 or more, you must attach a complete copy of the signed appraisal. See instructions.

5 (a) Description of donated property (if you need more space, attach a separate statement)		(b) If tangible property was donated, give a brief summary of the overall physical condition at the time of the gift		(c) Appraised fair market value	
A					
B					
C					
D					

(d) Date acquired by donor (mo., yr.)	(e) How acquired by donor	(f) Donor's cost or adjusted basis	(g) For bargain sales, enter amount received	See instructions	
				(h) Amount claimed as a deduction	(i) Average trading price of securities
A					
B					
C					
D					

Part II Taxpayer (Donor) Statement—List each item included in Part I above that the appraisal identifies as having a value of \$500 or less. See instructions.

I declare that the following item(s) included in Part I above has to the best of my knowledge and belief an appraised value of not more than \$500 (per item). Enter identifying letter from Part I and describe the specific item. See instructions. ►

Signature of taxpayer (donor) ►

Date ►

Part III Declaration of Appraiser

I declare that I am not the donor, the donee, a party to the transaction in which the donor acquired the property, employed by, or related to any of the foregoing persons, or married to any person who is related to any of the foregoing persons. And, if regularly used by the donor, donee, or party to the transaction, I performed the majority of my appraisals during my tax year for other persons.

Also, I declare that I hold myself out to the public as an appraiser or perform appraisals on a regular basis; and that because of my qualifications as described in the appraisal, I am qualified to make appraisals of the type of property being valued. I certify that the appraisal fees were not based on a percentage of the appraised property value. Furthermore, I understand that a false or fraudulent overstatement of the property value as described in the qualified appraisal or this appraisal summary may subject me to the penalty under section 6701(a) (aiding and abetting the understatement of tax liability). I affirm that I have not been barred from presenting evidence or testimony by the Director of Practice.

Sign

Here Signature ►

Title ►

Date of appraisal ►

Business address (including room or suite no.)

Identifying number

City or town, state, and ZIP code

Part IV Donee Acknowledgment—To be completed by the charitable organization.

This charitable organization acknowledges that it is a qualified organization under section 170(c) and that it received the donated property as described in Section B, Part I, above on ►

(Date)

Furthermore, this organization affirms that in the event it sells, exchanges, or otherwise disposes of the property described in Section B, Part I (or any portion thereof) within 2 years after the date of receipt, it will file **Form 8282**, Donee Information Return, with the IRS and give the donor a copy of that form. This acknowledgment does not represent agreement with the claimed fair market value.

Does the organization intend to use the property for an unrelated use? ► ☐ Yes ☐ No

Name of charitable organization (donee)	Employer identification number	
Address (number, street, and room or suite no.)	City or town, state, and ZIP code	
Authorized signature	Title	Date





EXHIBITS J-1, J-2 and J-3

EXHIBIT J-1

Letter of Acknowledgment

[To be Typed on Assignee's Letterhead]

Date: _____, 2001

To Whom It May Concern:

Re: Donation of Property Located
in New York County, New York

Dear Sir/Madam:

The undersigned, the City of New York ("NYC"), executing and delivering this letter in its proprietary and not in its governmental capacity, hereby acknowledges its acceptance of the railroad viaduct easement and property known as the Highline in the segments located over the public streetbeds from West 12th Street through West 34th Street, New York City, New York, together with the improvements located on and/or above the properties known as and by the street numbers 75-95 Gansevoort Street and 42-62 Little West 12th Street (collectively, with the over-streetbed segments, the "Property"), all as more particularly described in the Quitclaim Assignment and Assumption, Release and Waiver and Covenant Not To Sue Agreement Regarding Easements, dated _____, 200[1] from New York Central Lines LLC (the "Assignor") to NYC, and NYC acknowledges its receipts of the fair market of the Property as established by an appraisal. NYC makes no representation concerning the value of the Property.

NYC also confirms, by this letter, that no goods or services were provided to the Assignor in exchange for the conveyance to NYC of the Property (except to the extent of the City's obligations, if any, under the Agreement for Voluntary Abandonment and Charitable Contribution dated _____, 200[1]).

Sincerely,

THE CITY OF NEW YORK

By: _____

Name: _____

Title: _____

Approved as to Form:

By: _____
Acting Corporation Counsel

EXHIBIT J-2(i)

Letter of Acknowledgment

(to be typed on Metropolitan Transit Authority letterhead)

Date: _____, 2000

To Whom It May Concern:

Re: Donation of Property Located in New York County, New York

Dear Sir/Madam:

The undersigned, the Metropolitan Transit Authority ("MTA"), hereby acknowledges its acceptance of the railroad viaduct easement and property known as the Highline (the "Property") located on and/or above the servient property known as 501-37 West 30th Street, all as more particularly described in the Quitclaim Assignment and Assumption and Indemnification, Release and Waiver Agreement Regarding Easements, dated _____, 2000, from New York Central Lines LLC (the "Assignor") to MTA, and MTA acknowledges its receipt of the fair market value of the Property as established by an appraisal. MTA makes no representation concerning the value of the Property.

MTA also confirms, by this letter, that no goods or services were provided to the Assignor in exchange for the conveyance of the Property to MTA.

Sincerely,

METROPOLITAN TRANSIT AUTHORITY

By: _____
Name: _____
Title: _____

EXHIBIT J-2(ii)

Letter of Acknowledgment

(to be typed on Triborough Bridge and Tunnel Authority letterhead)

Date: _____, 2000

To Whom It May Concern:

Re: Donation of Property Located in New York County, New York

Dear Sir/Madam:

The undersigned, the Triborough Bridge and Tunnel Authority ("TBTA"), hereby acknowledges its acceptance of the railroad viaduct easement and property known as the Highline (the "Property") located on and/or above the servient property known as 320 12th Avenue (Block 676, Lot 3) and (no street address) Block 702, Lot 1, all as more particularly described in the Quitclaim Assignment and Assumption and Indemnification, Release and Waiver Agreement Regarding Easements, dated _____, 2000, from New York Central Lines LLC (the "Assignor") to TBTA, and TBTA acknowledges its receipt of the fair market value of the Property as established by an appraisal. TBTA makes no representation concerning the value of the Property.

TBTA also confirms, by this letter, that no goods or services were provided to the Assignor in exchange for the conveyance of the Property to TBTA.

Sincerely,

**TRIBOROUGH BRIDGE AND TUNNEL
AUTHORITY**

By: _____
Name: _____
Title: _____

EXHIBIT J-2(iii)

Letter of Acknowledgment

(to be typed on New York Convention Center Development Corporation letterhead)

Date: _____, 2000

To Whom It May Concern:

Re: Donation of Property Located in New York County, New York

Dear Sir/Madam:

The undersigned, the New York Convention Center Development Corporation ("NYCCDC"), hereby acknowledges its acceptance of the railroad viaduct easement and property known as the Highline (the "Property") located on and/or above the servient property known as 651-59 West 33rd Street and 418-36 11th Avenue, all as more particularly described in the Quitclaim Assignment and Assumption and Indemnification, Release and Waiver Agreement Regarding Easements, dated _____, 2000, from New York Central Lines LLC (the "Assignor") to NYCCDC, and NYCDDC acknowledges its receipt of the fair market value of the Property as established by an appraisal. NYCCDC makes no representation concerning the value of the Property.

NYCCDC also confirms, by this letter, that no goods or services were provided to the Assignor in exchange for the conveyance of the Property to NYCCDC.

Sincerely,

**NEW YORK CONVENTION CENTER
DEVELOPMENT CORPORATION**

By: _____
Name: _____
Title: _____

EXHIBIT J-3

Letter of Acknowledgment

[To be Typed on EDC Letterhead]

Date: _____, 2001

To Whom It May Concern:

Re: Donation of Cash in Connection with Demolition of Property
Donated to New York City and Located in New York County, New York

Dear Sir/Madam:

The undersigned, the New York City ("EDC"), Economic Development Corporation, hereby acknowledges its acceptance of the sum of _____ Million and no/100 (\$____,000,000.00) Dollars (the "Demolition Contribution") to be utilized solely for the demolition of the railroad viaduct easement and property known as the Highline located over the public streetbeds from West 12th Street through West 34th Street, New York City, New York, together with the improvements located on and/or above the properties known as and by the street numbers 75-95 Gansevoort Street and 42-62 Little West 12th Street and other under-Highline properties (collectively, with the over-streetbed segments, the "Property"), all as more particularly described in the Quitclaim Assignment and Assumption, Release and Waiver and Covenant Not To Sue Agreement Regarding Easements, dated _____, 200[1] from New York Central Lines LLC ("NYCLLC") to the City of New York (the "City").

EDC also confirms, by this letter, that no goods or services were provided to EDC in exchange for the donation to EDC of the Demolition Contribution (except to the extent of the EDC's obligations, if any, in disbursement of the Demolition Contribution as described under that certain Agreement for Voluntary Abandonment and Charitable Contribution dated _____, 200[1] by and between, inter alia, NYCLLC, EDC, and the City).

Sincerely,

NEW YORK CITY ECONOMIC
DEVELOPMENT CORPORATION

By: _____
Name: _____
Title: _____



EXHIBIT K

Title Company Letter

RECEIVED SEP 3 1999

CHICAGO TITLE INSURANCE COMPANY

711 THIRD AVENUE, NEW YORK, NEW YORK 10017 (212) 880-1200
FAX (212) 880-1400



August 31, 1999

David Alan Richards, Esq.
Sidley & Austin
875 Third Avenue
New York, NY 10022

Re: "Hi-Line" - "West 30th Street Secondary Track"
Title Nos. 9801-01196-1233

Dear David:

Please be advised that The Company is prepared to insure an assignee, pursuant to the Quit-Claim Assignment and Assumption and Indemnification Agreement Regarding Easements documents, that it holds title its respective portion or segment of easements and real property interest subject to the terms and exceptions of the respective title policy. The Company will of course have to be furnished with (1) the "Abandonment Order" (2) a waiver of the New York State Department of Transportation's preferential right of acquisition under Section 18 of The New York State Transportation Law and (3) any approvals necessary by the City of New York.

If you have any comments, please call me.

Very truly yours,

Christopher J. Bedell
Senior Counsel

CJB/deg



Exhibit L

Environmental Reports¹

1. Environmental Assessment, AB-167 (Sub-No. 1094), Chelsea Property Owners--Abandonment--Portion of the Consolidated Rail Corporation's West 30th Street Secondary Track in New York, NY (Interstate Commerce Commission; Oct. 1989).
2. Internal Interstate Commerce Commission Memorandum re Environmental Review of the Abandonment of the Line Segment South of Gansevoort Street in AB-167 (Sub-No. 1094), from Elaine K. Kaiser to Joseph H. Dettmar, January 25, 1990.
3. Environmental Impact Section of Application for Abandonment of A Portion of the West 30th Street Secondary Track in New York, New York in Docket No. AB 167 (Sub-No. 1094), before the Interstate Commerce Commission ("Abandonment Application"), filed by attorneys for Chelsea Property Owners (June 21, 1989).
4. Comments of Consolidated Rail Corporation on the Environmental Assessment, concerning Abandonment Application, filed by attorneys for Consolidated Rail Corporation (Nov. 22, 1989).
5. Correspondence from Timothy Forker, Environmental Action Coalition, to Hon. Noreta R. McGee, Secretary of Interstate Commerce Commission, concerning proposed Environmental Assessment for the Abandonment Application (dated Nov. 22, 1989).
6. Correspondence from James T.B. Tripp, Environmental Defense Fund, to Hon. Noreta R. McGee, Secretary of Interstate Commerce Commission, concerning proposed Abandonment Application (dated Nov. 27, 1989).
7. Chelsea Property Owners' Comments on Environmental Assessment concerning Abandonment Application, filed by attorneys for Chelsea Property Owners (Nov. 27, 1989).
8. Limited Soil Sampling and Contaminant Inspection, prepared by Airtek Environmental Corp. (Oct. 1998).
9. Gannett Fleming Report: Split Sampling of Ballast Material, Highline Elevated Rail, New York, New York, CSXT Project #0003115/Project 37382, September 2000.
10. Historical Record Review and Phase I Environmental Site Assessment, prepared by Airtek Environmental Corp. (July 2000).

¹ The inclusion on this Schedule of documents that are not reports does not expand NYCLLC's obligation under Section 8.2 beyond that of delivering copies of all final environmental reports in its possession.

[illegible]

EXHIBIT M

New York City Mayor's Letter



THE CITY OF NEW YORK
OFFICE OF THE MAYOR
NEW YORK, N.Y. 10007

Copy to ~~Edward~~
Conrad
Richard
Mellie:
JHI
LWD

August 10, 1990

Honorable Sidney L. Strickland, Jr.
Secretary
Interstate Commerce Commission
12th Street & Constitution Avenue, N.W.
Washington, D.C. 20423

Re: Docket No. AB167 (Sub-No. 1084) — Chelsea Property Owners — Abandonment —
Portion of Consolidated Rail Corporation's West 30th St. Secondary Track

Dear Mr. Strickland:

Some months ago my Legal Department wrote to you on my behalf requesting that the City of New York be recognized as an interested party in the above proceeding, and supporting an extension of your filing deadline in order to provide Conrail with sufficient time to respond to a range of City concerns regarding the proposed reactivation of the elevated rail line below West 34th Street ("the highline") for a waste haul operation.

As Borough President of Manhattan, I had written to the Commission in support of the general concept behind Conrail's proposal because of my deep concern for the City's waste management problems and my belief in recycling as the most appropriate strategy for addressing those problems. As Mayor, I remain strongly committed to encouraging innovative and cost effective waste removal and recycling programs. However, since the start of my term as Mayor, I have been advised of potential problems with the Conrail proposal that I was not aware of when I wrote to the Commission last year. Upon becoming aware of these problems, I directed my Commissioners to study it in greater detail. I was particularly distressed to learn of the deteriorated condition of the highline itself and Conrail's failure to adequately repair or maintain it over the years.

The position I have reached after careful review is that Conrail's proposal for a waste hauling operation on the highline is poorly conceived from an economic standpoint and would have only a marginal impact on our efforts to better manage the City's solid waste problems. I have also been advised that the proposed waste transfer facility would have a disruptive effect on surrounding residential neighborhoods and that the continued presence of the highline itself would significantly limit the City's ability to consider other development strategies for this area.

The prospect of high volumes of solid waste on the highline is especially disturbing. Due to the lack of adequate space for the staging and storage of waste and recyclables in this area, my Commissioners have advised me that any volume approaching the capacity Conrail has projected would result in substantial truck traffic and queuing on neighborhood streets, with all of the accompanying odors, noise, exhaust, and traffic. Because the entire length of the highline in this area is adjacent to a densely populated residential zone, any location that Conrail might select for its transfer station could seriously detract from the quality of life in the surrounding neighborhoods. Last month, at my request, the City Council approved a local law requiring the City to develop new rules governing the size and location of waste transfer stations to control just such effects.

For similar reasons, it is unlikely that the highline could ever be developed for general freight use. The highline is essentially the only remaining piece of a once extensive rail infrastructure that served the needs of a booming port and manufacturing district on the west side of Manhattan. Given current land use patterns and development trends, the possibility of recreating that infrastructure and the industries that supported it is very remote.

For all of the foregoing reasons, I have concluded that it is in the City's best interest to support the current petition for abandonment of the highline as a rail freight right-of-way and would ask you to take this position into account in your current deliberations so as to allow the demolition of this dangerous and unsightly structure to move forward. However, in order to provide for full consideration of the opinions of those community groups and elected officials who have recently voiced their concerns to you, I would also request that you delay your deliberations for an additional period, not to exceed two months, so you will have before you the full range of public opinion in this important matter.

