



**BUILDING &
CONSTRUCTION
TRADES COUNCIL
OF GREATER NEW YORK**

GARY LaBARBERA
PRESIDENT

AFFILIATED WITH THE
BUILDING CONSTRUCTION TRADES DEPARTMENT
OF WASHINGTON D.C.
—
BUILDING AND CONSTRUCTION TRADES COUNCIL
OF NEW YORK STATE
—
AMERICAN FEDERATION OF LABOR OF CONGRESS
OF INDUSTRIAL ORGANIZATION

June 13, 2012

To: All Affiliates

From: Gary LaBarbera

Re: Finalized Project Labor Agreement

As you are aware, the Building and Construction Trades Department of Washington, D.C. has approved the following project. This letter is to inform you that the PLA listed has been fully executed by all parties.

- **AETN 227& 235 East 45th street Revised 2011 ER PLA – Structure Tone Inc.**

Attached please find a fully executed copy of the agreement. If you have any questions, please do not hesitate to contact our office.

Yours in Solidarity


Gary LaBarbera



AETN – 227 & 235 East 45th Street - Revised 2011 ER PLA

PROJECT LABOR AGREEMENT

COVERING SPECIFIED CONSTRUCTION WORK

BETWEEN AND AMONGST

**STRUCTURE TONE, INC.
Construction Manager**

-And-

Building and Construction Trades Council

Of Greater New York

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PROJECT LABOR AGREEMENT

PREAMBLE

WHEREAS, 227 45th Street LLC/Hearst, (herein the “Owner/Developer”), has a contract with STRUCTURE TONE, INC., (herein the “Construction Manager”), to perform construction management and construction services at the Project identified below; and

WHEREAS, due to the national and local economic downturn the project is at risk of being canceled, delayed or modified to significantly reduce the size and scope of the project; and

WHEREAS, the cancellation, delay or modification of the project will adversely impact construction employment opportunities for the construction trade unions in the City of New York; and

WHEREAS, the Construction Manager and the Building & Construction Trades Council of Greater New York (herein “Council” or “BCTC”), desire to mitigate the impact of the economic downturn on construction in the City of New York and have negotiated the terms of this Project Labor Agreement to promote the cost efficient, safe, quality, and timely completion of certain construction work (the “Work”) to be performed at AETN, 227 & 235 East 45th Street, New York, New York 10017, (the “Project”).

WHEREAS, this Project Labor Agreement will foster the achievement of these goals, *inter alia*, by:

(1) expediting the construction process and otherwise minimizing disruption to the project;

(2) providing a mechanism for responding to the unique construction needs associated with the Project and Project Work and achieving the most cost effective means of construction, including direct labor cost savings, by the Council on its behalf and on behalf of its affiliated Local Unions and their members, waiving various practices which would otherwise apply to Project Work;

(3) avoiding the costly delays of labor unrest and promoting labor harmony for the duration of the Project;

(4) standardizing certain terms and conditions governing the employment of labor on the Project;

(5) providing comprehensive and standardized mechanisms for the settlement of work disputes, including those relating to jurisdiction;

(6) ensuring a reliable source of skilled and experienced labor;

(7) maximizing project safety conditions for both workers and others;

(8) reducing labor costs by giving contractors flexibility to manage and perform work operations in the most efficient and productive manner; and

WHEREAS, the Council, its affiliated Local Unions and their members, desire to mitigate the impact of the economic downturn on construction in New York City and have negotiated the terms of this Project Labor Agreement for approximately 200,000 square feet of gut rehab, new infrastructure and new tenant fit out located at 227 and 235 East 45th Street, New York, New York (herein “the Project”); and

WHEREAS, the Council, its affiliated Local Unions and their members, desire to provide for stability, security and work opportunities, which are afforded by a Project Labor Agreement; and

NOW, THEREFORE, in order to further these goals and objectives and to maintain the spirit of harmony, labor-management cooperation and stability, the Parties agree as follows:

ARTICLE 1. PARTIES TO THE AGREEMENT

This is a Project Labor Agreement ("Agreement") for Project Work to be performed at the Project entered into by Structure Tone, Inc., the Council and its signatory affiliated Local Unions and their members ("Local Unions"). The Parties hereby warrant and represent that they each have been duly authorized to enter into this Agreement on behalf of, and to bind, their respective organizations.

ARTICLE 2. GENERAL CONDITIONS

SECTION 1. DEFINITIONS

Throughout this Agreement, the various Union parties, including the Council and its signatory affiliated Local Unions, are referred to singularly and collectively as "Union(s)," where specific reference is made to "Local Unions" that phrase is sometimes used. The term "Council" means the Building and Construction Trades Council of Greater New York and Vicinity. The term "Construction Manager" means Structure Tone, Inc. The term "Contractor(s)" means all other Contractors, both trade-contractors and sub-contractors of any tier, engaged in Project Work within the scope of this Agreement as defined in Article 3. The term "Owner/Developer(s)" means 227 45th Street, LCC/Hearst. The term "Agreement" means this PLA, the applicable Schedule

“A” Collective Bargaining Agreements identified in Schedule “A,” and the Letter of Assent annexed hereto as Schedule “C”, which are hereby incorporated by reference herein and made a material part thereof.

