EXHIBIT G
In addition to H2M's comments, here are a few comments and questions that I assume will be raised by DEP, so you may want to address them now.

First, with regard to the soil samples taken for each AOC, there is no justification for the boring depths (eg, "the invert of the hydraulic lifts/catch basins/floor drains" - this question was raised by DEP in the meeting - I recommend that this be addressed.

Why weren't the samples from AOCs 5A and 5B re-taken for PCB analysis? Are there plans to do so? If not, justification should be provided.

Lastly, if staining and petroleum odors were detected in the AOC 8-B excavation, why were samples only analyzed for VOCs; wouldn't such observations require additional analysis? If not, please explain.

Rob

Robert H. Crespi, Esq.
Member of the Firm - Environmental Department
Wolff & Samson PC
One Boland Drive
West Orange, New Jersey 07052
(973) 530-2060 (direct dial)
(973) 530-2250 (fax)
rcrespi@wolffsamson.com
<www.wolffsamson.com>

Privileged and Confidential Communication

From: Douglas M. Cohen [mailto:dc@shekemiangroup.com]
Sent: Friday, December 04, 2009 11:01 AM
To: Jiorle, Neil; John M. Scagnelli; Steven Kleinman; Gordon N. Litwin; Crespi, Robert H.; Joanne C. Derby; Andrew J. Chamberlain
Subject: RE: Hoboken DPW Facility - 080104403

All,

Rob Crespi has been out at a meeting this morning and will review the documents shortly, but below are some questions/comments from Joanne Derby of H2M.

Doug

8/11/2010
From: Joanne Derby [mailto:jstott@H2M.com]
Sent: Friday, December 04, 2009 10:50 AM
To: Douglas M. Cohen
Subject: RE: Hoboken DPW Facility - 080104403

Doug,

Some additional comments/questions:

1. In the description of soil boring investigation activities, there is no information provided for the depth of gw. If available it should be added.
2. For the Hydraulic Lift section, the way it is written, it can be inferred that TPHC was detected at similar concentrations in historic fill samples across the property. However, I think they used different methodologies for the testing. Further, TPH concentrations at that level is NOT consistent with historic fill material.
3. Section 3.3, the depth of post-excavation soil samples is not provided. Also a rationale for the depth should be provided since it is indicated that soils were wet below 9 feet bgs.

Joanne Derby, P.G.
Senior Geologist
H2M Associates, Inc.
119 Cherry Hill Road
Parsippany, NJ 07054
(862) 207-5900 Ext. 2248
(fax) (973) 334-0507
jderby@h2m.com

From: Douglas M. Cohen [mailto:dc@shekemiaingroup.com]
Sent: Friday, December 04, 2009 10:24 AM
To; John M. Scagnell; Steven Kleinman; Gordon N. Litwin; Robert Crespi; Joanne Derby
Cc: Jiorle, Neil; Andrew J. Chamberlain
Subject: RE: Hoboken DPW Facility - 080104403

Neil,

Is a sample location map going to be provided?

Doug

From: John M. Scagnelli [mailto:Scagnelli@scarinciolleneck.com]
Sent: Thursday, December 03, 2009 7:41 PM
To: Steven Kleinman; Gordon N. Litwin; Douglas M. Cohen; Robert Crespi; Joanne C. Derby
Cc: Jiorle, Neil; Andrew J. Chamberlain
Subject: FW: Hoboken DPW Facility - 080104403

All,

Here is CMX's draft letter report on the 2009 testing activities at the Hoboken DPW Facility. Since we promised to get this report to the NJDEP Case Manager, Michael Chudzik, before Monday's site inspection, please let me know if you have any Hekemian comments by 12:00 p.m. noon tomorrow, Friday. Please address any comments to Neil Jiorle at CMX with a copy to Andrew Chamberlain of my office, since I will be out at a meeting tomorrow morning. We
intend to send the letter report to Mr. Chudzik early afternoon tomorrow.