Sincerely,


David N. Dinkins
MAYOR

TOTAL P.03
TOTAL P.03

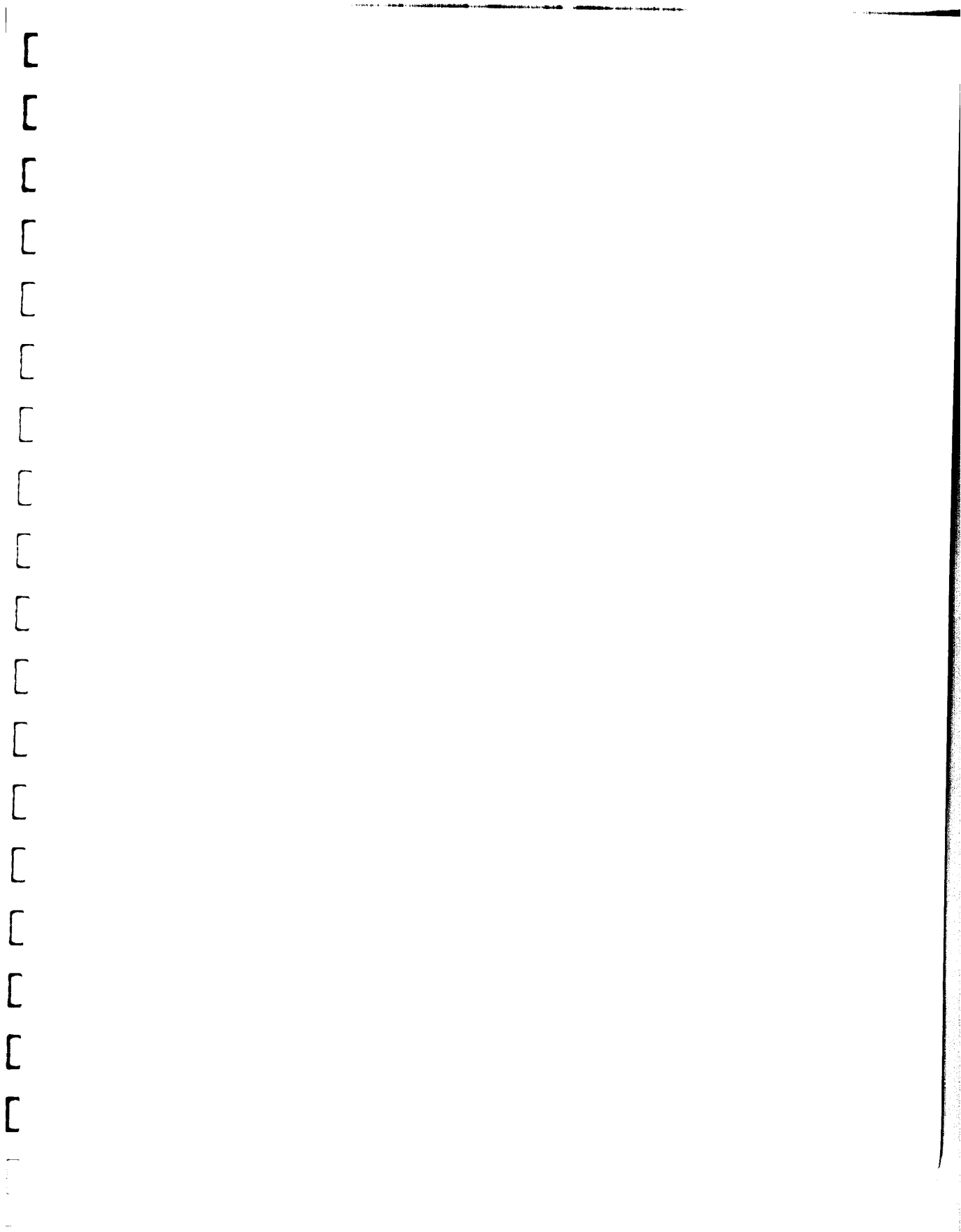


Exhibit N-3

(Environmental Insurance Policy)

An environmental insurance policy in form and substance acceptable to the Signatory Railroads will be presented at title closing.

[illegible]

EXHIBIT O

Scope of Work

**CONRAIL HIGHLINE VIADUCT
GANSEVORT STREET – WEST 34th STREET
MANHATTAN, NEW YORK**

**DEMOLITION PROJECT
SCOPES OF WORK
SEGMENTS 1 - 60**

JANUARY 23, 2001

SCOPE OF WORK

ELEVATED HIGHLINE DEMOLITION

The New York City Economic Development Corporation's ("Owner") Property
located at 75-95 Gansevoort Street between Gansevoort & Little West 12th Streets -Segment 1
As of January 23, 2001

Contractor will perform the demolition per the Technical Specifications.

Contractor will perform an interior and exterior pre-demolition survey.

Contractor will remove the Highline by cutting the piers above the existing roof, bracing, capping and flashing per the Technical Specifications and Drawings.

Contractor makes no representations as to the adequacy of the existing roof beneath the Highline. Owner will be responsible for making arrangements to ensure the adequacy of the roof system and to perform any repairs necessary.

Rail siding along the westerly side of the Highline will be left in place.

Owner and any tenants will cooperate with Contractor in coordination of schedule as outlined in the Demolition Contract.

Owner will remove any equipment, lights, cameras, signs, storage items, etc. now located under, immediately adjacent, or attached to the Highline that they desire to salvage.

Owner will arrange to have all utilities disconnected from any items remaining to be demolished prior to the start of demolition activities by the Contractor.

All parties acknowledge the need for the building areas impacted by the demolition activities to be vacant during the removal of the steel portions of the Highline overhead. This work will be scheduled at times to minimize adverse impact to Owner's and any tenant's operations.

Owner's contact for schedule coordination will be:

Name: _____

Title: _____

Address: _____

Tel: _____ Fax: _____

Subject to any and all formal approvals that Owner may be required to subsequently obtain, Owner Concurs with this Scope of Work

By: _____

Name: _____

Title: _____

Date: _____

SCOPE OF WORK

ELEVATED HIGHLINE DEMOLITION

The New York City Economic Development Corporation's ("Owner") Property located at
42-62 Little West 12th Street, between Gansevoort & Little West 12th Streets - Segment 2
As of January 23, 2001

Contractor will demolish this Segment as detailed in the Technical Specifications.

Contractor will maintain access to the parking area throughout the demolition process or will coordinate work times so that closure of access to the parking area is during hours that will not adversely impact Owner or any tenant's operations.

Owner and any tenants will cooperate with Contractor in coordination of schedule as outlined in the Demolition Contract.

Owner will remove any equipment, lights, cameras, signs, storage items, etc. now located under, immediately adjacent, or attached to the Highline that they desire to salvage.

Owner will arrange to have all utilities disconnected from any items remaining to be demolished prior to the start of demolition activities by the Contractor.

All parties acknowledge the need for the building areas impacted by the demolition activities to be vacant during the removal of the steel portions of the Highline overhead. This work will be scheduled at times to minimize adverse impact to Owner's and any tenant's operations.

Owner's contact for schedule coordination will be:

Name: _____

Title: _____

Address: _____

Tel: _____ Fax: _____

Subject to any and all formal approvals that Owner may be required to subsequently obtain, Owner Concurs with this Scope of Work

By: _____

Name: _____

Title: _____

Date: _____

SCOPE OF WORK

ELEVATED HIGHLINE DEMOLITION

The New York City Economic Development Corporation's ("Owner") Property located at
42-62 Little West 12th Street, between Gansevoort & Little West 12th Streets - Segment 3
As of January 23, 2001

Contractor will demolish this Segment as detailed in the Technical Specifications.

Contractor will perform an interior and exterior pre-demolition survey.

Contractor will remove the Highline by cutting the piers above the existing roof, bracing, capping and flashing per the Technical Specifications and Drawings.

Contractor makes no representations as to the adequacy of the existing roof beneath the Highline. Owner will be responsible for making arrangements to ensure the adequacy of the roof system and to perform any repairs necessary.

Owner and any tenants will cooperate with Contractor in coordination of schedule as outlined in the Demolition Contract.

Owner will remove any equipment, lights, cameras, signs, storage items, etc. now located under, immediately adjacent, or attached to the Highline that they desire to salvage.

Owner will arrange to have all utilities disconnected from any items remaining to be demolished prior to the start of demolition activities by the Contractor.

All parties acknowledge the need for the building areas impacted by the demolition activities to be vacant during the removal of the steel portions of the Highline overhead. This work will be scheduled at times to minimize adverse impact to Owner's and any tenant's operations.

Owner's contact for schedule coordination will be:

Name: _____

Title: _____

Address: _____

Tel: _____ Fax: _____

Subject to any and all formal approvals that Owner may be required to subsequently obtain, Owner Concurs with this Scope of Work

By: _____

Name: _____

Title: _____

Date: _____

SCOPE OF WORK

ELEVATED HIGHLINE DEMOLITION

New York City ("Owner") of City Street under Highline at Little West 12th Street
Segment 4
As of January 23, 2001

Contractor will perform the demolition per the Technical Specifications.

Contractor will upon completion of demolition activities backfill, compact and pave the areas of the removed piers to match the existing adjacent conditions prior to pier demolition.

Owner will arrange the removal of any Billboards in use or dismantled and laying on the rail line prior to commencement of demolition.

Owner will coordinate the removal and/or relocation, on a temporary and permanent basis, of any equipment, lights, traffic lights, signs, traffic signs, etc. now located under, and/or adjacent, or attached to the Highline that Owner wants to salvage or reuse prior to the start of demolition activities on each segment. Owner's coordination may include, but not be limited to, NYCDOT, ConEdison, and any other utilities or governmental agencies, prior to the start of demolition activities on each segment.

SCOPE OF WORK

ELEVATED HIGHLINE DEMOLITION

GHC NY Corp. ("Owner") Property located at 838-858 Washington Street,
between Little West 12th & West 13th Streets - Segment 5
As of January 23, 2001

Contractor will perform the demolition per the Technical Specifications.

Contractor will backfill, compact and pave the areas of the removed piers to match the existing adjacent conditions prior to pier demolition.

Owner agrees to allow Contractor to use the area beneath Segment 5 for staging while working on other segments nearby.

Contractor will remove rail siding/platform at west side of Segment 5.

Owner will remove any equipment, lights, signs, storage items, etc. now located under, immediately adjacent, or attached to the Highline that they desire to salvage.

Owner will arrange to have all utilities disconnected from any items remaining to be demolished prior to the start of demolition activities by the Contractor. Contractor assumes no liability for interruption of utilities to Owner or its tenant for utilities Owner fails to disconnect prior to the start of demolition.

All parties acknowledge the need for the building areas impacted by the demolition activities to be vacant during the removal of the steel portions of the Highline overhead. This work will be scheduled at times to minimize adverse impact to Owner's and any tenant's operations.

If Owner elects to have Contractor provide additional services beyond this scope of work, Owner and Contractor will enter into a separate agreement outside this Demolition Agreement.

Owner's contact for schedule coordination will be:

Name: _____

Title: _____

Address: _____

Tel: _____ Fax: _____

Owner Concurs with this Scope of Work

By: _____

Name: _____

Title: _____

Date: _____

SCOPE OF WORK

ELEVATED HIGHLINE DEMOLITION

GHC NY Corp. ("Owner") Property located at 838-858 Washington Street,
between Little West 12th & West 13th Streets – Segment 6
As of January 23, 2001

Contractor will perform the demolition per the Technical Specifications.

Contractor will cut steel above the roof of the existing buildings, brace and install caps and flashing per Technical Specifications.

Owner will remove any equipment, lights, signs, storage items, etc. now located under, immediately adjacent, or attached to the Highline that they desire to salvage.

Owner will arrange to have all utilities disconnected from any items remaining to be demolished prior to the start of demolition activities by the Contractor. Contractor assumes no liability for interruption of utilities to Owner or its tenant for utilities Owner fails to disconnect prior to the start of demolition.

All parties acknowledge the need for the building areas impacted by the demolition activities to be vacant during the removal of the steel portions of the Highline overhead. This work will be scheduled at times to minimize adverse impact to Owner's and any tenant's operations.

If Owner elects to have Contractor provide additional services beyond this scope of work, Owner and Contractor will enter into a separate agreement outside this Demolition Agreement.

Owner's contact for schedule coordination will be:

Name: _____

Title: _____

Address: _____

Tel: _____ Fax: _____

Owner Concurs with this Scope of Work

By: _____

Name: _____

Title: _____

Date: _____

SCOPE OF WORK

ELEVATED HIGHLINE DEMOLITION

New York City ("Owner") of City Street under Highline at West 13th Street

Segment 7

As of January 23, 2001

Contractor will perform the demolition per the Technical Specifications.

Contractor will upon completion of demolition activities backfill, compact and pave the areas of the removed piers to match the existing adjacent conditions prior to pier demolition.

Owner will arrange the removal of any Billboards in use or dismantled and laying on the rail line prior to commencement of demolition.

Owner will coordinate the removal and/or relocation, on a temporary and permanent basis, of any equipment, lights, traffic lights, signs, traffic signs, etc. now located under, and/or adjacent, or attached to the Highline that Owner wants to salvage or reuse prior to the start of demolition activities. Owner's coordination may include, but not be limited to, NYCDOT, ConEdison, and any other utilities or governmental agencies.

SCOPE OF WORK

ELEVATED HIGHLINE DEMOLITION

Gottlieb Realty Company ("Owner") Property located at 40-46 10th Avenue,
between West 13th & West 14th Streets - Segments 8
As of January 23, 2001

No work is being done on this Segment of the Highline.

Owner Concurs with this Scope of Work

By: _____

Name: _____

Title: _____

Date: _____

SCOPE OF WORK

ELEVATED HIGHLINE DEMOLITION

Romanoff Equities, Inc.'s ("Owner") Property located at 449 West 13th Street,
north of West 13th Street – Segment 9
As of January 23, 2001

Contractor will install OSHA complying railing if and as necessary along the entire southern end of the property after cutting and removing Segment 7 to the south over West 13th Street.

No other work is being done on this Segment of the Highline.

Owner's contact for schedule coordination will be:

Name: _____

Title: _____

Address: _____

Tel: _____ Fax: _____

Owner Concurs with this Scope of Work

By: _____

Name: _____

Title: _____

Date: _____

SCOPE OF WORK

ELEVATED HIGHLINE DEMOLITION

450 West 14th Street Corp's. ("Owner") Property located at 450 West 14th Street,
south of West 14th Street - Segment 10
As of January 23, 2001

Contractor will perform the demolition per the Technical Specifications.

Contractor will remove the rails from the Highline running through the property and cut the structure North of Pier 22 on the interior side of the wall to allow Owner's mason to finish wall to Owner's specification.

Engineer will provide a sketch of the cut-line detail no less than 30 days prior to start of demolition work so that Owner can coordinate mason to finish and flash wall.

Contractor will not be responsible for sealing or flashing the cut end of the Highline, Owner will engage and coordinate a mason to follow directly behind demolition work and finish façade to his standards.

Owner will, prior to Contractor demolishing Segment 11 of the Highline over West 14th Street, remove any equipment, lights, signs, etc. now located on, under, or immediately adjacent to Segment 11 that they wish to have salvaged.

Contractor will remove and dispose of the steel awning located under and attached to the Highline and Owner's building, and will dispose of debris on rails running through the Property. Owner will reimburse Contractor for the costs actually incurred by Contractor in the removing and disposing of the canopy and debris. The amount of reimbursement will be based on the actual price paid by Contractor for each Dumpster filled and disposed of by Contractor, based on prices in effect at that time. Currently rates for dumpsters are \$ 2,700.00 for a 30 yard container.

Owner will arrange to have all utilities disconnected from any items remaining on, under or adjacent to the Highline that will or may be impacted, or disturbed during the demolition activities prior to the start of demolition activities by the Contractor. Contractor assumes no liability for interruption of utilities to Owner, its tenants or neighbors for utilities Owner fails to have disconnected prior to the start of demolition.

Contractor will install an OSHA complying temporary railing along the entire end of the property after cutting the Highline.

Owner's contact for schedule coordination will be:

Name: _____

Title: _____

Address: _____

Tel: _____ Fax: _____

450 West 14th St. Co. Concurs with this Scope of Work

By: _____

Name: _____

Title: _____

Date: _____

SCOPE OF WORK

ELEVATED HIGHLINE DEMOLITION

New York City ("Owner") of City Street under Highline at West 14th Street
Segment 11
As of January 23, 2001

Contractor will perform the demolition per the Technical Specifications.

Contractor will upon completion of demolition activities backfill, compact and pave the areas of the removed piers to match the existing adjacent conditions prior to pier demolition.