SECTION 2. CONDITIONS FOR AGREEMENT TO BECOME EFFECTIVE

This Agreement shall not become effective unless each of the following conditions are met: (1) the Agreement is signed by the Council and its participating signatory affiliated Local Unions; (2) the Agreement is approved by the Building and Construction Trades Department; and (3) the Agreement is approved and signed by an Executive Officer of the Construction Manager, with authority to bind the organization.

SECTION 3. ENTITIES BOUND & ADMINISTRATION OF AGREEMENT

This Agreement shall be binding on all participating signatory Unions, the Construction Manager and all Contractors performing Project Work, as defined in Article 3. The Construction Manager and the Contractors shall include in any trade contract that they let for performance during the term of this Agreement a requirement that their subcontractors, of whatever tier, become signatory and bound by this Agreement, either by direct execution of this Agreement or by execution of a Letter of Assent, with respect to the work within the scope of Article 3. The Construction Manager shall administer this Agreement.

SECTION 4. SUPREMACY CLAUSE

This Agreement, together with the Collective Bargaining Agreements of the Affiliated Unions, collectively referred to as Schedule “A” agreements, and the Trade Addendums, annexed hereto as Schedule “B” agreements, represent the complete understanding of all parties. Where there are conflicts between and among this

Agreement, the Schedule “A” Agreements and the Schedule “B” Agreements, this Agreement (as it may be modified or supplemented by the Schedule “B” Agreements) governs and supersedes any national agreement, local agreement or other collective bargaining agreement of any type which would otherwise apply to Project Work, in whole or in part, except for work performed under the NTL Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, all instrument calibration work and loop checking shall be performed under the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians, and the National Agreement of the International Union of Elevator Constructors, with the exception of the dispute resolution mechanisms contained herein. Where this Agreement and/or the Schedule “B” agreements are silent on a subject, the applicable collective bargaining agreement(s) shall govern.

SECTION 5. LIABILITY

The liability of the Construction Manager and any Contractor and any Union under this Agreement shall be several and not joint. The Construction Manager, or any Contractor, shall not be liable for any violations of this Agreement by any other party and the Council and Local Unions shall not be liable for any violations of this Agreement by any other Union.

SECTION 6. BID SPECIFICATIONS AND CONTRACT DOCUMENTS

The Construction Manager will require in its bid specifications for all work within the scope of Article 3, that all Contractors of whatever tier, become bound by, and signatory to, this Agreement, through execution of the Letter of Assent, in the form annexed hereto as Schedule “C.”

It is understood that nothing in this Agreement shall be construed as limiting the sole discretion of the Construction Manager, in determining which Contractors shall be awarded contracts for Project Work. It is further understood that the Owner/Developer has sole discretion at any time to terminate, delay or suspend Project Work, in whole or in part, provided that if such work is resumed it shall be governed by this Agreement.

**SECTION 7. AVAILABILITY AND APPLICABILITY TO ALL
SUCCESSFUL BIDDERS**

Where an Affiliated Union has signed this Agreement and/or a Trade Addendum, only contractors who are parties to a collective bargaining agreement with that Union shall be employed on this Project. However, where an Affiliated Union has not signed this Agreement and/or a Trade Addendum, The Unions agree that this Agreement will be made available to, and will fully apply to, any successful bidder or Contractor awarded or performing work on this Project, without regard to whether that successful bidder performs work at other sites on either a union or non-union basis. This Agreement shall not apply to the work of any Contractor that is performed at any location other than the site of this Project Work.

SECTION 8. WORK PRESERVATION

The Construction Manager, and Contractors agree that they will not subcontract any work to be done on the Project except to a person, firm or corporation who is or agrees to become party to this Agreement.

ARTICLE 3 - SCOPE OF THE AGREEMENT

SECTION 1. PROJECT WORK

Project Work shall be limited to construction contracts for all construction work of approximately 200,000 square feet of new infrastructure, gut rehab and a new tenant fit

out, at the Project located at 227 & 235 East 45th Street, New York, New York 10017, which is bid and let by the Construction Manager after the effective date of this Agreement, and shall hereafter be referred to as “Project Work.” No work within the jurisdiction of an affiliated union shall be excluded from the Project Work unless expressly excluded in this Agreement. This Agreement is effective upon full execution by the Parties. All Parties, including the participating signatory Local Unions, may execute the Agreement in counter-parts.

SECTION 2. TIME LIMITATIONS

This Agreement, together with all of its provisions, shall remain in effect until completion of the Project Work as defined above in Section 1.

SECTION 3. EXCLUDED EMPLOYEES

The following persons are not subject to the provisions of this Agreement, even though performing work ancillary to Project Work:

a. Superintendents and supervisors, engineers, professional engineers and/or licensed architects engaged in inspection and testing, quality control/assurance personnel, timekeepers, mail carriers, clerks, office workers, messengers, guards, technicians, non-manual employees, and all professional, engineering, administrative and management persons, unless such employees are currently included in the bargaining units under the Collective Bargaining Agreements in Schedule “A,” for example where general forepersons, forepersons and field surveyors are included in the bargaining unit under a particular collective bargaining agreement they are covered by this Agreement;

b. Employees and entities engaged in off-site manufacture, modifications, repair, maintenance, assembly, painting, handling or fabrication of project components,