Regards,

John M. Scagnelli
Partner
Chair, Environmental and Land Use Law Group
Scarinci Hollenbeck
1100 Valley Brook Avenue
P.O. Box 790
Lyndhurst, NJ 07071-0790
Phone: 201-896-4100
Fax: 201-896-8660
Email: jscagnelli@scarinichollenbeck.com

www.scarinichollenbeck.com
Lyndhurst | Freehold | New York

Disclaimer: The filters and firewalls needed in the current internet environment may delay receipt of emails, particularly those containing attachments. We strongly urge you to use delivery receipt and/or telephone calls to confirm receipt of important email.

Confidentiality Notice: This electronic message contains information from the law firm of Scarinci Hollenbeck. This email and any files attached may contain confidential information that is legally privileged. If you are not the intended recipient, or a person responsible for delivering it, you are hereby notified that any disclosure, copying, distribution or use of any of the information contained in or attached to this transmission is strictly prohibited. If you have received this transmission in error, please forward same to sender and destroy the original transmission and its attachments without reading or saving in any manner.

From: Jiorle, Neil [mailto: NJiorle@cmxengineering.com]
Sent: Thursday, December 03, 2009 4:03 PM
To: John M. Scagnelli; Andrew J. Chamberlain
Subject: Hoboken DPW Facility - 080104403

Gentlemen,

Attached please find:

- the draft description of environmental activities conducted in 2009
- Table 1 – Sampling Summary
- 2/18/09 analytical data table (soil samples HT-1 through HT-4, SD-1 through SD-7)
- 2/18/09 analytical data table (field blank, trip blank)
- 3/12/09 analytical data table (PE-1)
- 7/8/09 summary analytical results for soil samples SB-A through SB-E and groundwater sample MW-1 (I still need to finalize the data tables)

This information ties together with the previously provided AOC Summary Table and Figure 1 (Area of Concern and Site Sampling Plan).

Neil P. Jiorle
Principal
CMX
200 Highway Nine
P.O. Box 900
Manalapan, New Jersey 07726-0900

Phone: 732-577-9000 Ext. 510
Fax: 732-298-9205

njiorle@cmxengineering.com
website: www.cmxengineering.com

8/11/2010
EXHIBIT H
John and Gordon,

Attached is a letter from H2M to Doug Cohen commenting on the draft report provided to us on May 6, 2010. As you can see, H2M has identified several significant deficiencies with the report that will result in NJDEP's rejection of either the entire report or, at a minimum, the majority of the conclusions and recommendations contained therein.

As a result, SHG firmly believes that the deficiencies in the report should be addressed prior to its submission to avoid a delay in the remediation process and ultimately the receipt of NJDEP's approval of the remediation. Please advise as to how the City will proceed.

Rob

Robert H. Crespi, Esq.
Member of the Firm - Environmental Department
Wolff & Samson PC
One Boland Drive
West Orange, New Jersey 07052
(973) 530-2060 (direct dial)
(973) 530-2260 (fax)
rcrespi@wolffsamson.com
<www.wolffsamson.com>

Privileged and Confidential Communication
May 14, 2010

Mr. Douglas M. Cohen, Esq.
SHG Urban Renewal Associates, LLC
c/o The S. Hekemian Group
45 Eisenhower Drive
Paramus, New Jersey 07652

Re: Remedial Action Report/Remedial Action Work Plan Prepared by CMX
55-65 Park Ave/256 Observer Highway
Hoboken, New Jersey

Dear Mr. Cohen:

H2M Associates, LLC has prepared this correspondence to document our review of the Remedial Action Report/Remedial Action Work Plan (RAR/RAWP) apparently prepared by CMX for the City of Hoboken. Comparison of the RAR/RAWP to the New Jersey Department Environmental Protection Technical Requirements for Site Remediation (NJDEP Tech Regs) has revealed several issues that H2M believes will result in NJDEP’s rejection of the submission, which will delay the completion of the remediation. These include the following:

- The report clearly indicates that soil and groundwater delineation is not complete. This is illustrated by the proposal to install additional monitoring wells associated with delineating the hydraulic lift area. As such, Hoboken has not completed the remedial investigation stage of the remediation, and therefore, submission of a RAWP for soil and groundwater is premature.