Owner will coordinate the removal and/or relocation, on a temporary and permanent basis, of any equipment, lights, traffic lights, signs, traffic signs, etc. now located under, and/or adjacent, or attached to the Highline that Owner wants to salvage or reuse prior to the start of demolition activities. Owner's coordination may include, but not be limited to, NYCDOT, ConEdison, and any other utilities or governmental agencies.

SCOPE OF WORK

ELEVATED HIGHLINE DEMOLITION

15th Street Mini Storage, Inc. ("Owner") located at 62-76 10th Avenue,
between West 14th and West 15th Streets - Segment 12
As of January 23, 2001

Contractor will perform the work per the Technical Specifications.

Owner will remove any equipment, lights, signs, storage items, etc. now located under, immediately adjacent, or attached to the Highline that they desire to salvage.

Owner will arrange to have all utilities disconnected from any items remaining in the areas impacted by Contractor's demolition work prior to the start of demolition activities by the Contractor.

Contractor assumes no liability for interruption of utilities to Owner or its tenant for utilities Owner fails to disconnect prior to the start of demolition.

Contractor will maintain safety and structural stability of this segment while doing any work on this segment.

Contractor will install all protection necessary to comply with building codes to protect the area adjacent to the north and south work areas on the remaining segment and ensure the health and safety of occupants below, the general public, and Contractors employee's, sub-contractors, vendors and licensees.

Contractor will cut the rails back to the north of the 14th Street cut line to remove or relocate enough ties and ballast to permit the installation of structural bracing at 14th Street end of site as shown on drawings labeled "VAIDUCT DEMOLITION PLAN 62-76 10th AVENUE NEW YORK, NEW YORK BLOCK 712, LOT 1" dated 8-27-00.

Contractor will install ballast containment curbing within the concrete tubs and install 6-foot high chain link fence along the entire 14th Street end of site.

Contractor will cut rails back to the south of the 15th Street cut line to allow removal of enough ties and ballast to permit Contractor to will install ballast containment curbing within the concrete tubs and install 6-foot high chain link fence along the entire 15th Street end of site.

At completion of work Contractor will ensure that all remaining ballast is located with in a concrete tub behind ballast containment curbing.

All parties acknowledge the need for the building areas impacted by the demolition activities to be vacant during the removal of the steel portions of the Highline overhead. This work will be scheduled at times to minimize adverse impact to Owner's and any tenant's operations.

Owner's contact for schedule coordination will be:

Name: _____

Title: _____

Address: _____

Tel: _____ Fax: _____

Owner Concurs with this Scope of Work

By: _____

Name: _____

Title: _____

Date: _____

SCOPE OF WORK

ELEVATED HIGHLINE DEMOLITION

New York City ("Owner") of City Street under Highline at West 13th Street
Segment 13
As of January 23, 2001

Contractor will perform the demolition per the Technical Specifications.

Contractor will upon completion of demolition activities backfill, compact and pave the areas of the removed piers to match the existing adjacent conditions prior to pier demolition.

Contractor will cut the northern end of the Segment 10 inches from the façade of the Chelsea Market Building.

Owner will arrange the removal of any Billboards in use or dismantled and laying on the rail line prior to commencement of demolition.

Owner will coordinate the removal and/or relocation, on a temporary and permanent basis, of any equipment, lights, traffic lights, signs, traffic signs, etc. now located under, and/or adjacent, or attached to the Highline that Owner wants to salvage or reuse prior to the start of demolition activities. Owner's coordination may include, but not be limited to, NYCDOT, ConEdison, and any other utilities or governmental agencies.

SCOPE OF WORK

ELEVATED HIGHLINE DEMOLITION

CFG/AGSCB 75 9th Ave. LLC ("Owner") Property located at 78-92 10th Avenue
between West 15th & West 16th Streets - Segment 14

January 23, 2001

Contractor will perform the demolition per the Technical Specifications.

Contractor will remove the rails, ties and ballast down to the concrete slabs running through the property.

Contractor will cut and remove the Highline structure South of Pier 30 and North of Pier 35 and along the western façade of the property at a distance of 10 inches from the property's façade. If Engineer determines that it is necessary to remove the beam that is set into the western facade, Contractor will remove the beam.

Owner will remove any equipment, lights, signs, security video cameras, storage items, etc. now located under, immediately adjacent, or attached to the Highline that they desire to salvage.

Owner will arrange to have all utilities disconnected from any items remaining to be demolished prior to the start of demolition activities by the Contractor. Contractor assumes no liability for interruption of utilities to Owner or its tenant for utilities Owner fails to disconnect prior to the start of demolition.

Contractor will install an OSHA complying railing along the end of the Highline at the building opening along West 15th & West 16th Streets and along 10th Avenue after removal of Segments 13, 16 & 15 respectively.

Owner will be responsible for all work on the façade that may be necessary after demolition.

If Owner desires to engage Contractor for any additional work outside of this Scope of work, all such work will be done under separate contract between Owner and Contractor.

Owner's contact for schedule coordination will be:

Name: _____

Title: _____

Address: _____

Tel: _____ Fax: _____

Owner concurs with this Scope of Work

By: _____

Name: _____

Title: _____

Date: _____

SCOPE OF WORK

ELEVATED HIGHLINE DEMOLITION

New York City ("Owner") of City Street under Highline at 10th Avenue between West 15th & 16th Streets
Segment 15
As of January 23, 2001

- Contractor will perform the demolition per the Technical Specifications including removal of upper bridge over 10th Street.
- Contractor will upon completion of demolition activities backfill, compact and pave the areas of the removed piers to match the existing adjacent conditions prior to pier demolition.
- Contractor will cut western end of bridges as close to flush with the façade of the adjoining property as can be achieved.
- Contractor will cut eastern end of bridges 10 inches from the façade of the Chelsea Market building.
- Owner will arrange the removal of any Billboards in use or dismantled and laying on the rail line prior to commencement of demolition.
- Owner will coordinate the removal and/or relocation, on a temporary and permanent basis, of any equipment, lights, traffic lights, signs, traffic signs, etc. now located under, and/or adjacent, or attached to the Highline that Owner wants to salvage or reuse prior to the start of demolition activities. Owner's coordination may include, but not be limited to, NYCDOT, ConEdison, and any other utilities or governmental agencies.
- Contractor will provide stainless steel façade of upper bridge to CFSB/AGSCB 75 9th Ave. LLC owner of Chelsea Market and the upper bridge.

SCOPE OF WORK

ELEVATED HIGHLINE DEMOLITION

New York City ("Owner") of City Street under Highline at West 16th Street
Segment 16
As of January 23, 2001

Contractor will perform the demolition per the Technical Specifications.

Contractor will upon completion of demolition activities backfill, compact and pave the areas of the removed piers to match the existing adjacent conditions prior to pier demolition.

Contractor will cut the southern end of the Segment 10 inches from the façade of the Chelsea Market Building.

Owner will arrange the removal of any Billboards in use or dismantled and laying on the rail line prior to commencement of demolition.

Owner will coordinate the removal and/or relocation, on a temporary and permanent basis, of any equipment, lights, traffic lights, signs, traffic signs, etc. now located under, and/or adjacent, or attached to the Highline that Owner wants to salvage or reuse prior to the start of demolition activities. Owner's coordination may include, but not be limited to, NYCDOT, ConEdison, and any other utilities or governmental agencies.

SCOPE OF WORK

ELEVATED HIGHLINE DEMOLITION

New York City ("Owner") of City Street under Highline over 10th Avenue,
north of West 16th Street - Segment 17
As of January 23, 2001

Contractor will, prior to commencing demolition activities on Segment 17, install lintel and brace the portion of the Highline to remain in the building located between W. 16th and W. 17th Street, commonly referred to as the "DEA Building," according to pre-approved sketches provided by Engineer.

Contractor will perform the demolition per the Technical Specifications.

Contractor will upon completion of demolition activities backfill, compact and pave the areas of the removed piers to match the existing adjacent conditions prior to pier demolition.

Owner will arrange the removal of any Billboards in use or dismantled and laying on the rail line prior to commencement of demolition.

Owner will coordinate the removal and/or relocation, on a temporary and permanent basis, of any equipment, lights, traffic lights, signs, traffic signs, etc. now located under, and/or adjacent, or attached to the Highline that Owner wants to salvage or reuse prior to the start of demolition activities. Owner's coordination may include, but not be limited to, NYCDOT, ConEdison, and any other utilities or governmental agencies.

Contractor will remove the end of the Highline in the DEA building West of 10th Avenue per the Technical Specifications.

SCOPE OF WORK

ELEVATED HIGHLINE DEMOLITION

Freedman Realty Company ("Owner") Property located at 96-110 10th Avenue,
north of West 16th Street - Segment 18
As of January 23, 2001

Contractor will perform the demolition per the Technical Specifications.

Contractor will backfill, compact and pave the areas of the removed piers to match the existing adjacent conditions prior to pier demolition.

Owner will remove any equipment, lights, signs, etc. now located under, and/or adjacent, or attached to the Highline that they desire to salvage.

Owner will arrange to have all utilities disconnected from any items remaining on, under or adjacent to the Highline that will or may be impacted, or disturbed during the demolition activities prior to the start of demolition activities by the Contractor. Contractor assumes no liability for interruption of utilities to Owner, its tenants, or neighbors for utilities Owner fails to disconnect prior to the start of demolition.

All parties acknowledge the need for the site areas impacted by the demolition activities to be vacant during the removal of the steel portions of the Highline overhead. This work will be scheduled at times to minimize adverse impact to Owner's and any tenant's operations.

Owner's contact for scheduling and work coordination will be:

Name: _____

Title: _____

Address: _____

Tel: _____ Fax: _____

Owner Concurs with this Scope of Work

By: _____

Name: _____

Title: _____

Date: _____

SCOPE OF WORK

ELEVATED HIGHLINE DEMOLITION

Freedman Realty Company's ("Owner") property located at 96-110 10th Avenue,
north of West 16th Street - Segment 18

As of January 23, 2001

Contractor will perform the work per the Technical Specifications.

Contractor will install all protection necessary to comply with building codes to protect the area adjacent to the north and south work areas on the remaining segment and ensure the health and safety of occupants below, the general public, and Contractors employee's, sub-contractors, vendors and licensees.

Contractor will cut the rails back from the southern and western cut lines to allow removal of enough ties and ballast to permit the installation of ballast containment curbing within the concrete tub at both ends and installation of 6-foot high chain link fences along the entire southern and western ends of the segment.

At completion of work Contractor will ensure that all remaining ballast is located within a concrete tub behind ballast containment curbing.

All parties acknowledge the need for the site areas impacted by the demolition activities to be vacant during the removal of the steel portions of the Highline overhead. This work will be scheduled at times to minimize adverse impact to Owner's and any tenant's operations.

Owner's contact for scheduling and work coordination will be:

Name: _____

Title: _____

Address: _____

Tel: _____ Fax: _____

Owner Concurs with this Scope of Work

By: _____

Name: _____

Title: _____

Date: _____

SCOPE OF WORK

ELEVATED HIGHLINE DEMOLITION

New York City ("Owner") of City Street under Highline at 10th Avenue
south of West 17th Street - Segment 19
As of January 23, 2001

Contractor will perform the demolition per the Technical Specifications.

Contractor will upon completion of demolition activities backfill, compact and pave the areas of the removed piers to match the existing adjacent conditions prior to pier demolition.

Owner will arrange the removal of any Billboards in use or dismantled and laying on the rail line prior to commencement of demolition.

Owner will coordinate the removal and/or relocation, on a temporary and permanent basis, of any equipment, lights, traffic lights, signs, traffic signs, etc. now located under, and/or adjacent, or attached to the Highline that Owner wants to salvage or reuse prior to the start of demolition activities. Owner's coordination may include, but not be limited to, NYCDOT, ConEdison, and any other utilities or governmental agencies.

SCOPE OF WORK

ELEVATED HIGHLINE DEMOLITION

New York City ("Owner") of City Street under Highline at West 17th Street & 10th Avenue
Segment 20
As of January 23, 2001

Contractor will perform the demolition per the Technical Specifications.

Contractor will upon completion of demolition activities backfill, compact and pave the areas of the removed piers to match the existing adjacent conditions prior to pier demolition.

Owner will arrange the removal of any Billboards in use or dismantled and laying on the rail line prior to commencement of demolition.

Owner will coordinate the removal and/or relocation, on a temporary and permanent basis, of any equipment, lights, traffic lights, signs, traffic signs, etc. now located under, and/or adjacent, or attached to the Highline that Owner wants to salvage or reuse prior to the start of demolition activities. Owner's coordination may include, but not be limited to, NYCDOT, ConEdison, and any other utilities or governmental agencies.

SCOPE OF WORK

ELEVATED HIGHLINE DEMOLITION

Edison Mini Storage Corp's. ("Owner") property located at 113 - 127 10th Avenue,
between W 17th & W 18th Streets - Segment 21

As of January 23, 2001

Contractor will perform the demolition per the Technical Specifications.

Contractor will backfill, compact and pave the areas of the removed piers to match the existing adjacent conditions prior to pier demolition.

Owner will remove any equipment, lights, signs, etc. now located under, and/or adjacent, or attached to the Highline that they desire to salvage.

Owner will arrange to have all utilities disconnected from any items remaining on, under or adjacent to the Highline that will or may be impacted, or disturbed during the demolition activities prior to the start of demolition activities by the Contractor. Contractor assumes no liability for interruption of utilities to Owner, its tenants or neighbors for utilities Owner fails to have disconnected prior to the start of demolition.

All parties acknowledge the need for the site areas impacted by the demolition activities to be vacant during the removal of the steel portions of the Highline overhead. This work will be scheduled at times to minimize adverse impact to Owner's and any tenant's operations.

Owner's contact for scheduling and work coordination will be:

Name: Michael Lefkowitz
Title: VP & General Counsel
Address: Edison Mini Storage Corp.
100 Washington Street
Newark, NJ 07102
Tel: (973) 643 - 7700 x2850 Fax: (973) 643 - 2272

Owner Concurs with this Scope of Work

By: _____

Name: _____

Title: _____

Date: _____

SCOPE OF WORK

ELEVATED HIGHLINE DEMOLITION

New York City ("Owner") of City Street under Highline at West 18th Street
Segment 22
As of January 23, 2001

Contractor will perform the demolition per the Technical Specifications.

Contractor will upon completion of demolition activities backfill, compact and pave the areas of the removed piers to match the existing adjacent conditions prior to pier demolition.

Owner will arrange the removal of any Billboards in use or dismantled and laying on the rail line prior to commencement of demolition.

Owner will coordinate the removal and/or relocation, on a temporary and permanent basis, of any equipment, lights, traffic lights, signs, traffic signs, etc. now located under, and/or adjacent, or attached to the Highline that Owner wants to salvage or reuse prior to the start of demolition activities. Owner's coordination may include, but not be limited to, NYCDOT, ConEdison, and any other utilities or governmental agencies.

SCOPE OF WORK

ELEVATED HIGHLINE DEMOLITION

Cotard Realty Associates LP's ("Owner") property located at 131-149 10th Avenue,
between West 18th & West 19th Streets - Segment 23
As of January 23, 2001

Contractor will perform the demolition per the Technical Specifications.

Contractor will backfill, compact and pave the areas of the removed piers to match the existing adjacent conditions prior to pier demolition.

Owner will make arrangements to, subsequent to the demolition of the Highline, anchor and support any and all steel stairways leading from properties located adjacent and to the west of the Highline that are currently attached and or supported in part by the Highline. Contractor, will use appropriate caution when working in the area of the stairwells, however, Contractor assumes no liability for damage to the stairwells and makes no representation that the stairwells will be safe or fit for use during or after demolition of the Highline.

Owner will remove any equipment, lights, signs, etc. now located under, and/or adjacent, or attached to the Highline that they desire to salvage.

Owner will arrange to have all utilities disconnected from any items remaining on, under or adjacent to the Highline that will or may be impacted, or disturbed during the demolition activities prior to the start of demolition activities by the Contractor. Contractor assumes no liability for interruption of utilities to Owner its tenants, or neighbors for utilities Owner fails to disconnect prior to the start of demolition.