materials, equipment or machinery or involved in deliveries to and from the Project site, unless such employees are already included in the bargaining units under the Collective Bargaining Agreements in Schedule “A;”

c. Employees of Owner/Developer and Construction Manager, except those performing manual labor will be covered by this Agreement;

d. Employees engaged in on-site equipment warranty work, unless a current employee of a Contractor is on site and certified by the relevant manufacturer to make warranty repairs;

e. Employees engaged in geophysical testing other than boring for core samples;

f. Employees engaged in laboratory, specialty testing, or inspections, pursuant to a professional services agreement;

g. Employees engaged in work which is ancillary to Project Work and performed by third parties such as utility companies who shall install their work only to a certain demarcation point, identified by the Construction Manager at the commencement of each Project site, and provided that the employees of such third parties are not used to replace employees performing Project Work pursuant to this Agreement.

SECTION 4. NON-APPLICATION TO CERTAIN ENTITIES

This Agreement shall not apply to those parents, affiliates, subsidiaries, or other joint or sole ventures of the Construction Manager or any Contractor that does not perform Project Work. It is agreed for the purposes of this Agreement only, that this Agreement does not have the effect of creating any joint employment, single employer or alter ego status among the Construction Manager or any Contractor. As the contracts

involving covered Work are completed and accepted, the Agreement shall not have further force or effect on such items or areas except where inspections, additions, repairs, modifications, checkout and/or warranty work are assigned in writing (copy to Local Union involved) by the and Construction Manager for performance under the terms of this Agreement.

ARTICLE 4 - UNION RECOGNITION AND EMPLOYMENT

SECTION 1. PRE-HIRE RECOGNITION

The Construction Manager, and the Contractors recognize the Unions as the sole and exclusive bargaining representatives of all craft employees who are performing Project Work with respect to that work.

SECTION 2. UNION REFERRAL

The Contractors agree to utilize, employ and hire craft employees for Project Work covered by this Agreement through the job referral systems and hiring halls as set forth in any Collective Bargaining Agreement in Schedule “A” to this Agreement. Notwithstanding this, the Construction Manager, and Contractors shall have the sole right to determine the competency of all referrals; to determine the number of employees required; select employees for layoff (subject to Article 5, Section 3); and the sole right to reject any applicant referred by a Local Union, subject to required show-up payments. In the event that a Local Union is unable to fill any request for qualified employees within a 48-hour period after such requisition is made by the \ Construction Manager, or the Contractor, (Saturdays, Sundays and holidays excepted), the Construction Manager, or the Contractor may employ qualified applicants from any other available source. In the event that the Local Union does not have a job referral system, the Construction

Manager, or Contractor shall give the Local Union first preference to refer applicants, subject to the other provisions of this Article. The Construction Manager or the Contractor shall notify the Local Union of craft employees hired for Project Work within its jurisdiction from any source other than referral by the Union.

SECTION 3. NON-DISCRIMINATION IN REFERRALS

The Council and the Unions represent that each Local Union hiring hall and referral system will be operated in a non-discriminatory manner and in full compliance with all applicable federal, state and local laws and regulations that require equal employment opportunities. Referrals shall not be affected in any way by the rules, regulations, bylaws, constitutional provisions or any other aspects or obligations of union membership, policies or requirements and shall be subject to such other conditions as are established in this Article. No employment applicant shall be discriminated against by any referral system or hiring hall because of the applicant's union membership, or lack thereof.

SECTION 4. WORKFORCE DEVELOPMENT

The Parties recognize that the Project will require large numbers of craft personnel and other supporting workers. Therefore, it is the explicit understanding and intention of the Parties to use the opportunities provided by the length of the Project and the extensive amount of work to be covered by this Agreement to identify and promote, through cooperative efforts, programs, procedures, and ways to assist interested local residents in the surrounding communities of the Project, especially disadvantaged residents, in careers in the construction industry through apprenticeship programs. These efforts may include, for example, programs to prepare persons for entrance into formal

apprenticeship programs such as pre-apprenticeship programs, the Edward J. Malloy Initiative for Construction Skills, and any program that may be offered or approved by the BCTC/BCTD, and outreach programs to the community describing opportunities available as a result of the Project.

SECTION 5. UNION DUES

All employees covered by this Agreement shall be subject to the union security provisions contained in the applicable Collective Bargaining Agreement set forth in Schedule “A,” but only for the period of time during which they are performing on-site work, and only to the extent of tendering payment of the applicable union dues and assessments uniformly required for union membership in the Local Unions which represent the craft in which the employee is performing Project Work. No employee shall be discriminated against because of the employee's union membership or lack thereof. In the case of unaffiliated employees, the dues payment will be received by the Local Unions as an agency shop fee.

SECTION 6. CRAFT FOREPERSONS AND GENERAL FOREPERSONS

The selection of craft forepersons and/or general forepersons and the number of forepersons required shall be solely the responsibility of the Contractor. Craft forepersons shall work pursuant to the terms and conditions established under the relevant local collective bargaining agreements.

SECTION 7. APPRENTICES

Apprentices may be employed at the maximum ratios approved by the New York State Department of Labor for the relevant trade.

ARTICLE 5- UNION REPRESENTATION

SECTION 1. LOCAL UNION REPRESENTATIVE

Each Local Union representing Project Work employees shall be entitled to designate representative(s), and/or the Business Manager, who shall be afforded access to the Project.