- First, N.J.A.C. 7:26E-4.1(a)4 requires the collection and evaluation of all data necessary to evaluate remedial action alternatives. Since soil and groundwater delineation is not complete, submission of a RAWP with institution of a Deed Notice and Classification Exception Area is premature.

- H2M was in the field during the hydraulic lift removal and observed product within the tanks. This information should be provided in the applicable report sections.

- Concentrations of PAHs within samples SD-5, PE-5(AOC-10) and PE-8 (AOC-10) are one to two orders of magnitude above the levels detected in other samples at the site. This would indicate that the elevated levels are a result of the AOC and not associated with historic fill. The samples that were collected to investigate historic fill were significantly less than samples associated with specific AOCs. This is significant as PAH contamination is typically associated with hydraulic oil, in the case of the hydraulic lifts.
N.J.A.C. 7:26E-6.2(a)4 requires the identification of all applicable remediation standards. The results of the soil sampling conducted at the property have not been compared to the NJDEP Impact to Groundwater Site Remediation Standards, which further indicates that soil delineation is not complete.

As per N.J.A.C. 7:26E-4.1(a) 1, as part of the remedial investigation, all contaminants that exceed any applicable standard must be horizontally and vertically delineated in all media. Soil and groundwater delineation is not completed. Three post-excavation soil samples collected from the Hydraulic Lifts (AOC-10) were in exceedance of the NJDEP standard of 10,000 ppm for TPH, and PAH levels were far in excess of applicable standards. These locations were not delineated as required. In addition, NJAC 7.26E-4.4(a), requires a remedial investigation of groundwater for an area of concern in which a soil sample is collected within 2 feet of the saturated zone. A groundwater sample was not taken at the location of the hydraulic lift contamination. Since there was a confirmed release from the tanks, which were sitting in groundwater, groundwater delineation is required.

The results of contingency samples associated with the above referenced samples are not discussed within Section 2.2.2.

The RAWP references that the current improvements (building, asphalt and concrete floors) on the site will act as the engineering controls. However, no analysis has been conducted to determine the suitability of these improvements. H2M previously identified areas of cracked pavement and staining which would make the asphalt unsuitable for use as a cover that would be protective of human health and the environment.

If you have any questions or comments, please feel free to call.

Very truly yours,

H2M ASSOCIATES, INC.

Joanne Derby, PG
Senior Geologist

Cc: Robert Crespi, Esq.
EXHIBIT I
June 14, 2010

VIA FACSIMILE AND OVERNIGHT MAIL DELIVERY
Gordon N. Litwin, Esq.
Ansell Grimm & Aaron
60 Park Place
Suite 1114
Newark, New Jersey 07102

RE: Purchase and Sale Agreement between City of Hoboken and SHG Hoboken Urban Renewal Associates, LLC
Block 1, Lot 1 – Hoboken, NJ (the “Property”)

Dear Mr. Litwin:

This firm represents SHG Hoboken Urban Renewal Associates, LLC (“SHG”), the contract purchaser and redeveloper for the Property located in Public Works Garage Redevelopment Area.

We are in receipt of your letter to SHG, dated June 10, 2010, wherein you, on behalf of the City of Hoboken (the "City"), notified SHG of a purported pending breach of the Purchase and Sale Agreement between the City and SHG (the "PSA"). The purported pending breach is as the result of a teleconference scheduled to be held on Tuesday, June 15, 2010 between representatives of the New Jersey Department of Environmental Protection ("NJDEP") case team and SHG to discuss the City's investigation of the environmental conditions at the Property. SHG has just advised us that the June 15th call has now been rescheduled at the request of the City to Thursday, June 17th at 11 a.m. and that the City's representatives will circulate dial-in instructions. As a result of the City's action, we believe the City's claim of a purported pending breach by SHG is moot and baseless. However, SHG still believes that the City's claims and allegations as set forth in your letter require a response, which follows.