Owner's contact for scheduling and work coordination will be:

Name: _____

Title: _____

Address: _____

Tel: _____ Fax: _____

Owner Concurs with this Scope of Work

By: _____

Name: _____

Title: _____

Date: _____

SCOPE OF WORK

ELEVATED HIGHLINE DEMOLITION

New York City ("Owner") of City Street under Highline at West 19th Street
Segment 24
As of January 23, 2001

Contractor will perform the demolition per the Technical Specifications.

Contractor will upon completion of demolition activities backfill, compact and pave the areas of the removed piers to match the existing adjacent conditions prior to pier demolition.

Owner will arrange the removal of any Billboards in use or dismantled and laying on the rail line prior to commencement of demolition.

Owner will coordinate the removal and/or relocation, on a temporary and permanent basis, of any equipment, lights, traffic lights, signs, traffic signs, etc. now located under, and/or adjacent, or attached to the Highline that Owner wants to salvage or reuse prior to the start of demolition activities. Owner's coordination may include, but not be limited to, NYCDOT, ConEdison, and any other utilities or governmental agencies.

SCOPE OF WORK

ELEVATED HIGHLINE DEMOLITION

Tenth Avenue Realty Associates, LP's ("Owner") property located at 507 W. 19th Street
north of West 19th Street - Segments 25
As of January 23, 2001

Contractor will perform the demolition per the Technical Specifications.

Contractor will backfill, compact and pave the areas of the removed piers to match the existing adjacent conditions prior to pier demolition.

Owner will remove any equipment, lights, signs, etc. now located under, and/or adjacent, or attached to the Highline that they desire to salvage.

Owner will arrange to have all utilities disconnected from any items remaining on, under or adjacent to the Highline that will or may be impacted, or disturbed during the demolition activities prior to the start of demolition activities by the Contractor. Contractor assumes no liability for interruption of utilities to Owner, its tenants, or neighbors for utilities Owner fails to disconnect prior to the start of demolition.

Owner's contact for scheduling and work coordination will be:

Name: _____

Title: _____

Address: _____

Tel: _____ Fax: _____

Owner Concurs with this Scope of Work

By: _____

Name: _____

Title: _____

Date: _____

SCOPE OF WORK

ELEVATED HIGHLINE DEMOLITION

204 Lafayette Street Properties, LLC's ("Owner") property located at 504 – 506 W. 20th Street,
south of West 20th Street - Segment 26
As of January 23, 2001

Contractor will perform the demolition per the Technical Specifications.

Contractor will backfill, compact and pave the areas of the removed piers to match the existing adjacent conditions prior to pier demolition.

Owner will remove any equipment, lights, signs, etc. now located under, and/or adjacent, or attached to the Highline that they desire to salvage.

Owner will arrange to have all utilities disconnected from any items remaining on, under or adjacent to the Highline that will or may be impacted, or disturbed during the demolition activities prior to the start of demolition activities by the Contractor. Contractor assumes no liability for interruption of utilities to Owner, its tenants or neighbors for utilities Owner fails to have disconnected prior to the start of demolition.

All parties acknowledge the need for the building areas impacted by the demolition activities to be vacant during the removal of the steel portions of the Highline overhead. This work will be scheduled at times to minimize adverse impact to Owner's and any tenant's operations.

Owner's contact for scheduling and work coordination will be:

Name: Michael Lefkowitz
Title: VP & General Counsel
Address: 204 Lafayette Street Properties, LLC
100 Washington Street
Newark, NJ 07102
Tel: (973) 643 – 7700 x2850 Fax: (973) 643 - 2272

Owner Concurs with this Scope of Work

By: _____

Name: _____

Title: _____

Date: _____

SCOPE OF WORK

ELEVATED HIGHLINE DEMOLITION

New York City ("Owner") of City Street under Highline at West 20th Street
Segment 27
As of January 23, 2001

Contractor will perform the demolition per the Technical Specifications.

Contractor will upon completion of demolition activities backfill, compact and pave the areas of the removed piers to match the existing adjacent conditions prior to pier demolition.

Owner will arrange the removal of any Billboards in use or dismantled and laying on the rail line prior to commencement of demolition.

Owner will coordinate the removal and/or relocation, on a temporary and permanent basis, of any equipment, lights, traffic lights, signs, traffic signs, etc. now located under, and/or adjacent, or attached to the Highline that Owner wants to salvage or reuse prior to the start of demolition activities. Owner's coordination may include, but not be limited to, NYCDOT, ConEdison, and any other utilities or governmental agencies.

SCOPE OF WORK

ELEVATED HIGHLINE DEMOLITION

Liron Realty Company ("Owner") property located at 507-509 W. 20th St.,
between West 20th & West 21st Streets - Segment 28

As of January 23, 2001

Contractor will perform the work per the Technical Specifications.

Contractor will install all protection necessary to comply with building codes to protect the area adjacent to the north and south work areas on the remaining segment and ensure the health and safety of occupants below, the general public, and Contractors employee's, sub-contractors, vendors and licensees.

Contractor will cut the rails back from the northern and southern cut lines to allow removal of enough ties and ballast to permit the installation of ballast containment curbing within the concrete tub at both ends and installation of 6-foot high chain link fences along the entire northern and southern ends of the segment.

At completion of work Contractor will ensure that all remaining ballast is located within a concrete tub behind ballast containment curbing.

SCOPE OF WORK

ELEVATED HIGHLINE DEMOLITION

New York City ("Owner") of City Street under Highline at West 21st Street

Segment 29

As of January 23, 2001

Contractor will perform the demolition per the Technical Specifications.

Contractor will upon completion of demolition activities backfill, compact and pave the areas of the removed piers to match the existing adjacent conditions prior to pier demolition.

Owner will arrange the removal of any Billboards in use or dismantled and laying on the rail line prior to commencement of demolition.

Owner will coordinate the removal and/or relocation, on a temporary and permanent basis, of any equipment, lights, traffic lights, signs, traffic signs, etc. now located under, and/or adjacent, or attached to the Highline that Owner wants to salvage or reuse prior to the start of demolition activities. Owner's coordination may include, but not be limited to, NYCDOT, ConEdison, and any other utilities or governmental agencies.

SCOPE OF WORK

ELEVATED HIGHLINE DEMOLITION

204 Lafayette Street Properties, LLC's ("Owner") property located at 507 – 509 W. 21st Street
between West 21st & West 22nd Streets - Segment 30
As of January 23, 2001

Contractor will perform the demolition per the Technical Specifications.

Contractor will backfill, compact and pave the areas of the removed piers to match the existing adjacent conditions prior to pier demolition.

Owner will remove any equipment, lights, signs, etc. now located under, and/or adjacent, or attached to the Highline that they desire to salvage.

Owner will arrange to have all utilities disconnected from any items remaining on, under or adjacent to the Highline that will or may be impacted, or disturbed during the demolition activities prior to the start of demolition activities by the Contractor. Contractor assumes no liability for interruption of utilities to Owner, its tenants or neighbors for utilities Owner fails to have disconnected prior to the start of demolition.

All parties acknowledge the need for the building areas impacted by the demolition activities to be vacant during the removal of the steel portions of the Highline overhead. This work will be scheduled at times to minimize adverse impact to Owner's and any tenant's operations.

Owner's contact for scheduling and work coordination will be:

Name: Michael Lefkowitz
Title: VP & General Counsel
Address: 204 Lafayette Street Properties, LLC
100 Washington Street
Newark, NJ 07102
Tel: (973) 643 – 7700 x2850 Fax: (973) 643 - 2272

Owner Concurs with this Scope of Work

By: _____

Name: _____

Title: _____

Date: _____

SCOPE OF WORK

ELEVATED HIGHLINE DEMOLITION

New York City ("Owner") of City Street under Highline at West 22nd Street

Segment 31

As of January 23, 2001

Contractor will perform the demolition per the Technical Specifications.

Contractor will upon completion of demolition activities backfill, compact and pave the areas of the removed piers to match the existing adjacent conditions prior to pier demolition.

Owner will arrange the removal of any Billboards in use or dismantled and laying on the rail line prior to commencement of demolition.

Owner will coordinate the removal and/or relocation, on a temporary and permanent basis, of any equipment, lights, traffic lights, signs, traffic signs, etc. now located under, and/or adjacent, or attached to the Highline that Owner wants to salvage or reuse prior to the start of demolition activities. Owner's coordination may include, but not be limited to, NYCDOT, ConEdison, and any other utilities or governmental agencies.

SCOPE OF WORK

ELEVATED HIGHLINE DEMOLITION

22-23 Corp's ("Owner") properties located at 512 W. 23rd St.
between West 22nd & West 23rd Streets - Segment 32
As of January 23, 2001

Contractor will perform the demolition per the Technical Specifications.

Contractor will backfill, compact and pave the areas of the removed piers to match the existing adjacent conditions prior to pier demolition.

Owner will remove any equipment, lights, signs, etc. now located under, and/or adjacent, or attached to the Highline that they desire to salvage.

Owner will arrange to have all utilities disconnected from any items remaining on, under or adjacent to the Highline that will or may be impacted, or disturbed during the demolition activities prior to the start of demolition activities by the Contractor. Contractor assumes no liability for interruption of utilities to Owner, its tenants, or neighbors for utilities Owner fails to disconnect prior to the start of demolition.

Owner's contact for scheduling and work coordination will be:

Name: Gary Spindler

Title: _____

Address: c/o Park It Management
250 W. 26th St. 4th Floor
New York, NY 10001

Tel: (212) 929 - 9404 Fax: (212) 620 - 0259

Owner Concurs with this Scope of Work

By: _____

Name: _____

Title: _____

Date: _____

SCOPE OF WORK

ELEVATED HIGHLINE DEMOLITION

New York City ("Owner") of City Street under Highline at West 23rd Street
Segment 33
As of January 23, 2001

Contractor will perform the demolition per the Technical Specifications.

Contractor will upon completion of demolition activities backfill, compact and pave the areas of the removed piers to match the existing adjacent conditions prior to pier demolition.

Owner will arrange the removal of any Billboards in use or dismantled and laying on the rail line prior to commencement of demolition.

Owner will coordinate the removal and/or relocation, on a temporary and permanent basis, of any equipment, lights, traffic lights, signs, traffic signs, etc. now located under, and/or adjacent, or attached to the Highline that Owner wants to salvage or reuse prior to the start of demolition activities. Owner's coordination may include, but not be limited to, NYCDOT, ConEdison, and any other utilities or governmental agencies.

SCOPE OF WORK

ELEVATED HIGHLINE DEMOLITION

511 West 23rd St. Association ("Owner") located Between West 23rd & West 24th Streets
Segment 34
As of January 23, 2001

- Contractor will perform an interior and exterior pre-demolition survey.
- Contractor will perform the demolition per the Technical Specifications.
- Contractor will remove the Highline by cutting the piers above the existing roof, bracing, capping and flashing per the Technical Specifications and Drawings.
- Contractor makes no representations as to the adequacy of the existing roof beneath the Highline. Owner will be responsible for making arrangements to ensure the structural adequacy of the roof system and to perform any repairs that may be necessary.
- Owner and any tenants will cooperate with Contractor in coordination of schedule as outlined in the Demolition Contract.
- Owner will remove any equipment, lights, cameras, signs, storage items, etc. now located under, immediately adjacent, or attached to the Highline that they desire to salvage.
- Owner will arrange to have all utilities disconnected from any items remaining to be demolished prior to the start of demolition activities by the Contractor. Contractor assumes no liability for interruption of utilities to Owner or its tenant for utilities Owner fails to disconnect prior to the start of demolition.
- All parties acknowledge the need for the building areas impacted by the demolition activities to be vacant during the removal of the steel portions of the Highline overhead. This work will be scheduled at times to minimize adverse impact to Owner's and any tenant's operations.

Owner's contact for schedule coordination will be:

Name: _____

Title: _____

Address: _____

Tel: _____ Fax: _____

Owner Concurs with this Scope of Work

By: _____

Name: _____

Title: _____

Date: _____

SCOPE OF WORK

ELEVATED HIGHLINE DEMOLITION

511 West 23rd St. Association ("Owner") located Between West 23rd & West 24th Streets
Segments 34
As of January 23, 2001

Contractor will install all protection necessary to comply with building codes to protect the area adjacent to the south work area on the remaining segment and ensure the health and safety of occupants below, the general public, and Contractors employee's, sub-contractors, vendors and licensees.

Contractor will cut the rails back from the southern cut line to allow removal of enough ties and ballast to permit the installation of ballast containment curbing within the concrete tub at southern end and installation of 6-foot high chain link fence along the entire southern end of the segment.

At completion of work Contractor will ensure that all remaining ballast is located with in a concrete tub behind ballast containment curbing.

Owner's contact for schedule coordination will be:

Name: _____

Title: _____

Address: _____

Tel: _____ Fax: _____

Owner Concurs with this Scope of Work

By: _____

Name: _____

Title: _____

Date: _____

SCOPE OF WORK

ELEVATED HIGHLINE DEMOLITION

511 West 23rd St. Association ("Owner") located Between West 23rd & West 24th Streets
Segment 35
As of January 23, 2001

Contractor will perform the demolition per the Technical Specifications.

Contractor will backfill, compact and pave the areas of the removed piers to match the existing adjacent conditions prior to pier demolition.

Owner and any tenants will cooperate with Contractor in coordination of schedule as outlined in the Demolition Contract.

Owner will remove any equipment, lights, cameras, signs, storage items, etc. now located under, immediately adjacent, or attached to the Highline that they desire to salvage.

Owner will arrange to have all utilities disconnected from any items remaining on, under or adjacent to the Highline that will or may be impacted, or disturbed during the demolition activities prior to the start of demolition activities by the Contractor. Contractor assumes no liability for interruption of utilities to Owner, its tenants or neighbors for utilities Owner fails to have disconnected prior to the start of demolition.

All parties acknowledge the need for the building areas impacted by the demolition activities to be vacant during the removal of the steel portions of the Highline overhead. This work will be scheduled at times to minimize adverse impact to Owner's and any tenant's operations.

Owner's contact for schedule coordination will be:

Name: _____

Title: _____

Address: _____

Tel: _____ Fax: _____

Owner Concurs with this Scope of Work

By: _____

Name: _____

Title: _____

Date: _____

SCOPE OF WORK

ELEVATED HIGHLINE DEMOLITION

511 West 23rd St. Association ("Owner") located Between West 23rd & West 24th Streets
Segments 35
As of January 23, 2001

Contractor will install all protection necessary to comply with building codes to protect the area adjacent to the south work area on the remaining segment and ensure the health and safety of occupants below, the general public, and Contractors employee's, sub-contractors, vendors and licensees.

Contractor will cut the rails back from the southern cut line to allow removal of enough ties and ballast to permit the installation of ballast containment curbing within the concrete tub at southern end and installation of 6-foot high chain link fence along the entire southern end of the segment.

At completion of work Contractor will ensure that all remaining ballast is located with in a concrete tub behind ballast containment curbing.

Owner's contact for schedule coordination will be:

Name: _____

Title: _____

Address: _____

Tel: _____ Fax: _____

Owner Concurs with this Scope of Work

By: _____

Name: _____

Title: _____

Date: _____

SCOPE OF WORK

ELEVATED HIGHLINE DEMOLITION

New York City ("Owner") of City Street under Highline at West 24th Street

Segment 36

As of January 23, 2001

Contractor will perform the demolition per the Technical Specifications.

Contractor will upon completion of demolition activities backfill, compact and pave the areas of the removed piers to match the existing adjacent conditions prior to pier demolition.

Owner will arrange the removal of any Billboards in use or dismantled and laying on the rail line prior to commencement of demolition.

Owner will coordinate the removal and/or relocation, on a temporary and permanent basis, of any equipment, lights, traffic lights, signs, traffic signs, etc. now located under, and/or adjacent, or attached to the Highline that Owner wants to salvage or reuse prior to the start of demolition activities. Owner's coordination may include, but not be limited to, NYCDOT, ConEdison, and any other utilities or governmental agencies.