SECTION 2. STEWARDS

a. Each Local Union shall have the sole discretion to select and designate any journey person as a Steward and an alternate Steward. The Union shall notify the Construction Manager and Contractor of the identity of the designated Steward (and alternate) prior to the assumption of such duties. Stewards shall not exercise supervisory functions and will receive the regular rate of pay for their craft classifications. There will be no non-working Stewards.

b. In addition to their work as an employee, the Stewards shall have the right to receive complaints or grievances and to discuss and assist in their adjustment with the Construction Manager and Contractor's appropriate supervisor. Each Steward shall be concerned with the employees of the Steward's trade but not any other trade. The Construction Manager and Contractor will not discriminate against the Steward in the proper performance of Union duties.

SECTION 3. LAYOFF OF A STEWARD

Contractors agree to notify the appropriate Union 24 hours prior to the layoff of a Steward, except in cases of discipline or discharge for just cause. If a Steward is protected against layoff pursuant to the terms of a Collective Bargaining Agreement listed on Schedule "A," such provision shall be recognized to the extent the Steward

possesses the necessary qualifications to perform Project Work required as determined by the Contractor employing the Steward.

In any case in which a Steward is discharged or disciplined for just cause, the Local Union involved shall be notified immediately by the Contractor.

ARTICLE 6 - MANAGEMENT'S RIGHTS

SECTION 1. RESERVATION OF RIGHTS

Except as expressly limited by a specific provision of the Schedule "A" Collective Bargaining Agreements and this Agreement, the Construction Manager and Contractors retain full and exclusive authority for the management of their operations including, but not limited to, the right to direct the Project work force, including determination as to the number of employees to be hired and the qualifications therefore; the promotion, transfer, layoff of its employees; or the discipline or discharge for just cause of its employees; the assignment and schedule of Project Work (subject to the New York Plan); the promulgation of reasonable work rules that are not inconsistent with this Agreement or rules common in the industry and are reasonably related to the nature of the Project Work; and the requirement, timing and number of employees to be utilized for overtime work. No rules, customs, or practices that limit or restrict productivity or efficiency of the individual shall be permitted.

SECTION 2. STANDARDS OF EXCELLENCE

The parties hereby adopt and incorporate the mutual obligations set forth in the Council's Standards of Excellence, annexed hereto as Schedule D, for the safe, efficient and productive completion of the Project.

ARTICLE 7 - WORK STOPPAGES AND LOCKOUTS

SECTION 1. NO STRIKES-NO LOCK OUT

There shall be no strikes, sympathy strikes, picketing, work stoppages, slowdowns, hand billing, demonstrations or other disruptive activity on Project Work for any reason by any Union or employee against the Owner/Developer, Construction Manager and Contractors or other employers. This Agreement, including the provisions of this Article, shall apply to all Project Work and any work that is not covered by this Agreement is not considered Project Work and shall not be covered by this provision of the Agreement. There shall be no lockout at this Project Work site by the Owner/Developer, Construction Manager or any Contractor. Contractors and Affiliated Unions shall use their best efforts to ensure compliance with this Section and to ensure uninterrupted construction and the free flow of traffic in the Project area for the duration of this Agreement. The Unions reserve all of their collective bargaining rights with respect to the negotiation of successor collective bargaining agreements.

SECTION 2. DISCHARGE FOR VIOLATION

The Construction Manager and/or Contractor may immediately discharge any employee violating Section 1 above.

SECTION 3. NOTIFICATION

If the Construction Manager or a Contractor contends that any Union has violated this Article, it will notify the Local Union involved advising of such fact, with copies of the notification to the Council. The Local Union shall instruct and order, and the Council shall request, and each shall otherwise use their best efforts to cause the employees (and where necessary the Council shall use its best efforts to cause the Local Union), to

immediately cease and desist from any violation of this Article. The Council shall not be liable for the unauthorized acts of a Local Union or its members. Similarly, a Local Union and its members will not be liable for any unauthorized acts of the Council or any other Union. Failure of the Construction Manager, or Contractor to give any notification set forth in this Article shall not excuse any violation of Section 1 of this Article.

SECTION 4. EXPEDITED ARBITRATION

The Construction Manager and any Contractor or Union alleging a violation of Section 1 of this Article may utilize the expedited procedure set forth below (in lieu of, or in addition to, any actions at law or equity that may be brought).

a. A party invoking this procedure shall notify Richard Adelman, as Arbitrator under this expedited arbitration procedure. Copies of such notification will be simultaneously sent to the alleged violator and Council.

b. The Arbitrator shall give notice as to time and place to the Construction Manager and Contractor involved, the Local Union involved, and the Council and shall hold a hearing within 48 hours of receipt of the notice invoking the procedure if it is contended that the violation still exists. The hearing will not, however, be scheduled for less than 24 hours after the notice required by Section 3, above. In the event that the Arbitrator is unavailable within such time, the parties may designate any other individual upon mutual agreement.