First, we request that you identify the provision in the PSA prohibiting such a discussion, since your letter fails to do so. In fact, no such provision exists. The only such prohibition is set
forth in paragraph 5(d) of the PSA, which provides that the City, not SHG is prohibited from ex
parte communications with NJDEP without first providing SHG the opportunity to participate in
such discussions. On numerous occasions, including in your letter, the City has admitted that it
has had ex parte communications with NJDEP concerning the environmental remediation,
without first informing SHG of such communications, or providing SHG the opportunity to
participate therewith. Such communications constitute a clear breach of paragraph 5(d) of the
PSA. As a result, pursuant to paragraph 15(a) of the PSA, notice is hereby given to the City of
such breach.

As to your allegation that SHG, by discussing the remediation with the NJDEP, would be
in breach of the implied covenant of good faith and fair dealing, nothing is further from the truth.
SHG, as contract purchaser, who will be redeveloping the Property, has a clear stake in receiving
assurance that the Property has been remediated in accordance with all applicable laws and
regulations. SHG could incur significant losses if contamination requiring remediation is
discovered during construction. As such, it is entitled to insure that the City fulfills its
contractual and legal obligations with respect to the remediation.

In fact, the sole reason SHG contacted the NJDEP is that the City has failed to conduct
the environmental remediation in good faith and in accordance with applicable laws and
regulations. SHG has continually endeavored to provide constructive feedback to the City in an
effort to facilitate the resolution of the environmental conditions, not, as you state in your letter,
to delay it. Recently, SHG provided comments from its environmental consultant, H2M, to the
City's draft report pointing out several significant deficiencies in the report (the "H2M Letter”).
A copy of the H2M Letter is attached hereto. The City's response to SHG's comments, also
attached, did not significantly address the noted deficiencies, and, without further discussion, the
City submitted the report.

In a continuing effort to assist the City in fulfilling its obligations, SHG reiterated its
concerns in a teleconference with the City and its representatives on June 2, 2010. SHG has
advised us that on this teleconference, despite the City's environmental consultant's admission
that the NJDEP regulations were not complied with, John Scagnelli, the City's Special
Environmental Counsel, stated that the City would "wait for NJDEP's response" or "we'll see if
NJDEP signs off." SHG has and will continue to act in good faith, and has the right to expect the
City to perform in a non-negligent, non fraudulent manner, but our efforts have gone ignored, as
the City continues to pursue an environmental approval without first performing the
investigations required by NJDEP's regulations. As such, SHG hereby puts the City on notice
that it will seek to enforce its contractual right to indemnification pursuant to paragraph 5(e) of
the PSA for all losses incurred and to be incurred as a result of the willful misconduct and
negligent omissions of the City's representatives.

In conclusion, SHG emphatically denies any anticipatory breach of the PSA by
communicating with the NJDEP since there are no provisions under the PSA which prohibit such
communication.

SHG preserves any and all rights it has or may have under the PSA to pursue any and all
remedies against the City in the event of a breach or default of the PSA by the City.
As previously stated, both publicly and in prior correspondence to the City, SHG intends to proceed to closing pursuant to the terms and conditions of the PSA, provided that the City meets its contractual obligations under the PSA.

Very truly yours,

DeCotiis, FitzPatrick, Cole & Wisler, LLP

By: 

Enclosures
Cc: Peter Hekemian, SHG Hoboken Urban Renewal Associates, LLC
    Douglas M. Cohen, Esq., SHG Hoboken Urban Renewal Associates, LLC
    Mayor Dawn Zimmer
    City Council of Hoboken
    Michael Kates, Esq., Hoboken Corporation Counsel
    John Scagnelli, Esq.
EXHIBIT J
June 25, 2010

VIA FACSIMILE AND OVERNIGHT MAIL DELIVERY
Gordon N. Litwin, Esq.
Ansell Grimm & Aaron
60 Park Place
Suite 1114
Newark, New Jersey 07102

RE: Purchase and Sale Agreement between City of Hoboken and
SHG Hoboken Urban Renewal Associates, LLC
Block 1, Lot 1 – Hoboken, NJ (the “Property”)

Dear Mr. Litwin:

This letter is in response to your letter of June 15, 2010 regarding the above referenced matter.