SCOPE OF WORK

ELEVATED HIGHLINE DEMOLITION

David V. Duchini and David Duchini, John I Lipkowitz and The Bank of New York as Trustees u/w/o
Adolph Duchini f/b/o Concetta Duchini's ("Owner") Property located,
between West 24th and West 25th Streets - Segments 37 & 38
As of January 23, 2001

- Contractor will demolish and remove all of the Elevated Highline including Piers 86 & 91, which will be demolished above the shoulder only, as they provide stabilization and support for the roll-up overhead doors, and supports the property boundary fencing under the Highline. Owner will be responsible for arranging for the installation of supports and bracing necessary to maintain the structural integrity and functioning of the roll-up overhead door and the property boundary fencing.
- Contractor will demolish, remove and dispose of all the materials currently installed between the Highline and the adjacent buildings (including but not limited to the removal and disposal of an internal overhead door and an air conditioning unit located on the roof). All materials will be removed at the surface of the adjoining buildings, leaving any connecting materials that do not extend more than 10 inches from the façade of the building.
- Contractor makes no representations as to, and assumes no liability for, the weather tight nature of the conditions at the façades of the remaining adjacent buildings after demolition and removal of the materials currently installed between the Highline and the adjacent buildings.
- Owner or its tenant will remove any equipment, lights, signs, storage items, etc. now located under, immediately adjacent, or attached to the Highline that they desire to salvage.
- Owner will arrange to have all utilities disconnected from any items remaining to be demolished prior to the start of demolition activities by the Contractor. Contractor assumes no liability for interruption of utilities to Owner or its tenant for utilities Owner fails to disconnect prior to the start of demolition.
- Owner shall hire the engineers and contractors to stabilize the remaining overhead doors and property fences.

Owner's contact for schedule coordination will be:

Name:	David Duchini	&	Chris Vasconcellos
Title:	Owner		Tenant
Address:	507 West 24 th Street, New York, NY		
	243-0145		243-3614
Tel:	924-8010	Fax:	924-8066

Owner Concurs with this Scope of Work

By: _____

Name: _____

Title: _____

Date: _____

SCOPE OF WORK

ELEVATED HIGHLINE DEMOLITION

New York City ("Owner") of City Street under Highline at West 25th Street
Segment 39
As of January 23, 2001

Contractor will perform the demolition per the Technical Specifications.

Contractor will upon completion of demolition activities backfill, compact and pave the areas of the removed piers to match the existing adjacent conditions prior to pier demolition.

Owner will arrange the removal of any Billboards in use or dismantled and laying on the rail line prior to commencement of demolition.

Owner will coordinate the removal and/or relocation, on a temporary and permanent basis, of any equipment, lights, traffic lights, signs, traffic signs, etc. now located under, and/or adjacent, or attached to the Highline that Owner wants to salvage or reuse prior to the start of demolition activities. Owner's coordination may include, but not be limited to, NYCDOT, ConEdison, and any other utilities or governmental agencies.

SCOPE OF WORK

ELEVATED HIGHLINE DEMOLITION

NTJ Associates ("Owner") located at 507-509 West 25th Street,
between West 25th & West 26th Streets - Segment 40
As of January 23, 2001

Contractor will perform the work per the Technical Specifications.

Contractor will install all protection necessary to comply with building codes to protect the area adjacent to the north and south work areas on the remaining segment and ensure the health and safety of occupants below, the general public, and Contractors employee's, sub-contractors, vendors and licensees.

Contractor will cut the rails back from the northern and southern cut lines to allow removal of enough ties and ballast to permit the installation of ballast containment curbing within the concrete tub at both ends and installation of 6-foot high chain link fences along the entire northern and southern ends of the segment.

At completion of work Contractor will ensure that all remaining ballast is located within a concrete tub behind ballast containment curbing.

Owner's contact for schedule coordination will be:

Name: _____
Title: _____
Address: _____
Tel: _____ Fax: _____

Owner Concurs with this Scope of Work

By: _____
Name: _____
Title: _____
Date: _____

SCOPE OF WORK

ELEVATED HIGHLINE DEMOLITION

New York City ("Owner") of City Street under Highline at West 26th Street
Segment 41
As of January 23, 2001

- Contractor will perform the demolition per the Technical Specifications.
- Contractor will upon completion of demolition activities backfill, compact and pave the areas of the removed piers to match the existing adjacent conditions prior to pier demolition.
- Owner will arrange the removal of any Billboards in use or dismantled and laying on the rail line prior to commencement of demolition.
- Owner will coordinate the removal and/or relocation, on a temporary and permanent basis, of any equipment, lights, traffic lights, signs, traffic signs, etc. now located under, and/or adjacent, or attached to the Highline that Owner wants to salvage or reuse prior to the start of demolition activities. Owner's coordination may include, but not be limited to, NYCDOT, ConEdison, and any other utilities or governmental agencies.

SCOPE OF WORK

ELEVATED HIGHLINE DEMOLITION

26-10 Corp's ("Owner") property located at 507 - 511 W. 26th Street,
between West 26th & West 27th Streets - Segment 42
As of January 23, 2001

Contractor will perform the demolition per the Technical Specifications.

Contractor will backfill, compact and pave the areas of the removed piers to match the existing adjacent conditions prior to pier demolition.

Owner will remove any equipment, lights, signs, etc. now located under, and/or adjacent, or attached to the Highline that they desire to salvage.

Owner will arrange to have all utilities disconnected from any items remaining on, under or adjacent to the Highline that will or may be impacted, or disturbed during the demolition activities prior to the start of demolition activities by the Contractor. Contractor assumes no liability for interruption of utilities to Owner, its tenants, or neighbors for utilities Owner fails to disconnect prior to the start of demolition.

Owner's contact for scheduling and work coordination will be:

Name: Gary Spindler

Title: _____

Address: c/o Park It Management
250 W. 26th St. 4th Floor
New York, NY 10001

Tel: (212) 929 - 9404 Fax: (212) 620 - 0259

Owner Concurs with this Scope of Work

By: _____

Name: _____

Title: _____

Date: _____

SCOPE OF WORK

ELEVATED HIGHLINE DEMOLITION

New York City ("Owner") of City Street under Highline at West 27th Street
Segment 43
As of January 23, 2001

- Contractor will perform the demolition per the Technical Specifications.
- Contractor will upon completion of demolition activities backfill, compact and pave the areas of the removed piers to match the existing adjacent conditions prior to pier demolition.
- Owner will arrange the removal of any Billboards in use or dismantled and laying on the rail line prior to commencement of demolition.
- Owner will coordinate the removal and/or relocation, on a temporary and permanent basis, of any equipment, lights, traffic lights, signs, traffic signs, etc. now located under, and/or adjacent, or attached to the Highline that Owner wants to salvage or reuse prior to the start of demolition activities. Owner's coordination may include, but not be limited to, NYCDOT, ConEdison, and any other utilities or governmental agencies.

SCOPE OF WORK

ELEVATED HIGHLINE DEMOLITION

509-511 West 27th St. LP ("Owner") located at 505 West 27th Street,
between West 27th & West 28th Streets - Segment 44
As of January 23, 2001

Contractor will install all protection necessary to comply with building codes to protect the area adjacent to the north and south work areas on the remaining segment and ensure the health and safety of occupants below, the general public, and Contractors employee's, sub-contractors, vendors and licensees.

Contractor will cut the rails back from the northern and southern cut lines to allow removal of enough ties and ballast to permit the installation of ballast containment curbing within the concrete tub at both ends and installation of 6-foot high chain link fences along the entire northern and southern ends of the segment.

At completion of work Contractor will ensure that all remaining ballast is located within a concrete tub behind ballast containment curbing.

Owner's contact for schedule coordination will be:

Name: _____

Title: _____

Address: _____

Tel: _____ Fax: _____

Owner Concurs with this Scope of Work

By: _____

Name: _____

Title: _____

Date: _____

SCOPE OF WORK

ELEVATED HIGHLINE DEMOLITION

New York City ("Owner") of City Street under Highline at West 28th Street
Segment 45
As of January 23, 2001

Contractor will perform the demolition per the Technical Specifications.

Contractor will upon completion of demolition activities backfill, compact and pave the areas of the removed piers to match the existing adjacent conditions prior to pier demolition.

Owner will arrange the removal of any Billboards in use or dismantled and laying on the rail line prior to commencement of demolition.

Owner will coordinate the removal and/or relocation, on a temporary and permanent basis, of any equipment, lights, traffic lights, signs, traffic signs, etc. now located under, and/or adjacent, or attached to the Highline that Owner wants to salvage or reuse prior to the start of demolition activities. Owner's coordination may include, but not be limited to, NYCDOT, ConEdison, and any other utilities or governmental agencies.

SCOPE OF WORK

ELEVATED HIGHLINE DEMOLITION

Midtown Realty, Inc.'s ("Owner") property located at 507-515 West 28th Street & 506 West 28th Street,
between West 28th & West 29th Streets - Segments 46 & 47
As of January 23, 2001

Contractor will perform the demolition per the Technical Specifications.

Contractor will backfill, compact and pave the areas of the removed piers to match the existing adjacent conditions prior to pier demolition.

Owner will remove any equipment, lights, signs, storage items, etc. now located under, immediately adjacent, or attached to the Highline that they desire to salvage.

Owner will arrange to have all utilities disconnected from any items remaining to be demolished prior to the start of demolition activities by the Contractor. Contractor assumes no liability for interruption of utilities to Owner or its tenant for utilities Owner fails to disconnect prior to the start of demolition.

Owner's contact for schedule coordination will be:

Name: _____

Title: _____

Address: _____

Tel: _____ Fax: _____

Owner Concurs with this Scope of Work

By: _____

Name: _____

Title: _____

Date: _____

SCOPE OF WORK

ELEVATED HIGHLINE DEMOLITION

New York City ("Owner") of City Street under Highline at West 29th Street
Segment 48
As of January 23, 2001

Contractor will perform the demolition per the Technical Specifications.

Contractor will upon completion of demolition activities backfill, compact and pave the areas of the removed piers to match the existing adjacent conditions prior to pier demolition.

Owner will arrange the removal of any Billboards in use or dismantled and laying on the rail line prior to commencement of demolition.

Owner will coordinate the removal and/or relocation, on a temporary and permanent basis, of any equipment, lights, traffic lights, signs, traffic signs, etc. now located under, and/or adjacent, or attached to the Highline that Owner wants to salvage or reuse prior to the start of demolition activities. Owner's coordination may include, but not be limited to, NYCDOT, ConEdison, and any other utilities or governmental agencies.

SCOPE OF WORK

ELEVATED HIGHLINE DEMOLITION

Abi Kalimian's properties located at 511-513 W. 29th St. and at 506-522 W. 30th St.
between 29th and 30th Streets - Segments 49, 50 & 51
As of January 23, 2001

Contractor will perform the work per the Technical Specifications.

Contractor will install all protection necessary to comply with building codes to protect the area adjacent to the south work area on the remaining segment and ensure the health and safety of occupants below, the general public, and Contractors employee's, sub-contractors, vendors and licensees.

Contractor will cut the rails back from the southern cut line to allow removal of enough ties and ballast to permit the installation of ballast containment curbing within the concrete tub at southern end and installation of 6-foot high chain link fence along the entire southern end of the segment.

At completion of work Contractor will ensure that all remaining ballast is located with in a concrete tub behind ballast containment curbing.

Owner's contact for schedule coordination will be:

Name: _____

Title: _____

Address: _____

Tel: _____ Fax: _____

Owner Concurs with this Scope of Work

By: _____

Name: _____

Title: _____

Date: _____

SCOPE OF WORK

ELEVATED HIGHLINE DEMOLITION

New York City ("Owner") of City Street under Highline at West 30th Street
Segment 52
As of January 23, 2001

- Contractor will perform the demolition per the Technical Specifications.
- Contractor will upon completion of demolition activities backfill, compact and pave the areas of the removed piers to match the existing adjacent conditions prior to pier demolition.
- Owner will arrange the removal of any Billboards in use or dismantled and laying on the rail line prior to commencement of demolition.
- Owner will coordinate the removal and/or relocation, on a temporary and permanent basis, of any equipment, lights, traffic lights, signs, traffic signs, etc. now located under, and/or adjacent, or attached to the Highline that Owner wants to salvage or reuse prior to the start of demolition activities. Owner's coordination may include, but not be limited to, NYCDOT, ConEdison, and any other utilities or governmental agencies.

SCOPE OF WORK

ELEVATED HIGHLINE DEMOLITION

New York City ("Owner") of City Street under Highline at West 30th Street & 10th Avenue
Segment 53
As of January 23, 2001

Contractor will perform the demolition per the Technical Specifications.

Contractor will upon completion of demolition activities backfill, compact and pave the areas of the removed piers to match the existing adjacent conditions prior to pier demolition.

Owner will arrange the removal of any Billboards in use or dismantled and laying on the rail line prior to commencement of demolition.

Owner will coordinate the removal and/or relocation, on a temporary and permanent basis, of any equipment, lights, traffic lights, signs, traffic signs, etc. now located under, and/or adjacent, or attached to the Highline that Owner wants to salvage or reuse prior to the start of demolition activities. Owner's coordination may include, but not be limited to, NYCDOT, ConEdison, and any other utilities or governmental agencies.

SCOPE OF WORK

ELEVATED HIGHLINE DEMOLITION

Metropolitan Transit Authority's ("Owner") Property located at 501-557 West 30th Street,
north of West 30th Street between 10th & 11th Avenue - Segments 54 & 55
As of January 23, 2001

Contractor will perform demolition of the Highline as per the Technical Specifications.

Contractor will as part of Highline demolition, demolish the "Metals Fabrication Building" located under the Highline north of W. 30th Street between 10th and 11th Avenues under Segment 54.

Contractor's demolition work on the "Metals Fabrication Building" includes demolition and disposal of all building components, from wall to wall and roof to and including wood flooring (excluding concrete slab), including, without limitation the smoke stack located adjacent to the Highline coming out of the "Metals Fabrication Building" and the building contents as existing during the June 19, 200 walk through, excluding the following items:

1. Removal of any foundations, footings and or foundation walls;
2. Any soil handling, excavation, relocation, transportation or disposal;
3. Grading, capping and/or paving of site after removal of building and flooring;
4. Installation of permanent site fencing, Contractor will remove all fencing provided during demolition when Contractor vacates site;
5. Handling, storing, disposing or working in the proximity of any environmentally contaminated, asbestos containing, or hazardous items or materials. (Contractor is experienced and licensed to handle such items, however, the identification, testing handling, storing, disposing and working in the proximity of these items has not been included in the price quoted. If Owner provides information regarding types and quantities of contaminated materials and any Owner's standards or required protocols above applicable laws for handling and disposal, Contractor will quote a price for dealing with these materials prior to commencing demolition activities.)
6. Any storm water management or drainage for the site during or after the demolition.

Contractor will remove all Highline piers within the "Metals Fabrication Building" flush to grade after removal of the "Metals Fabrication Building's" floor. Contractor will remove Highline piers outside of the "Metals Fabrication Building" to a depth of 12-inches below existing grade and fill, compact and pave the pier area to match the surrounding surface finishes.

Owner will remove any equipment, lights, signs, storage items, etc. now located in the "Metals Fabrication Building" or under, immediately adjacent, or attached to the Highline that they desire to salvage.

Owner will arrange to have utilities disconnected from any items remaining to be demolished prior to the start of demolition activities by the Contractor. Contractor assumes no liability for interruption of utilities to Owner or its tenant for utilities Owner fails to disconnect prior to the start of demolition.

Owner agrees to allow the footprint of the building and the area to the North of the building and South of the existing Jersey barriers to be used as a staging area by the Contractor during the demolition and for a period of at least one month following completion of the demolition work.

Continued on Next Page

Owner's contact for schedule coordination will be:

Name: _____

Title: _____

Address: _____

Tel: _____ Fax: _____

Subject to any and all formal approvals that it Owner may be required
to subsequently obtain, Owner Concurs with this Scope of Work

By: _____

Name: _____

Title: _____

Date: _____

SCOPE OF WORK

ELEVATED HIGHLINE DEMOLITION

New York City ("Owner") of City Street under Highline at 11th Avenue
Segment 56
As of January 23, 2001

Contractor will perform the demolition per the Technical Specifications.