c. All notices pursuant to this Article may be provided by certified mail, telephone, telegraph, hand delivery, or fax, confirmed by overnight delivery, to the Arbitrator, Construction Manager or Contractor involved, and Local Union involved and the Council. The hearing shall be completed in one session, which shall not exceed 8

hours duration (no more than 4 hours being allowed to either side to present their case, and conduct their cross-examination) unless otherwise agreed. A failure of any Union, Construction Manager or Contractor to attend the hearing shall not delay the hearing of evidence by those present or the issuance of an award by the Arbitrator.

d. The sole issue at the hearing shall be whether a violation of Section 1, above, occurred. If a violation is found to have occurred, the Arbitrator shall issue a Cease and Desist Award restraining such violation and serve copies on the Construction Manager and/or Contractor and Union involved. The Arbitrator shall have no authority to consider any matter in justification, explanation or mitigation of such violation or to award damages (any damages issue is reserved solely for court proceedings, if any). The Award shall be issued in writing within 3 hours after the close of the hearing, and may be issued without an Opinion. If any involved party desires an Opinion, one shall be issued within 15 calendar days, but its issuance shall not delay compliance with, or enforcement of, the Award.

e. An Award issued under this procedure may be enforced by any court of competent jurisdiction upon the filing of this Agreement together with the Award. Notice of the filing of such enforcement proceedings shall be given to the Construction Manager, and/or Contractor involved, and the Union involved. In any court proceeding to obtain a temporary or preliminary order enforcing the Arbitrator's Award as issued under this expedited procedure, the Construction Manager, and/or Contractor involved and Union involved waive their right to a hearing and agree that such proceedings may be ex parte, provided notice is given to opposing counsel. Such agreement does not waive any party's

right to participate in a hearing for a final court order of enforcement, or in any contempt proceeding.

f. Any rights created by statute or law governing arbitration proceedings that are inconsistent with the procedure set forth in this Article, or which interfere with compliance thereto, are hereby waived by the Construction Manager, and/or Contractors and Unions to whom they accrue.

g. The fees and expenses of the Arbitrator shall be equally divided between the involved Contractor and Union.

SECTION 5. ARBITRATION OF DISCHARGES FOR VIOLATION

Procedures contained in Article 9 shall not be applicable to any alleged violation of this Article, with the single exception that an employee discharged for violation of Section 1, above, may have recourse to the procedures of Article 9 to determine only if the employee did, in fact, violate the provisions of Section 1 of this Article; but not for the purpose of modifying the discipline imposed where a violation is found to have occurred.

ARTICLE 8 – LABOR MANAGEMENT COMMITTEE

The Labor Management Committee ("Committee") will meet on a regular basis to: (1) promote harmonious relations among the Contractors and Affiliated Unions; (2) enhance safety awareness, cost effectiveness and productivity of construction operations; and (3) discuss matters relating to staffing, scheduling, safety and productivity. The Committee shall be jointly chaired by a designee of the Construction Manager and the Council. The Committee may include representatives of the Affiliated Unions and

Contractors involved in the issues being discussed. The Committee may conduct business through mutually agreed upon subcommittees.

SECTION 1. PRE-JOB CONFERENCES/JOB ASSIGNMENTS

All project work assignments shall be made by the Construction Manager, Contractors and subcontractors to Affiliated Unions or to unions affiliated with the Building and Construction Trades Department (“Building Trade Unions”), pursuant to the Green Book decisions of the New York Plan. The Labor Management Committee shall be formulated upon execution of this Agreement and shall convene a pre-job conference at least 45 days (or such lesser period as may be practical) prior to the Construction Manager’s mobilization on the job, which shall include all affected Contractors and trades, to resolve any issues with respect to scheduling and work assignments that have been made. No later than 10 days prior to beginning its work on the project site, each Contractor (including the Construction Manager) shall inform the Construction Manager of the identity of the Affiliated Union or Building Trades Union to which it intends to assign the work within the scope of its contract. The Construction Manager shall immediately forward that tentative assignment in writing to the Labor Management Committee, which may, prior to the Contractor (or Construction Manager) beginning its work, schedule a conference with the Contractor, the Construction Manager and interested Affiliated Unions or Building Trades Unions to discuss the tentative assignment. The Construction Manager shall make good faith efforts to ensure that the contracts it lets to contractors shall result in the assignment of the work involved to the Union(s) entitled to perform the work under prior New York Plan decisions. If, however, no Green Book decisions address the assignment of the particular work involved or the

respective trades are not in agreement, the Construction Manager or Contractor shall assign it in conformance with New York City BCTC area practice.

If the Labor Management Committee is unable to resolve any jurisdictional issue referred to it, the affected affiliated Local Union must submit the matter to the New York Plan for immediate resolution.

ARTICLE 9 - GRIEVANCE & ARBITRATION PROCEDURE
SECTION 1. PROCEDURE FOR RESOLUTION OF GRIEVANCES

Any question, dispute or claim arising out of, or involving the interpretation or application of this Agreement other than jurisdictional disputes or alleged violations of Article 7, Section 1, shall be considered a grievance and shall be resolved pursuant to the exclusive procedure of the steps described below, provided in all cases that the question, dispute or claim arose during the term of this Agreement.

Step 1:

a. When any employee covered by this Agreement feels aggrieved by a claimed violation of this Agreement, the employee shall, through the Local Union Business Representative or Shop Steward, give notice of the claimed violation to the Project Work site superintendent of the involved Contractor, and the Construction Manager. To be timely, such notice of the grievance must be given within seven business days after the act, occurrence or event, or knowledge thereof, giving rise to the grievance.