In regards to Section 5, Environmental Obligations of the Purchase and Sale Agreement between the City and SHG (the "PSA"), your reading and interpretation of this provision is off-base, self-serving and without merit based on the clear and unambiguous language of the PSA. Clearly the City of Hoboken’s (the “City”) has the obligation to obtain the environmental approvals, but Section 5(b) gives SHG Hoboken Urban Renewal Associates, LLC (“SHG”) the right to access the property and conduct various studies, including environmental studies. As the contract purchaser, SHG is also a stakeholder in the remediation process as recognized by NJDEP and has the right to ensure that the responsible party performs its remediation in accordance with law. You also fail to consider that Section 5(d) in the first sentence states that “Seller shall coordinate the satisfaction of its obligations pursuant to Section 5(c) and its receipt of Seller’s Environmental Approvals with Purchaser and its environmental consultant.” Your characterization of Section 5(d) as speaking to the role and limited rights of SHG is misleading. While SHG may have a limited role in terms of any obligation to complete the remediation, the PSA does not in any way limit its right to ensure that the City completes its obligations in accordance with law and the PSA.
Contrary to the assertions in your letter, SHG has never sought to (i) set the agenda regarding the environmental approvals and remediation required to be undertaken by the City, (ii) have a right of authorship with respect to any submissions, or (iii) have a veto power over such submissions, but has only attempted to ensure that the efforts of the City, at the cost of City taxpayers, were being conducted in good faith and in accordance with the terms of the PSA and applicable law, including New Jersey Department of Environmental Protection ("NJDEP") technical regulations. To the contrary, it has become patently clear that the City’s only interest is to complete the remediation process while performing as little required work as possible, with the hope that NJDEP will ignore the City’s failure to comply with NJDEP’s technical regulations. While to date, NJDEP has generally agreed on its own with the comments that SHG has provided to the City, but which the City has chosen to ignore, SHG has every right to ensure that the City carries out its obligations in good faith. Since the City has repeatedly failed to do so, SHG must, so that it is not forced into a position where it is required to undertake additional, unnecessary work relative to remediation of the property or exercise its rights to an indemnity by the City under Section 5(e).

With respect to the most recent conference call with NJDEP that occurred on June 17, 2010, you fail to note in your letter that Mr. Scagnelli unilaterally arranged the call (see copy of his email attached hereto). It was the City’s conference call, led by Mr. Scagnelli. While we continue to take the position that SHG had the right to unilaterally contact NJDEP, the issue is moot because such a call never occurred. In addition, despite the baseless accusations in your letter, SHG never admitted or stated that the purpose for speaking with NJDEP was to offer its critique of the RA WP submitted by the City. There was no breach by SHG of the covenant of good faith and fair dealing for the reasons set forth herein and in our prior letters. The only party which has repeatedly failed to act in good faith with respect to its obligations under the PSA has been the City.

The City has an obligation to obtain the environmental approvals for remediation of the property in accordance with applicable laws and regulations as those laws and regulations are interpreted and enforced by NJDEP. There is obviously a difference of opinion between the City’s environmental professionals and SHG’s environmental professionals. However, the City’s environmental consultant’s admissions to us that the City failed to follow the technical regulations of the NJDEP when performing its most recent investigation belies your statement that there is simply a “bone fide disagreement”. Rather, the City’s submission of the most recent report with the knowledge that it didn’t comply with such technical regulations clearly constitutes a “negligent omission”, if not “willful misconduct”, thus constituting a breach under section 15 of the PSA.