Contractor will upon completion of demolition activities backfill, compact and pave the areas of the removed piers to match the existing adjacent conditions prior to pier demolition.

Owner will arrange the removal of any Billboards in use or dismantled and laying on the rail line prior to commencement of demolition.

Owner will coordinate the removal and/or relocation, on a temporary and permanent basis, of any equipment, lights, traffic lights, signs, traffic signs, etc. now located under, and/or adjacent, or attached to the Highline that Owner wants to salvage or reuse prior to the start of demolition activities. Owner's coordination may include, but not be limited to, NYCDOT, ConEdison, and any other utilities or governmental agencies.

SCOPE OF WORK

ELEVATED HIGHLINE DEMOLITION

Metropolitan Transit Authority's ("Owner") Property located at 320 West 12th,
north of West 30th Street between 11th & West Side Highway - Segment 57
As of January 23, 2001

Contractor will perform Highline demolition per the Technical Specifications.

Contractor to demolish the "Storage Building" located north of W. 30th Street and West of 11th Avenue.

Owner will remove the contents of the "Storage Building," including shelving and any other items Owner wishes to salvage prior to the commencement of demolition.

Demolition of the "Storage Building" includes demolition and disposal of all building components, from wall to wall and roof to top of concrete slab excluding the following items:

1. Removal of any slab, foundations, footings and or foundation walls;
2. Any soil handling, excavation, relocation, transportation or disposal;
3. Grading, capping and/or paving of site after removal of building;
4. Installation of permanent site fencing, Contractor will remove all fencing provided during demolition when Contractor vacates site;
5. Handling, storing, disposing or working in the proximity of any environmentally contaminated, asbestos containing, or hazardous items or materials. (Contractor is experienced and licensed to handle such items, however, the identification, testing handling, storing, disposing and working in the proximity of these items has not been included in the price quoted. If Owner provides information regarding types and quantities of contaminated materials and any Owner's standards or required protocols above applicable laws for handling and disposal, Contractor will quote a price for dealing with these materials prior to commencing demolition activities.)
6. Any storm water management or drainage for the site during or after the demolition.

Contractor will remove all Highline piers within the "Storage Building" flush to the slab of the "Storage Building." Contractor will remove Highline piers outside of the "Storage Building" to a depth of 12 inches below existing grade and fill, compact and pave the pier area to match surrounding surface finishes. Concrete balusters surrounding the piers in parts of Segment 57 will also be removed and the area refinished to this standard.

Owner will coordinate with Greyhound and NYC Sanitation to remove the trucks parked under and adjacent to the work areas and will arrange alternate access while driveways are temporarily closed.

Owner will relocate the containers and shelving currently located under the Highline prior to the commencement of demolition.

Contractor will erect proper netting and provide steel protection for rail ends and the LIRR Trains in the rail yard work is being done in areas above the rail ends in Spans 256 through 270 as required to ensure safety of the rails and rail road equipment.

Owner will arrange for LIRR personnel to move the trains a few feet east as may be necessary to help facilitate their protection.

Owner will arrange with LIRR to coordinate their operations within their buildings' so as not to interfere with Contractor's work.

Continued on Next Page

Owner will arrange for the relocation of the electrical service for the Operations Building under the Highline prior to the commencement of the Contractor's work.

Contractor will provide protection as required to provide necessary access and protect the buildings located under or adjacent to the Highline Spans 251 to 260 that will remain after demolition of the Highline.

Owner will remove or coordinate the removal of any equipment, lights, signs, storage items, etc. now located under, immediately adjacent, or attached to the Highline that they desire to salvage.

Owner will arrange to have utilities disconnected from any items remaining to be demolished prior to the start of demolition activities by the Contractor. Contractor assumes no liability for interruption of utilities to Owner or its tenant for utilities Owner fails to disconnect prior to the start of demolition.

Owner's contact for schedule coordination will be:

Name: _____

Title: _____

Address: _____

Tel: _____ Fax: _____

Subject to any and all formal approvals that Owner may be required to subsequently obtain, Owner Concurs with this Scope of Work

By: _____

Name: _____

Title: _____

Date: _____

SCOPE OF WORK

ELEVATED HIGHLINE DEMOLITION

New York City ("Owner") of City Street under Highline at West 32nd Street
Segment 58
As of January 23, 2001

Contractor will perform the demolition per the Technical Specifications.

Contractor will upon completion of demolition activities backfill, compact and pave the areas of the removed piers to match the existing adjacent conditions prior to pier demolition.

Owner will arrange the removal of any Billboards in use or dismantled and laying on the rail line prior to commencement of demolition.

Owner will coordinate the removal and/or relocation, on a temporary and permanent basis, of any equipment, lights, traffic lights, signs, traffic signs, etc. now located under, and/or adjacent, or attached to the Highline that Owner wants to salvage or reuse prior to the start of demolition activities. Owner's coordination may include, but not be limited to, NYCDOT, ConEdison, and any other utilities or governmental agencies.

SCOPE OF WORK

ELEVATED HIGHLINE DEMOLITION

The New York Convention Center Development Corporation's ("Owner") Property
located along The West Side Highway, south of West 34th Street - Segments 59 & 60
As of January 23, 2001

Contractor will demolish and remove all of the Elevated Highline and the concrete and steel piers supporting it to a depth of 12" below the existing grade of the parking lot.

Contractor will backfill, compact and pave the areas of the removed piers to match the existing conditions.

Contractor will coordinate with Owner personnel to limit the temporary loss of parking spaces, however, the Owner acknowledges that the temporary loss of parking spaces will be required to complete the project and will provide access to the Highline so as not to delay the Contractor's completion of the project.

Contractor will demolish and remove the rails, ties and ballast along the earthen berm.

Owner will remove any equipment, lights, signs, storage items, etc. now located under, immediately adjacent, or attached to the Highline that they desire to salvage.

Owner will arrange to have all utilities disconnected from any items remaining to be demolished prior to the start of demolition activities by the Contractor. Contractor assumes no liability for interruption of utilities to Owner or its tenant for utilities Owner fails to disconnect prior to the start of demolition.

Owner's contact for schedule coordination will be:

Name: _____

Title: _____

Address: _____

Tel: _____ Fax: _____

Subject to any and all formal approvals that Owner may be required to subsequently obtain, Owner Concurs with this Scope of Work

By: _____

Name: _____

Title: _____

Date: _____

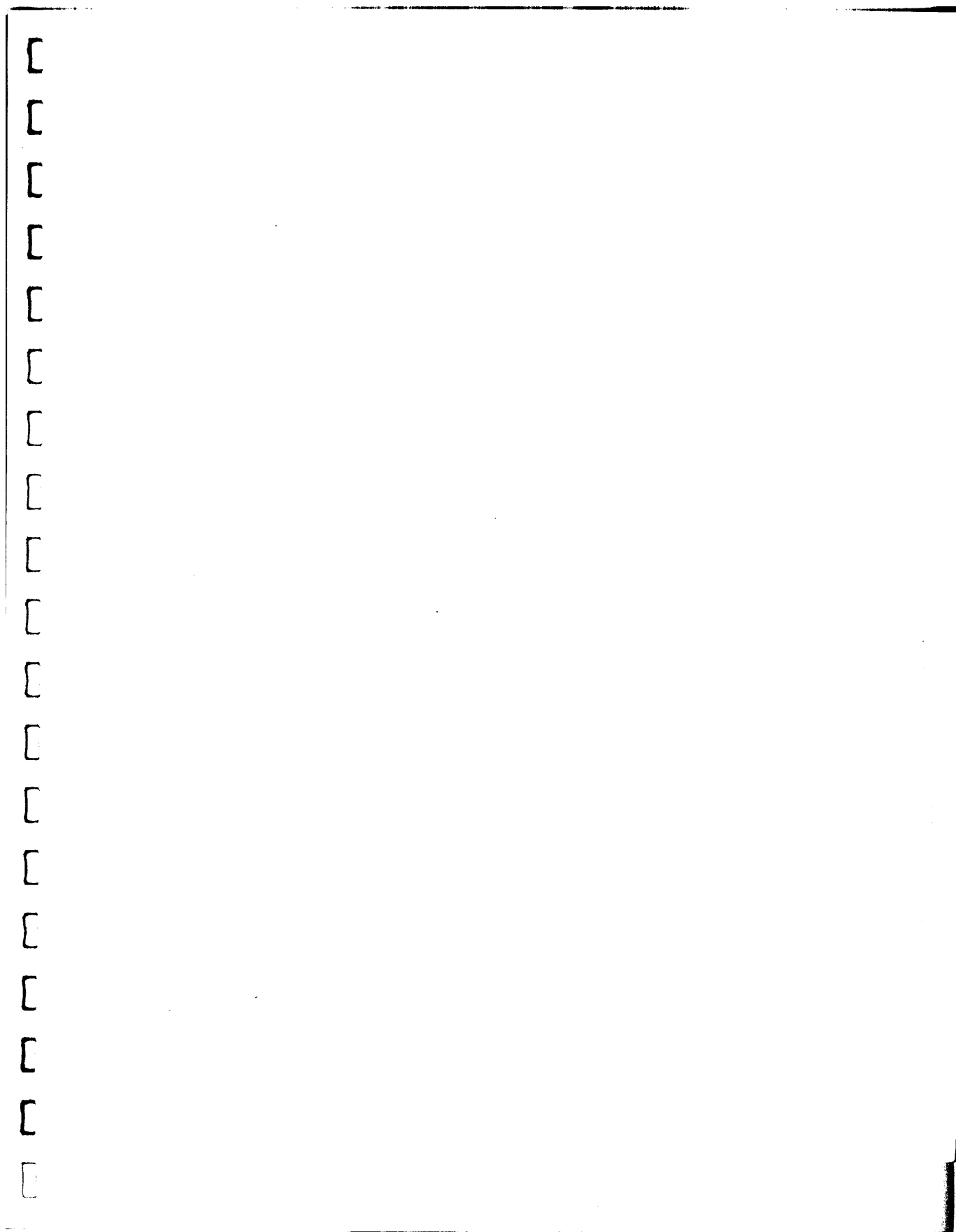


EXHIBIT P

EXHIBIT P(i)

DECLARATION OF TERMINATION OF EASEMENTS

This Declaration of Termination of Easements, executed on the ____ of ____, 2000, by Edison Mini-Storage Corporation ("Declarant"), having its principal place of business at 100 Washington Street, Newark, New Jersey 07102.

W I T N E S S E T H:

WHEREAS, by Quitclaim Assignment and Assumption and Indemnification, Release and Waiver Agreement Regarding Easements, dated as of ____, 2000, and recorded in the Office of the New York City Register, New York County in Reel ____, Pages ____ (the "Assignment Agreement"), New York Central Lines LLC ("NYCLLC") transferred, set over, conveyed and assigned to Declarant all of NYCLLC's right, title and interest in, of and to all of the following ("Declarant's Property");

- (a) those easements ("Easements") identified and described in Exhibit A hereof insofar as the same relate to the Servient Property and the Hi-Line streetbeds (such term having the same meaning in this Declaration as the meaning given to it in the Assignment Agreement);
- (b) those agreements relating to the Easements, which agreements are described in Exhibit B hereof insofar as the same relate to the Servient Property and the Hi-Line Streetbeds; and
- (c) the elevated railway and structures comprising the Assigned Segment Structure and the Streetbed Segment Structures (as defined in the Assignment Agreement); and

WHEREAS, Declarant desires to terminate its interest in the Declarant's Property;

NOW, THEREFORE, for good and valuable consideration, Declarant hereby terminates all of its right, title and interest in the Easements.

IN WITNESS WHEREOF, Declarant has executed this Declaration as of the day and year first above written.

EDISON MINI-STORAGE CORPORATION

By: _____
Name: _____
Title: _____

EXHIBIT A

Schedule of Easements

1. Indenture dated July 2, 1929, executed by The City of New York and The New York Central Railroad Company ("NY Central") and recorded on August 6, 1929, in Liber 3736 Cp. 8 et seq.

2. Indenture dated June 10, 1935, executed by The City of New York and the NY Central and recorded on September 9, 1935, in Liber 3909 Cp. 289 et seq.

3. Deed from Robert W. Blanchette, Richard C. Bond and John H. McArthur, as Trustees of the Property of Penn Central Transportation Company, Debtor, as Grantor, to Consolidated Rail Corporation, as Grantee, dated March 30, 1976, and recorded in Reel 463, Page 1563, in the Office of the City Register, New York County, on December 15, 1978.

4. Real Property Identification Document from Despatch Shops, as Transferor, to Consolidated Rail Corporation, as Transferee, recorded in Reel 463, Page 1624, in the Office of the City Register, New York County, on December 15, 1978.

EXHIBIT B

Schedule of Agreements Relating to Easements

1. Agreement dated July 2, 1929, executed by The City of New York and New York Central made pursuant to Section 5 of the Chapter 677 of the Laws of 1928, as amended by Chapter 431 of the Laws of 1929 (the "**NYC-NY Central Agreement**").

2. The Enlarged Plan (as such term is defined in the NYC-NY Central Agreement) and all amendments and modifications to the Enlarged Plan.

STATE OF NEW YORK)
) :ss
COUNTY OF NEW YORK)

On this, the ____ day of _____ 2000, before me, the undersigned _____
personally appeared _____ personally known to me or proved to me on the
basis of satisfactory evidence to be the individual whose name is subscribed to the within
instrument and acknowledged to me that he executed same in his capacity, and that by his
signature on the instrument, the individual, or the person upon behalf of which the individual
acted, executed the instrument.

Notary Public

My Commission Expires: _____

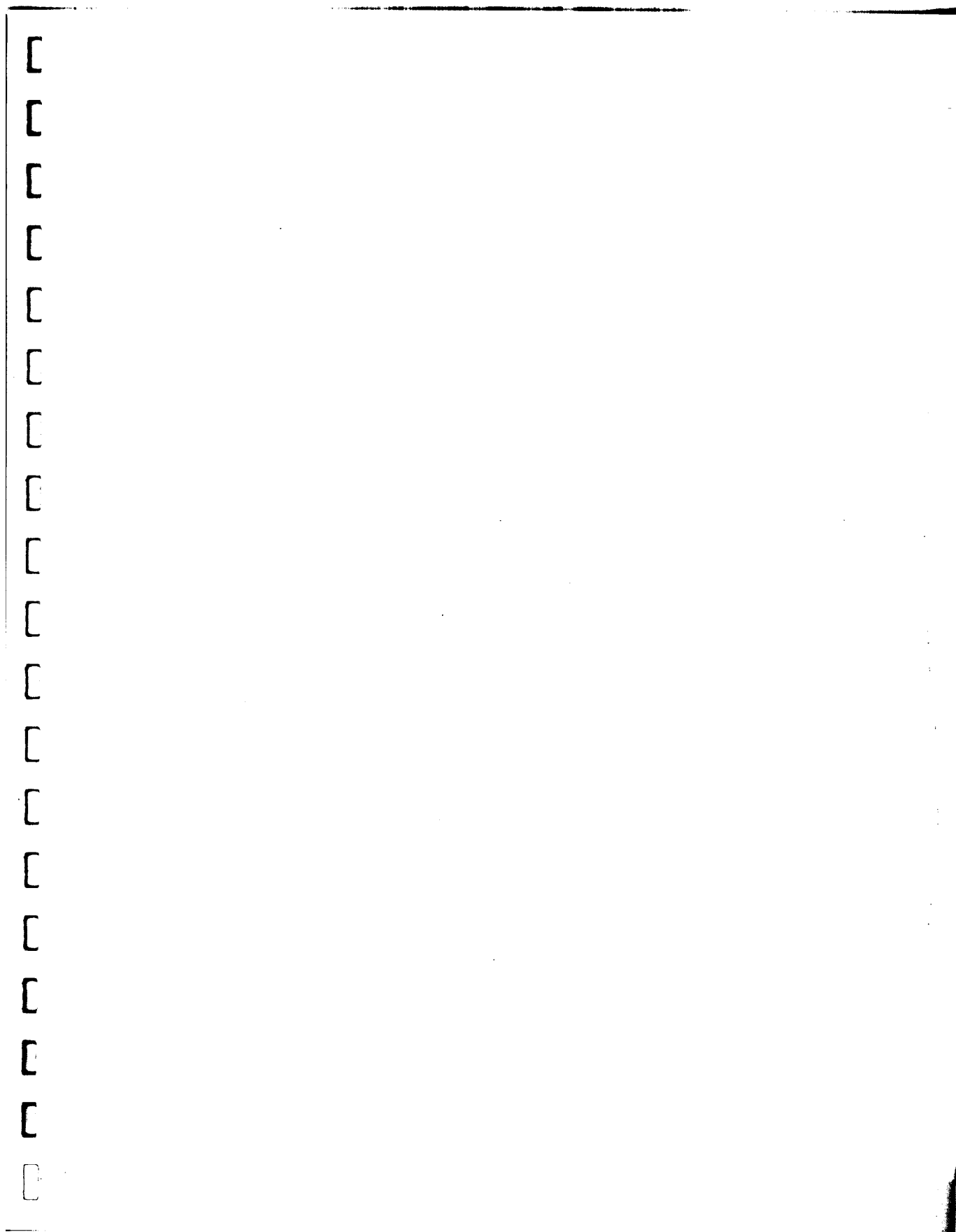


EXHIBIT Q

Exempted Segments

1. 449 W. 13th Street (Block 646, Lot 20); Owner: Romanoff Equities, Inc.
2. 40-46 10th Avenue (Block 646, Lot 1); Owner: Estate of Bill Gottlieb
3. 450-56 West 14th Street (Block 646, Lot 10); Owner: 450 West 14th St. Corp.
4. 62-76 10th Avenue (Block 712, Lot 01); Owner: 15th Street Mini Storage Inc.
5. 78-92 10th Avenue (Block 713, Lot 01); Owner: CMC MIG Holding Company LLC
6. 511-17 West 23rd Street (Block 695, Lot 27); Owner: 511 West 23rd Street Associates LLC
7. 507-09 West 25th Street (Block 697, Lot 27); Owner: NTJ Associates
8. 511-517 West 22nd Street (Block 695, Lot 27); Owner: 511 West 23rd Street Associates LLP [?]
9. 511-13 West 29th Street (Block 701, Lot 30), 506-16 West 30th Street (Block 701, Lot 45), 518-22 West 30th Street (Block 701, Lot 52); Owner: Abi Kalimian