- The business representative of the Local Union or the job Steward and Project Work site representative of the involved Contractor shall meet and/or confer and endeavor to adjust the matter within 7 calendar days after timely notice has been given.

- If they fail to resolve the matter within the prescribed period, the grieving party, may, within seven business days thereafter, pursue Step 2 of the grievance procedure.
- Grievances and disputes settled at Step 1 are non-precedential except as to the specific Local Union, employee and Contractor directly involved unless the settlement is accepted, in writing, by the Construction Manager, (or designee) as creating a precedent.

b. Should any signatory to this Agreement have a dispute (excepting jurisdictional disputes or alleged violations of Article 7, Section 1) with any other signatory to this Agreement and, if after conferring, a settlement is not reached within 7 business days, the dispute shall proceed to Step 2 in the same manner as outlined in subparagraph (a) for the adjustment of employee grievances.

Step 2:

The Business Manager or designee of the involved Local Union, together with representatives of the involved Contractor, Council and the Construction Manager, (or designee), shall meet in Step 2 within 7 business days of a request, or as soon thereafter as practical, to endeavor to arrive at a satisfactory settlement.

Step 3:

a. If the grievance shall have been submitted but not resolved in Step 2, any of the Step 2 participants may, within 21 calendar days after the initial Step 2 meeting, submit the grievance to arbitration by requesting an arbitration hearing in writing (copies to other participants, including the Contractor, Council and Construction Manager (or

designee), to Richard Adelman, who shall act as the Arbitrator under this procedure. The Labor Arbitration Rules of the American Arbitration Association shall govern the conduct of the Arbitration Hearing. All Step 2 participants shall be parties. The decision of the Arbitrator shall be final and binding on the involved Contractor, Local Union and employees and the fees and expenses of such Arbitration shall be borne equally by the involved Contractor and Local Union.

b. Failure of the grieving party to adhere to the time limits set forth in this Article shall render the grievance null and void. These time limits may be extended only by written consent of the Construction Manager (or designee), the involved Contractor and the involved Local Union at the particular step where the extension is agreed upon. Any questions of fact regarding compliance with these procedures shall be determined by the Arbitrator. The Arbitrator shall have authority to make decisions only on the issues presented to him and shall not have the authority to change, add to, delete or modify any provision of this Agreement.

SECTION 2. LIMITATION AS TO RETROACTIVITY

No arbitration decision or award may provide retroactivity of any kind exceeding 60 calendar days prior to the notice of the grievance on the Construction Manager and the involved Contractor or Local Union.

SECTION 3. PARTICIPATION BY CONSTRUCTION MANAGER

The Construction Manager shall be notified by the involved Contractor of all actions at Steps 2 and 3, will receive all notices issued by the involved Union and the arbitrator and, at its election, may participate in full in all proceedings at these Steps, including Step 3 arbitration.

ARTICLE 10. JURISDICTIONAL DISPUTES

SECTION 1. ASSIGNMENTS

The procedures of the BCTC's New York Plan for the Settlement of Jurisdictional Disputes ("New York Plan") shall apply to the settlement of all jurisdictional disputes involving Project Work. All Project Work assignments shall be made by the Contractors to unions affiliated with the BCTC and/or BCTD consistent with the New York Plan and its Green Book decisions, if any. Where there are no applicable Green Book decisions, assignments shall be made in accordance with the provisions of the New York Plan and local industry practice.

SECTION 2. NO DISRUPTIONS

There will be no strikes, sympathy strikes, work stoppages, slowdowns, picketing or other disruptive activity of any kind arising out of any jurisdictional dispute. Pending the resolution of the dispute, Project Work shall continue uninterrupted and as assigned by the Contractor. No jurisdictional dispute shall excuse a violation of Article 7.

SECTION 3. NO INTERFERENCE WITH WORK

There shall be no interference or interruption of any kind with Project Work while any jurisdictional dispute is being resolved. Project Work shall proceed as assigned by the Contractors until finally resolved under the applicable procedure of this Article. The award shall be confirmed in writing to the involved parties. There shall be no strike, work stoppage or interruption in protest of any such award.

ARTICLE 11 - WAGES AND BENEFITS

SECTION 1. CLASSIFICATION AND BASE HOURLY RATE

All employees covered by this Agreement shall be classified in accordance with the work performed and paid the base hourly wage and fringe benefit rates for those

classifications as specified in the Schedules "A," as amended during the term of this Agreement, or as set forth in the attached Schedule "B."

SECTION 2. EMPLOYEE BENEFITS

a. The Contractors agree to promptly pay contributions on behalf of all employees covered by this Agreement to those established jointly trustee employee benefit funds set forth in the applicable Collective Bargaining Agreements in Schedule "A."

b. The Contractors agree to be bound by the written terms of the legally-established jointly trustee Trust Agreements specifying the detailed basis on which payments are to be paid into and benefits paid out of such Trust Funds but only with regard to Project Work done under this Agreement and only for those employees to whom this Agreement requires such benefit payments.

c. In return for the Local Unions not striking over alleged benefit fund delinquencies for work performed on this project, the Construction Manager agrees to withhold from outstanding monies due an allegedly delinquent Contractor/subcontractor, such amounts as the Fund or Union claim are due and to retain such amount for the benefit of the Fund upon submission of a Delinquency Notice.