As to your other spurious allegations and conclusions, the substance of the admitted ex parte communications between City representatives and NJDEP remains in question. Your contention that the only matters discussed during those numerous conversations related to the status of the City’s application is strictly hearsay— to the extent it becomes necessary, we will let the parties involved in those conversations specify exactly what was discussed. Additionally, the issue of our requested amendments to the PSA is irrelevant to this matter. The City can elect, as it apparently has, to reject the requests and proceed with its obligations as set forth in the current PSA.
SHG is understandably concerned about the progress of the City’s efforts to secure approvals for remediation of the property particularly since the City signed the PSA with SHG on June 30, 2008, almost two years ago. The City has been well aware of the environmental condition of the property and the requirements necessary to address these conditions for the sale and redevelopment of the property. The fact that the City does not have the required environmental approvals from NJDEP less than two (2) months from the scheduled closing date is a legitimate concern.

SHG hereby demands that the City withdraw its June 11 and June 18, 2010 notices of pending or potential breaches of contract, since such breaches do not exist nor have they occurred.

SHG preserves any and all rights it has or may have under the PSA to pursue any and all remedies against the City based upon its existing breaches and in the event of additional breaches or defaults of the PSA by the City.

As previously stated, both publicly and in prior correspondence to the City, SHG intends to proceed to closing pursuant to the terms and conditions of the PSA, provided that the City meets its contractual obligations under the PSA.

Very truly yours,

DeCotiis, FitzPatrick, Cole & Wister, LLP

By: Francis X. Regan

Enclosure
Cc: Peter Hekemian, SHG Hoboken Urban Renewal Associates, LLC
    Douglas M. Cohen, Esq., SHG Hoboken Urban Renewal Associates, LLC
    Mayor Dawn Zimmer
    City Council of Hoboken
    Michael Kates, Esq., Hoboken Corporation Counsel
    John Scagnelli, Esq.
From: John M. Scagnelli [JScagnelli@scarinchollenbeck.com]
Sent: Monday, June 14, 2010 3:34 PM
To: Douglas M. Cohen; Crespi, Robert H.; Joanne C. Derby; Njlorle@aol.com; michael.chudzik@dep.state.nj.us; david.rubin@dep.state.nj.us; Gordon Litwin
Subject: City of Hoboken DPW Garage Site - RAR/RAWP Report Telephone Call
Importance: High

All,

This will confirm that there will be a telephone call this Thursday, June 17 at 11:00 a.m. to discuss the Department's review of the City's RAR/RAWP Report submitted for the Hoboken Garage Site. David Rubin and Michael Chudzik of NJDEP will discuss the Department's review of the Report.

We will circulate a dial in number for the call.

Regards,

JOHN M. SCAGNELLI, Partner
Chair, Environmental and Land Use Law Group
Scarinci Hollenbeck
1100 Valley Brook Avenue
P.O. Box 790
Lyndhurst, NJ 07071-0790
Phone: 201-896-4100
Fax: 201-896-8660
Email: jscagnelli@scarinchollenbeck.com

www.scarinchollenbeck.com

Lyndhurst | Freehold | New York

Disclaimer: The filters and firewalls needed in the current internet environment may delay receipt of emails, particularly those containing attachments. We strongly urge you to use delivery receipt and/or telephone calls to confirm receipt of important email.