EXHIBIT R

Settlement Agreement

~~period that any party may have requested of the Court in writing, the dismissal of the Edison Action shall be deemed with prejudice.~~

3. This Settlement Agreement shall be governed by and construed in accordance with the laws of the State of New York, without reference to its choice of law principles.

4. No modification or amendment of this Settlement Agreement shall be effective unless in writing and signed by each of the parties hereto.

5. This Settlement Agreement shall bind and inure to the benefit of the parties hereto, and their affiliates, predecessors, successors, assigns, agents, partners, employees, representatives, officers, directors, shareholders, attorneys and all persons acting by, through, under or in concert therewith, or any of them.

6. This Settlement Agreement is entered into solely to avoid the expense and inconvenience of further litigation. No party shall be deemed to have admitted or implied liability for any of the claims or counterclaims asserted in the Edison Action.

7. Each undersigned representative of a party to this Settlement Agreement certifies that he or she is fully authorized to enter into the terms and conditions of this agreement and to execute and legally bind such party to this Settlement Agreement.

8. This Settlement Agreement may be executed in one or more counterparts, each of which shall, for all purposes, be deemed to be an original and all of which, when taken together, shall constitute the same instrument. The Settlement Agreement shall survive the closing under the Abandonment Agreement.

EDISON MINI-STORAGE
CORPORATION

By: _____
Gerald Jerome Gottesmann, President

76 ELEVENTH AVENUE
DEVELOPMENT LLC

By: _____
_____, Manager

JWG JANEWAY, LLC

By: _____
_____, Manager

By: _____, President

By: _____, President

By: _____, Vice President

By: _____, Vice President

By: _____, General Counsel

By: _____

By _____

ACKNOWLEDGMENTS

State of New York)
County of New York) ss.:

On the _____ day of _____ in the year 2001 before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

My Commission Expires:

LIST OF EXHIBITS

Exhibit A	Agreement For Voluntary Abandonment And For Charitable Contribution
Exhibit B	Stipulation

EXHIBIT A

Abandonment Agreement

(Agreement For Voluntary Abandonment and For Charitable Contribution)

EXHIBIT B

Stipulation

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----x
:
EDISON MINI-STORAGE CORPORATION, :
76 ELEVENTH AVENUE DEVELOPMENT, :
LLC, JWG JANEWAY, LLC, FOOD : 99 Civ. 2868 (MBM)
RESOURCES, INC., and GANSEVOORT :
HOLDING CORPORATION, :
:
Plaintiffs, :
:
v. : STIPULATION OF DISMISSAL
:
CONRAIL, INC., CONSOLIDATED RAIL :
CORPORATION, CSX CORPORATION, CSX :
TRANSPORTATION, INC., and NEW YORK :
CENTRAL LINES LLC, :
:
Defendants. :
-----x

WHEREAS, the parties to this action having entered into a
Settlement Agreement;

IT IS HEREBY STIPULATED AND AGREED, by and between the
undersigned counsel for the parties, that:

1. This action is dismissed with prejudice and without
~~costs, except that, within six months of the date hereof, or~~
~~such longer period as any party may request, any party shall~~
~~have the right to reinstate this action upon written request to~~
~~the Court with notice to all other parties, as provided in the~~
~~Settlement Agreement;~~

2. ~~Upon expiration of the six month period or such additional period that may have been requested, the dismissal of this action shall be deemed with prejudice,~~

3. The Court shall retain jurisdiction for the purpose of enforcing the Settlement Agreement or the Abandonment Agreement that is an exhibit thereto.

Dated: New York, New York
_____, 2001

GIBSON, DUNN & CRUTCHER LLP

By: _____
Randy M. Mastro (RM-9492)

200 Park Avenue
47th Floor
New York, New York 10166-0193
(212) 351-4000

Attorneys for Plaintiffs

SCHULTE ROTH & ZABEL LLP

By: _____
Frederick P. Schaffer (FS-9476)

919 Third Avenue
New York, New York 10022
(212) 756-2000

Attorneys for Defendants Conrail,
Inc. and Consolidated Rail Corp.

ARNOLD & PORTER

By: _____
Bruce R. Kelly (BK-2962)

399 Park Avenue
New York, New York 10022
(212) 715-1000

Attorneys for Defendants CSX Corp.
and CSX Transportation, Inc.

80188899_1.DOC

EXHIBIT S-1

Bovis Lend Lease, Inc. Guaranty to with Chelsea Demolition, Inc.
of Construction Management Agreement
and Completion of Project

GUARANTY

This guaranty ("Guaranty") dated as of _____, 2001 by Bovis Lend Lease, Inc., a New York corporation, having an office at 200 Park Avenue, New York, New York 10166 ("Guarantor") to Chelsea Demolition, Inc., a New York corporation, having an office at 100 Washington Street, Newark, New Jersey 07102 ("Principal").

RECITALS

WHEREAS, Bovis Lend Lease LMB, Inc. ("Construction Manager"), and Principal have entered into a construction management contract dated _____, 2001 (the "Agreement"), whereby Construction Manager has agreed to perform construction management services in connection with the Highline Elevated Railway Demolition Project as described in the Agreement (the "Project").

WHEREAS, Guarantor has reviewed the Agreement and is fully familiar with the terms thereof;

WHEREAS, Principal is willing to enter into the Agreement only if Guarantor executes and delivers this Guaranty; and

WHEREAS, Guarantor is willing to execute and deliver this Guaranty to induce Principal to enter into the Agreement;

WHEREAS, this Guaranty is with the consent and agreement of Guarantor and Construction Manager, being collaterally assigned with the Agreement to New York City Economic Development Corporation (the "Collateral Assignee") which will disburse funds escrowed for payment of the Project;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Guarantor agrees as follows:

1. Guaranty Obligation. (I) Guarantor hereby:

- a) Unconditionally and irrevocably guarantees to Principal the due performance of all the obligations of Construction Manager under the Agreement.
- b) Unconditionally and irrevocably guarantees to Principal the completion of the Project (as defined in the "Subcontract", hereinafter defined) for the Total Value (as defined in the Subcontract) subject to and in accordance with the terms of the Subcontract and the Agreement.
- c) Unconditionally and irrevocably indemnifies Principal for all losses, costs, expenses, damages and liabilities (including, without limitation, attorney's fees and expenses) suffered or incurred by the Principal as a result of Construction Manager failing to perform any of the Obligations.

- d) Unconditionally and irrevocably guarantees to Principal the expenses as set forth in Section 7.

The obligations and liabilities described in clauses (a), (b), (c) and (d) above are herein collectively, the "Obligations").

(II) Any demand that Guarantor is liable to perform or pay the Obligations must:

- i) be in writing;
- ii) state that it is made under clauses (a), (b), (c) and/or (d) of Section 1(I) hereof;
- iii) in the case of clause (a) of Section 1(I) above, state and provide details of the relief being demanded and confirm that:
 - (1) a written demand for performance has been made on Construction Manager by the Principal; and
 - (2) all applicable grace periods, if any, provided under the Agreement have expired; and
 - (3) the demand on Construction Manager remains unsatisfied;
- iv) be signed by an Officer of the Principal; and
- v) be served in accordance with Section 13.

2. No Defenses. It shall not be a defense to Guarantor's obligation under this Guaranty that (i) Guarantor lacked the power or authority to enter into the Guaranty, (ii) Construction Manager lacked the power or authority to enter into the Agreement, (iii) the Guaranty or Agreement is not a legal, valid and binding obligation of Guarantor or Construction Manager, as applicable, (iv) there has been amendment, modification or supplement of the Agreement or the Subcontract, (v) there has been any assignment of the Agreement, (vi) there has been a release, compromise or settlement with any person relating to the Project (provided, however, that Principal shall not release Seasons from its obligations under the Subcontract without Guarantor's prior written consent), or (iv) Guarantor or Construction Manager or Chelsea Demolition, Inc., or Seasons Contracting Corp. or Collateral Assignee or any other individual or entity is (a) insolvent or otherwise subject to any laws relating to bankruptcy, insolvency or debtors' rights in any jurisdiction, (b) in any way or manner entitled to any protection against, or limitation of, claims or damages as a result of any laws relating to bankruptcy, insolvency or debtors' rights, or (c) the subject of any injunction or other court order which in any way prevents or limits claims or the recovery of damages against Guarantor or Construction Manager or any other individual or entity.

3. Waiver. Principal shall not be required to initiate, pursue or exhaust any remedy or claim against Construction Manager and/or Seasons as a condition to enforcement of Guarantor's obligations under this Guaranty, and Principal may, at its option, join Guarantor in any action or proceeding brought against Construction Manager and/or

Seasons to enforce any of Construction Manager's obligations under the Agreement, or may sue Guarantor in one or more separate proceedings. Guarantor may bring Construction Manager into any such proceeding and Principal shall not object to their joinder so long as such joinder shall not derogate Guarantor's obligations and liabilities hereunder. Guarantor irrevocably waives acceptance hereof, presentment, demand, protest and any notice not provided for herein and the right of subrogation until the Obligations have been irrevocably paid and/or performed (it being understood and agreed that upon request by Guarantor following the irrevocable payment and performance of the Obligations, Principal shall assign to Guarantor Principal's rights under the Subcontract).

4. Defenses. Subject to the provisions of Section 3 above, Guarantor shall have available to it the same defenses, set-offs and counterclaims as are or would be available to Construction Manager under the Agreement; provided, however, subject to compliance by the Principal with the requirements of Section 1(II) for the making of a demand on Guarantor, Guarantor (i) shall not have, and waives the right to raise or assert, any defenses, set-offs or counterclaims to the extent any such defenses, set-offs and/or counterclaims have been waived in writing by Construction Manager other than the defense of the actual timely payment and performance by Guarantor of the Obligations hereunder, and (ii) shall be bound by those non-appealable judgments which are adverse to Construction Manager made by any court of competent jurisdiction in any legal proceeding to which Construction Manager is a party over which the court has acquired jurisdiction.
5. Termination. This Guaranty is a continuing and irrevocable obligation of Guarantor and shall remain in full force and effect until payment, performance and/or observance in full of the Obligations and final completion of the Project.
6. Guarantor's Statements. The person executing this Guaranty on behalf of Guarantor represents and warrants to Principal that: a) Guarantor is a corporation duly organized, validly existing and in good standing under the laws of the State of New York; b) Guarantor has the full power and authority to execute and deliver this Guaranty; c) The execution, delivery and performance by Guarantor of this Guaranty have been duly authorized by all necessary corporate action of Guarantor; and d) all financial information of Guarantor previously furnished to Principal is accurate in all material respects.
7. Costs of Collection. Guarantor shall pay Principal, on demand, all of the reasonable fees and disbursements of Principal's attorneys in connection with any action or proceeding instituted by Principal to cause Guarantor to perform its obligations hereunder.
8. Waiver of Jury Trial. Each party hereby waives all right to trial by jury in any action, proceeding or counterclaim out of or in any way connected with this Guaranty or the Agreement.
9. Governing Law; Jurisdiction. This Guaranty shall be governed by and construed in accordance with the laws of the State of New York. All actions or proceedings relating,

directly or indirectly, to this Guaranty shall be litigated only in courts located within the State of New York, County of New York. Guarantor hereby subjects itself to the jurisdiction and venue of any state or federal court located within such state and county.

10. Captions. The captions herein are for convenience of reference only and shall not be considered when construing or interpreting this Guaranty. Neither this Guaranty nor any provision hereof shall be construed against the party causing this Guaranty or such provisions to be drafted.
11. Severability. If any provision of this Guaranty or the application thereof to any person or circumstances shall in whole or in part be invalid, illegal or unenforceable the remainder of this Guaranty shall be valid and enforced to the fullest extent permitted by law. The invalid, illegal or unenforceable provision shall be replaced by a mutually acceptable provision, which, being valid, legal and enforceable, comes closest to the intention of the parties underlying the invalid, illegal or unenforceable provision.
12. Successors and Assigns. This Guaranty is only for the benefit of Principal (on behalf of itself and on behalf the Highline Property Owners (as defined in the Subcontract)) and may not be assigned to, transferred to, or relied upon by, any other party. Guarantor may not assign its obligations hereunder, and any such assignment shall be null and void.
13. Notices. All notices, requests and demands under this Guaranty shall be given in legible writing and in English, by delivering the same personally or by nationally recognized overnight courier service or by mailing, certified or registered mail, postage prepaid or by facsimile transmission, addressed to such party at the address set out below or to such other address as may be identified by any party in a written notice to the others. Any such demand, request or notice sent in accordance with this Section shall be deemed to have been received by the party to whom it is addressed (a) upon delivery, if personally delivered, and (b) on the actual receipt thereof, if sent by certified or registered mail or by facsimile transmission, but if the delivery or receipt is on a day which is not a Business Day or is after 4:00 pm (addressee's time) it is regarded as received at 9:00 am on the following Business Day. "Business Day" means a day on which banks are open for business in the city where the notice or other communication is received excluding a Saturday, Sunday or public holiday. "Officer" means in relation to a party, a director or a secretary, or a person notified to be an authorized officer, of that party.

If to Guarantor:
Bovis Lend Lease, Inc.
200 Park Avenue
New York, New York 10166
Attention: CEO

with copies to:

Bovis Lend Lease, Inc.
200 Park Avenue

New York, New York 10166
Attention: Michael Feigin, Esq.

If to Principal:
Chelsea Demolition, Inc.
100 Washington Street
Newark, New Jersey 07102

with copies to:

Chelsea Demolition, Inc.
100 Washington Street
Newark, New Jersey 07102
Attention: Michael Lefkowitz, Esq.

And to

New York City Economic Development Corporation
110 William Street
New York, New York 10038
Attention: Michael Carey, President

14. Entire Agreement. This Guaranty is the entire agreement of the Guarantor and Principal with respect to the subject matter hereof. This Guaranty shall not be amended, modified or terminated nor may any of its provisions be waived, except by a writing signed by Guarantor and Principal.