- i. A Delinquency Notice shall be a written notice from a fringe benefit fund ("Fund") or local union ("Union") stating that monies are owed to a Fund for work performed on the Project. All Delinquency Notices shall be submitted to the delinquent Contractor and the and Construction Manager.
- ii. Where a Delinquency Notice is submitted within forty-five (45) days of the last day of the month in which the work was performed for which contributions are

delinquent, no claim may be made by the Construction Manager that monies are unavailable from which to make the otherwise required withholding, and the amounts claimed shall be retained for the benefit of the Fund.

iii. Submission of a Delinquency Notice beyond the above referenced period shall not excuse the required withholding if when the Construction Manager, receives the Delinquency Notice, monies are or subsequently become due to the allegedly delinquent Contractor/subcontractor.

d. Any dispute by the Contractor or Construction Manager, concerning the amounts claimed in the Delinquency Notice shall be stated in writing no later than ten (10) calendar days from the date of the Delinquency Notice. Any such dispute shall be resolved, at the option of the Fund or Local Union, pursuant to the Expedited Arbitration procedures set forth in this Agreement

e. In the event the matter proceeds to arbitration, and the Arbitrator finds the delinquent Contractor owes monies to the Fund, the Arbitrator shall issue an Award (the "Award"). The Award shall set forth that there is a delinquency in required Fund contributions; the amount of the delinquency plus any interest, costs or fees owed; the manner in which the Award shall be served upon the delinquent Contractor; and the Award shall order the contractor to remit the amount owed within 48 hours of the date and time the Award is served. The Union shall be permitted to withdraw and withhold its labor if the amount awarded in the Arbitrator's Award is not paid within the prescribed period. The only defense the allegedly delinquent Contractor may proffer at a hearing

called pursuant to the Expedited Arbitration provisions herein, is that it is not delinquent in its obligations to the Funds.

f. In the event there is no dispute, or there is a dispute about part but not all of the monies claimed to be owed, the Construction Manager shall promptly remit to the Fund all monies the Fund claimed are owed which the delinquent contractor does not dispute. In the event of an arbitral award, the Construction Manager shall promptly remit such amounts as determined by the Arbitrator.

g. Upon full remittance to the Fund of either the undisputed delinquent amount or the amount awarded by the Arbitrator, the Construction Manager shall be discharged of any further duty under this Agreement with respect to the dispute and any retained funds.

h. This delinquency provision is not to be construed as creating a debt or any other liability on the part of the Construction Manager to the Union or to any Fund for any delinquent contributions payable by the defaulting Contractor or subcontractor. However, if the Construction Manager fails to comply with its withholding or payment obligations as set forth above, the Union may, upon five calendar days notice to the Construction Manager and delinquent Contractor, apply to an Arbitrator under Article 11, Section 1 for liquidated damages from the Construction Manager, which shall be no less than two times the principal and interest owed to the Fund by the delinquent Contractor(s) in question; the Arbitrator shall award at least this amount to the Fund, unless he determines that to do so would result in a manifest injustice.

i. The cost of the arbitration shall be borne by the Contractor if the Fund or the Union prevails; otherwise, the parties shall split the costs. It is recognized that the Unions and Funds may use all contractual rights under their respective Collective Bargaining Agreements and/or trust documents, except to the extent that such rights are inconsistent with Article 7, Section 1, or any other express provision of this Agreement.

ARTICLE 12 - HOURS OF WORK

SECTION 1. WORK WEEK AND WORK DAY

A. The standard work week shall be Monday through Friday. The standard work day shall be 8 hours at straight time rates, plus a 1/2 hour unpaid lunch period each day.

B. In accordance with Project Work needs, the Contractor, with the consent of the Construction Manager, will have discretion in setting the start of the work day at the commencement of the job. The starting times may range from 6:00 a.m. to 8:00 a.m. Where a Local Union has already agreed to staggered starting times in Schedule "A" or Schedule "B," deference shall be afforded to that Local Union.

C. Starting times per trade may only be changed pursuant to the terms of the Schedule "A" collective bargaining agreements or, in the event the collective bargaining agreement contains no applicable provision, upon no less than ten (10) days notice to the affected trade.

D. To the extent that starting times are staggered between the trades, lunch periods may be staggered accordingly between trades but not per trade.

E. There shall be one ten-minute morning and one ten-minute afternoon coffee break at the work stations per trade.

SECTION 2. OVERTIME

Overtime shall be paid for hours outside the standard work week and work day described above in paragraph 1(A), only in accordance with the applicable Schedule "A" collective bargaining agreements or pursuant to the applicable Schedule "B" Agreement. There shall be no pyramiding of overtime.

SECTION 3. SHIFTS

Shifts may only be scheduled and paid in accordance with the applicable Schedule "A" Collective Bargaining Agreements or pursuant to the applicable Schedule "B" Agreement.

SECTION 4. HOLIDAYS

There shall be eight standard holidays as follows ("Holidays"):

New Year's Day

Martin Luther King Jr. Day

Presidents Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

Work performed on the above referenced Holidays shall be paid in accordance with the treatment of those holidays in the Affiliated Unions' respective collective bargaining agreements. It is agreed that Christmas Eve and New Years Eve shall be treated pursuant to Schedule "A" Agreements.