Confidentiality Notice: This electronic message contains information from the law firm of Scarinci Hollenbeck. This email and any files attached may contain confidential information that is legally privileged. If you are not the intended recipient, or a person responsible for delivering it, you are hereby notified that any disclosure, copying, distribution or use of any of the information contained in or attached to this transmission is strictly prohibited. If you have received this transmission in error, please forward same to sender and destroy the original transmission and its attachments without reading or saving in any manner.
June 22, 2010

Via E-mail and Overnight Delivery

Gordon N. Litwin, Esq.
Ansell Grimm & Aaron
60 Park Place, Suite 1114
Newark, NJ 07102

Re: Purchase & Sale Agreement between City of Hoboken and SHG Hoboken Urban Renewal Associates, LLC ("PSA")
Block 1, Lot 1-Hoboken, NJ

Dear Mr. Litwin:

This is in response to your letter to me dated June 18, 2010, wherein you, on behalf of the City of Hoboken (the "City") alleged yet another potential breach of the PSA by SHG Hoboken Urban Renewal Associates, LLC ("SHG"). As in previous correspondence, the City's position and interpretation of the PSA is grossly mistaken and misleading. First, you misinterpreted the clear language in my e-mail to John Scagnelli, a copy of which is attached for your closer review, in which I said that SHG will be preparing a summary of the call with NJDEP, which we will provide to the City. I did not say that the summary would be forwarded to the NJDEP, as set forth below. As such, SHG reserves the right to do so, as well as to contact NJDEP directly, in order to protect its rights and insure the City's compliance with its environmental obligations.

Second, your interpretation of the due diligence provisions of the PSA is also incorrect. The due diligence provision (section 5 of the PSA) expressly authorizes SHG, "in connection with Seller's continuing environmental investigation and compliance with its obligations under [section 5 of the PSA]", to access the property to conduct environmental investigation activities. The access agreement referenced in section 5 governs the terms of access, including insurance and other similar conditions. Section 5 only requires that SHG agree to a form of access agreement materially similar to the attached form. SHG will certainly execute a similar document. Your allegation that SHG's intent is solely to prejudice the City's efforts to complete the remediation is outrageous and without support, since, as stated above, SHG's due diligence...
rights are in connection with Seller’s compliance with its environmental obligations, which obligations continue. SHG has every right, as expressly set forth in the PSA, to conduct any and all investigation activities it determines in its sole discretion are appropriate to confirm the City is fulfilling its obligations, to insure that environmental conditions do not interfere with SHG’s development activities. I remind you that SHG’s concern about the City’s failure to adequately investigate several environmental conditions, as set forth in writing and during a teleconference with the City’s environmental team, was borne out during the call with the NJDEP case team, and as such, the City is just now scheduling that work.

Finally, as previously set forth in a letter from Francis Regan, Esq., dated June 14, 2010, the City misinterprets the language of the PSA in that the City, and not SHG, is prohibited from ex parte communication with NJDEP. If the City so intended to limit SHG’s rights with respect to such communications, it should have insisted, as did SHG, that the PSA expressly provide as much. The City’s attempt to re-write the agreement by inferring limitations by the use of the negative is not justified by any reasonable contractual interpretation, and SHG rejects the City’s attempts to do so.

Very truly yours,

Robert H. Crespi

RHC:bbs

Enclosure

cc: Peter Hekemian, SHG Hoboken Urban Renewal Assoc. (by e-mail)  
Douglas M. Cohen, Esq., SHG Hoboken Urban Renewal Assoc. (by e-mail)  
Mayor Dawn Zimmer (by regular first class mail)  
City Council of Hoboken (by regular first class mail)  
Michael Kates, Esq., Hoboken Corporation Counsel (by e-mail)  
John Scagnelli, Esq. (by e-mail)
John,

SHG will be providing a summary of the discussion with NJDEP as a follow up to the call. In the meantime, as soon as possible, please provide a draft of the scope of work to implement DEP's requirements, along with the implementation schedule so our professionals can schedule to attend. For your information, SHG will be providing a scope of work for additional due diligence sampling pursuant to the Access Agreement attached as Exhibit C to the Purchase and Sale Agreement. Thanks.

Rob

Robert H. Crespi, Esq.
Member of the Firm - Environmental Department
Wolff & Samson PC
One Boland Drive
West Orange, New Jersey 07052
(973) 530-2060 (direct dial)
(973) 530-2260 (fax)
rcrespi@wolffsamson.com
<www.wolffsamson.com>

Privileged and Confidential Communication