IN WITNESS WHEREOF, this Guaranty has been duly executed as of the date first above written.

BOVIS LEND LEASE, INC.
(Guarantor)

By: _____
Name:
Title:

[illegible]

EXHIBIT S-2

Collateral Assignment
by Chelsea Demolition, Inc. to
New York City Economic Development Corporation
of Bovis Lend Lease LMB , Inc. Construction Management Agreement
and Guaranty to Chelsea Demolition, Inc.
of Construction Management Agreement
and Completion of Project

[DRAFT - 10/8/2001]

COLLATERAL ASSIGNMENT OF CONTRACT AND GUARANTY

FOR VALUE RECEIVED, the undersigned CHELSEA DEMOLITION, INC. ("CD" or the "Assignor" or "Owner") assigns to NEW YORK CITY ECONOMIC DEVELOPMENT CORPORATION ("EDC" or the "Assignee") its rights under (i) that certain Construction Management Agreement dated as of _____, 2001 (the "Contract") between CD and Bovis Lend Lease LMB, Inc. ("BLL" or "Contractor"), the performance of which Contract is guaranteed by Bovis Lend Lease, Inc. ("Guarantor"), and under (ii) that certain Guaranty from Guarantor, guaranteeing completion of the Contract, dated _____ (the "Guaranty"), both executed and delivered in connection with the proposed demolition of various segments of the Highline Elevated Railway as more particularly described in the Contract and the attachments thereto (the "Project").

This ASSIGNMENT OF CONTRACT AND GUARANTY ("Assignment") constitutes a collateral assignment to EDC as of the date hereof (the "Effective Date") as security for certain obligations under and as an inducement to EDC's entering into that certain Funding Agreement between CD and EDC, dated as of _____ (the "Funding Agreement") delivered in connection with that certain Agreement for Voluntary Abandonment and Charitable Contribution between and among, inter alia, New York Central Lines LLC (the "Railroad") and CD and EDC dated as of October __, 2001 (the "Abandonment Agreement"), and those certain Quitclaim, Assignment and Assumption and Indemnification, Release and Waiver Agreement Regarding Easement (collectively the "Conveyance Agreements") delivered in connection with the closing of title under the Abandonment Agreement. If there occurs (a) an Event of Default under the Funding Agreement, or (b) a default under the terms of Section 5.5 of the Abandonment Agreement following notice and a reasonable opportunity to cure any such default (or any other similar provision in the Conveyance Agreements) for failure of completion of the demolition Project) (any event of default described in clauses (a) or (b) is hereinafter, an "Event of Default"), then, in such event, EDC, in its sole and absolute discretion may give notice to Contractor and/or to Guarantor of its intent to enforce the rights of CD under the Contract and/or Guaranty and may initiate or participate in any legal proceedings respecting the enforcement of said rights. CD acknowledges that by accepting this Assignment, EDC does not assume any of CD's obligations under the Contract, except as specifically agreed with Contractor under the Construction Manager Consent and Agreement, attached hereto and hereby made a part hereof. CD hereby further collaterally assigns to EDC any and all funds, proceeds and amounts held by CD on account of the Project, whether for its own account or in escrow, all of which shall be paid to EDC upon the providing of notice to CD as set forth above in this paragraph, and further collaterally assigns the right to receive any and all funds, proceeds and amounts on account of the Project, which, if received by CD after EDC shall have provided the notice as set forth above in this paragraph, shall be paid to promptly to EDC upon receipt thereof by CD.

CD represents and warrants to EDC, as of the Effective Date, that (a) the Contract and Guaranty are each in full force and effect and each is enforceable in accordance with its respective terms and no default, or event which would constitute a default after notice or the passage of time, or both, exists with respect to said Contract and/or Guaranty, (b) copies of the Contract and

Guaranty delivered to EDC are complete and correct, and (c) CD has not previously assigned any of its rights under the Contract and/or Guaranty.

CD agrees (a) not to enter into any modification of the Contract which would have a materially adverse effect in reduction of the obligations of CD under the Funding Agreement, the Abandonment Agreement and Conveyance Agreements without both EDC's and the Railroad's prior written approvals, except as otherwise may be permitted in the Conveyance Agreements, and (b) not to further assign, for security or any other purposes, its rights under the Funding Agreement, the Contract and/or the Guaranty without each of the EDC's and the Railroad's prior written consent, except as otherwise may be permitted in the Abandonment Agreement.

The attached Contract, Guaranty, and Construction Manager Consent and Agreement are incorporated here by reference.

The Assignor covenants with the Assignee that so long as funds are made available under the Funding Agreement, the Assignor will observe and perform all the obligations imposed upon Owner under the Contract and upon Principal under the Guaranty, and not to do or permit to be done anything to impair the validity or security thereof; not to execute any other assignment of Owner's interest in the Contract or Principal's interest in the Guaranty; not to alter, modify or change the terms of the Contract in a manner which would have a material adverse effect in reduction of the obligations of CD under the Funding Agreement without the Assignee's prior written consent, which consent shall be granted in accordance with the Construction Manager Consent and Agreement; not to alter, modify or change the terms of the Guaranty, or make waiver or release or surrender thereof in a manner which would have a material adverse effect in reduction of the obligations of CD under the Funding Agreement, and at the Assignee's request to execute and deliver all such further assurances and assignments in the Guaranty as the Assignee shall from time to time reasonably require.

THIS ASSIGNMENT is made on the following terms, covenants and conditions:

1. As collateral security for the prompt and complete performance when due of the obligations under the Contract and the Subcontract (as defined in the Contract) and to induce the Assignee to enter into the Abandonment Agreement and the Funding Agreement, the Assignor hereby sells, assigns, conveys, mortgages, pledges, hypothecates and transfers to the Assignee, and hereby grants to the Assignee, a security interest in all of the Assignee's right, title and interest in, and to all Contract Rights of the Assignee under the Guaranty, as security for the performance of the of the Project. "Contract Rights" shall mean all rights of the Assignor under the Guaranty.

2. The Assignor may exercise any right or remedy which the Assignor may have as the holder of a security interest under the Uniform Commercial Code or other applicable law, including, without limitation, the sale, transfer or assignment of the Assignee's right, title and interest in the Guaranty. The Assignor hereby irrevocably constitutes and appoints the Assignee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of the Assignor and in the name of the Assignor or in its own name, from time to time in the Assignee's discretion and upon notice to the Assignor, for the purpose of carrying out the terms of this security agreement

Assignment, to take any and all appropriate action and to execute any and all documents and instruments which may be necessary to accomplish the purposes of this Assignment and, without limiting the generality of the foregoing, hereby gives the Assignee the power and right, on behalf of the Assignor, without notice to or assent by the Assignor and only upon the occurrence and continuance of any Event of Default (such limitation upon the exercise of such power shall not, however, delay the creation or otherwise affect the existence of such power, but only limit its exercise) (A) to direct Guarantor under the Guaranty to perform the Contract; (B) to receive payment of and receipt for any and all moneys, claims and other amounts due and to become due at any time in respect of or arising out of the Guaranty; (C) to commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction to enforce any Contract Rights in respect of the Guaranty; (D) to defend any suit, action or proceeding brought against the Assignor with respect to the Guaranty; (E) to settle, compromise or adjust any suit, action or proceeding described above and, in connection therewith, to give such discharges or releases as the Assignee may deem appropriate; and (F) generally to deal with the Guaranty as fully and completely as though the Assignee were the absolute owner thereof for all purposes, and to do, at the Assignee's option and the Assignor's expense, at any time or from time to time, all acts and things which the Assignee reasonably deems necessary to protect, preserve, or realize upon the Guaranty and the Assignee's security interest therein, in order to effect the intent of this Assignment, all as fully and effectively as the Assignor might do. Neither the Assignee nor its officers, directors, employees, agents, attorneys-in-fact or affiliates shall be liable for any action taken or omitted to be taken by it or such person under or in connection with this Paragraph 2 (except for its or such person's own gross negligence or willful misconduct). The Assignee shall, within thirty (30) days after executing any document on behalf of the Assignor, as its attorney-in-fact as provided above, notify the Assignor thereof and deliver a copy of such document to the Assignor. The Assignor hereby ratifies all that said attorney-in-fact shall lawfully do or cause to be done by virtue and in accordance with the terms hereof. This power of attorney is a power coupled with an interest and shall be irrevocable until this security agreement Assignment is terminated in accordance with the provisions of Paragraph 9 hereof. The powers conferred on the Assignee hereunder are solely to protect its interests in the Contract Rights under the Guaranty, and shall not impose any duty upon it to exercise any such powers. The Assignor also authorizes the Assignee, during the existence of an Event of Default at any time and from time to time, to communicate in its own name with the Guarantor with regard to this Assignment and other matters relating thereto. The Assignor agrees to pay all reasonable costs and expenses, including counsel fees, incurred by the Assignee if any action or proceeding be commenced to enforce any of the obligations of the Assignor hereunder or under the Guaranty.

3. The assignment made hereby is an absolute and unconditional assignment of rights only, and not a delegation of duties. The execution and delivery hereof shall not in any way impair or diminish the obligations of the Assignor under the provisions of the Contract or of the Abandonment Agreement, or of its affiliates under their respective Conveyance Documents. So long as there shall exist no Event of Default, the Assignor shall have the revocable privilege to make claims under the Guaranty against Guarantor for performance thereunder.

4. Upon or at any time after the Assignor's Event of Default, the Assignee, without in any way waiving such default or defaults, may, at its option, exercise its rights under this

Assignment. The exercise by the Assignee of the option granted it in this Paragraph 4 shall not be considered a waiver of any default by the Assignor under the Funding Agreement.

5. The Assignee shall not be liable for any loss sustained by the Assignor resulting from the Assignee's failure to compel and receive performance under the Guaranty or from any other act or omission of the Assignee with respect to the Project after default. Nor shall the Assignee be obligated to perform or discharge, nor does the Assignee hereby undertake to perform or discharge, any obligation, duty or liability under the Contract or under or by reason of this Assignment.

6. The Assignee, solely by virtue of this Assignment, shall not be liable nor shall it otherwise be obligated to perform or discharge any term, covenant, provision or condition nor be liable for any representation or warranty made by or on the part of the Assignor, nor shall it operate to: (i) place any obligation or liability for the control or administration of the Contract or any demolition or repair of the Highline, (ii) make the Assignee responsible for any damage committed in the course of the Project by the Assignor or its agents or contractors, nor (iii) make the Assignee liable in any way for any injury or damage to any person, entity or property sustained in prosecution of the Project on, below, or near the Highline.

7. **[INTENTIONALLY BLANK].**

8. In the event that the Assignee succeeds to the Assignor's rights under the Guaranty, the Assignee will not be (a) liable for any acts or omissions of the Assignor; (b) subject to any prior defenses or offsets, or (c) bound by any modification of the Contract and/or the Guaranty made without the consent of the Assignee, except as permitted under this Assignment.

9. Upon the completion of the Project and the payment in full to Contractor and to Seasons Contracting Corp. for the performance thereof, this Assignment shall become void and of no force or effect. Notwithstanding any variation of the terms of the Contract and/or the Guaranty, which shall be made and effective only with the prior written consent of the Assignee or as otherwise permitted under this Assignment, the benefits hereby assigned shall continue in accordance with the terms of this Assignment until and through said completion. If the Assignor shall perform the Contract and shall perform and discharge all obligations and agreements on the part of the Assignor under the Funding Agreement, then the security interest and rights granted to the Assignee by this Assignment shall be cancelled and surrendered, and the Assignor shall deliver a written agreement surrendering and canceling this Assignment.

10. Nothing herein contained or otherwise shall create any joint venture, partnership, agency or trust arrangement between the Assignor and the Assignee. The terms, covenants, conditions and provisions herein contained shall bind and inure to the benefit of the parties hereto and their respective successors and assigns.

11. This Assignment shall be governed by and construed in accordance with the internal laws of the State of New York. All actions or proceedings relating, directly or indirectly, to this Assignment shall be litigated only in courts located within the State of New York, County of New York. The Assignor hereby subjects itself to the jurisdiction and venue of

any state or federal court located within such state and county. In case any of the provisions of this Assignment shall at any time be held by a court of competent jurisdiction to be illegal, invalid, or unenforceable for any reason, such illegality, invalidity or unenforceability shall not affect the remaining provisions of this Assignment, and this Assignment shall be construed and enforced as if all such illegal, invalid or unenforceable provisions had never been inserted herein.

12. The Assignee may take or release other security for the performance of the obligations secured hereby, may release any party primarily or secondarily liable therefor and may apply any other security held by it to the satisfaction of such obligations, without prejudice to any rights under this Assignment. Nothing contained in this Assignment and no act done or omitted by the Assignee pursuant to the powers and rights granted it hereunder shall be deemed to be a waiver by the Assignee of its rights and remedies under the Funding Agreement, and this Assignment is made and accepted without prejudice to any of the rights and remedies possessed by the Assignee under the terms of the Funding Agreement. This Assignment is intended to be supplementary to and not in substitution for or in derogation of any indemnification against costs, claims or damages contained in the Funding Agreement or in any other document.

13. A waiver by the Assignee of any of its rights hereunder or under the Guaranty or of a breach of any of the covenants and agreements contained herein to be performed by the Assignor shall not be construed as a waiver of such rights in any succeeding instance or of any succeeding breach of the same or other covenants, agreements, restrictions or conditions. No waiver by the Assignee hereunder shall be effective unless in writing.

14. This Assignment may not be modified or amended except by written agreement of the parties.

15. This Assignment shall be binding upon the Assignor, its successors and assigns, and shall inure to the benefit of the Assignee and its successors and assigns; provided, however, that this Assignment may not be assigned by either party without the prior written consent of (a) the other party, and (b) the Railroad.

16. The Assignor hereby waives trial by jury in any action or proceeding including, without limitation, any tort action, brought by either party hereto against the other or in any counterclaim the Assignor may be permitted to assert hereunder or which may be asserted by the Assignee or its agents, against the Assignor, or in any matters whatsoever arising out of or in any way connected with this Assignment.

17. All notices, requests and demands under this Assignment shall be given in legible writing and in English, by delivering the same personally or by national recognized overnight courier service or by mailing, certified or registered mail, postage prepaid or by facsimile transmission, addressed to such party at the address set out below or to such other address as may be identified by any party in a written notice to the others. Any such demand, request or notice sent in accordance with this clause shall be deemed to have been received by the party to whom it is addressed (a) upon delivery, if personally delivered, and (b) on the actual receipt thereof, if sent by certified or registered mail or by facsimile transmission, but if the delivery or receipt is on a day which is not a Business Day or is after 4:00 P.M. (addressee's time) it is regarded as received at 9:00 A.M. on the following Business Day. "Business Day" means a day on which

banks are open for business in the city where the notice or other communication is received, excluding a Saturday, Sunday or public holiday.

If to the Assignor:

Chelsea Demolition, Inc.
100 Washington Street
Newark, New Jersey 07102
Attention: Michael Lefkowitz, Esq.

with a copy at the same time to Guarantor, to Guarantor's counsel, and to Construction Manager:

Bovis Lend Lease, Inc.
200 Park Avenue
New York, New York 10166
Attention: CEO

Bovis Lend Lease Holdings, Inc.
200 Park Avenue
New York, New York 10166
Attention: Michael Feigin, Esq.

Bovis Lend Lease LMB, Inc.
200 Park Avenue
New York, New York 10166
Attention: Rick Stafford

If to the Assignee:

New York City Economic Development Corporation
110 William Street
New York, New York 10038
Attention: Michael Carey, President

with a copy at the same time to:

New York City Law Department
Attention: Chief, Economic Development Division
Office of the Corporation Counsel
100 Church Street
New York, New York 10007-2601

If to Railroad:

Mr. Stephen A. Crosby
CSX Real Property, Inc.
Suite 800

300 West Bay Street
Jacksonville, Florida 32202

with a copy at the same time to:

David Alan Richards, Esq.
McCarter & English
300 Park Avenue, 18th Floor
New York, New York 10022

18. This instrument may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, this instrument has been duly executed and delivered as of the day and year first above written.

CHELSEA DEMOLITION, INC.,

By: _____
Name:
Title:

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