SECTION 5. SATURDAY MAKE-UP DAYS

Saturday make-up days may be scheduled and paid in accordance with the Schedule “A” Collective Bargaining Agreements or as set forth in the appropriate Schedule “B” Agreement.

ARTICLE 13 – TEMPORARY SERVICES

Temporary services shall only be required upon the specific request of the Construction Manager in accordance with the applicable Schedule “B” Agreements. When requested they shall be provided by the employees represented by the appropriate affiliated Union with jurisdiction and subject to the New York Plan.

ARTICLE 14 - SAFETY PROTECTION OF PERSON AND PROPERTY

SECTION 1. SAFETY REQUIREMENTS

Each Contractor will ensure that applicable OSHA and safety requirements, as appropriately applied to particular trades, are at all times maintained on the Project Work site and the employees and Unions agree to cooperate fully with these efforts. Employees must perform their work at all times in a safe manner and protect themselves and the property of the Contractor, the Construction Manager from injury or harm, to the extent consistent with their obligations under the law, rules or regulations.

SECTION 2. SITE RULES

The Construction Manager and the Contractors shall establish reasonable work rules that are not inconsistent with this Agreement or rules common in the industry and are reasonably related to the nature of Project Work. These rules will be explained at the pre-job conferences and posted at the Project Work site and may be amended thereafter as necessary.

ARTICLE 15- NO DISCRIMINATION

SECTION 1. COOPERATIVE EFFORTS

The Contractors and Unions agree that they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, national origin, marital status, age or any other status protected by law, in any manner prohibited by law or regulation.

SECTION 2. LANGUAGE OF AGREEMENT

The use of the masculine or feminine gender in this Agreement shall be construed as including both genders.

ARTICLE 16. DURATION

This Agreement shall apply to Project Work beginning upon full effectiveness in accordance with Article 2, Section 2 herein and shall thereafter remain in effect for the duration of the Project Work.

ARTICLE 17. SAVINGS AND SEPARABILITY

SECTION 1. THIS AGREEMENT

In the event that the application of any provision of this Agreement is enjoined, on either an interlocutory or permanent basis, or is otherwise determined to be in violation of law, the provision involved shall be rendered temporarily or permanently null and void, but where practicable the remainder of the Agreement shall remain in full force and effect to the extent allowed by law, unless the part or parts so found to be in violation of law are wholly inseparable from the remaining portions of the Agreement and/or are material to the purposes of the Agreement. In the event a court of competent jurisdiction finds any portion of the Agreement to be invalid, the parties will immediately enter into negotiations concerning the substance affected by such decision for achieving

conformity with the court determination and the intent of the parties hereto for contracts to be let in the future.

SECTION 2. THE BID SPECIFICATIONS

In the event that the Construction Manager's bid documents, or other action, requiring that a successful bidder become signatory to this Agreement is enjoined, on either an interlocutory or permanent basis, or is otherwise determined to be in violation of law, such requirement shall be rendered, temporarily or permanently, null and void, but where practicable the Agreement shall remain in full force and effect to the extent allowed by law. In such event, the Agreement shall remain in effect for contracts already bid and awarded or in construction only where the Contractors voluntarily accept the Agreement. The Parties will enter into negotiations to modify to the Agreement to reflect the court or other action taken and the intent of the Parties to let contracts in the future.

SECTION 3. NON-WAIVER

a. Nothing in this Article shall be construed as waiving the prohibitions of Article 7 as to signatory Contractors and Unions.

b. Nothing in this Agreement is intended to be or shall be construed as a waiver by any Affiliated Union of any prevailing wage determination or schedule that is applicable to their trade for any public work that has been or may be performed in the future on any work outside the scope of this Agreement.

c. Nothing contained in this Agreement is intended to be or shall be construed as a waiver by any signatory Affiliated Union of any more favorable term or condition of employment that be contained in a collective bargaining agreement applicable to work outside the scope of this Agreement.

ARTICLE 18 - FUTURE CHANGES IN SCHEDULE “A” AREA CONTRACTS

SECTION 1. CHANGES TO AREA CONTRACTS

The Collective Bargaining Agreements in Schedule “A” to this Agreement shall continue in full force and effect until the Contractors and/or Union parties to the Area Collective Bargaining Agreements notify the Construction Manager, in writing of the changes to both wages and fringes agreed to in that Area Collective Bargaining that are applicable to work covered by this Agreement and the effective dates of the changes. The Unions reserve all of their collective bargaining rights with respect to the negotiation of successor collective bargaining agreements.

ARTICLE 19 – HELMETS TO HARDHATS

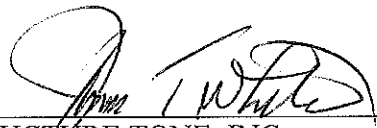
SECTION 1.

The Employers and the Unions recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The Employers and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter “Center”) and the Center’s “Helmets to Hardhats” program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the parties.

SECTION 2.


The Unions and Contractors agree to coordinate with the Center to create and maintain an integrated database of veterans interested in working on this Project and of apprenticeship and employment opportunities for this Project. To the extent permitted by law, the Unions will give credit to such veterans for bona fide, provable past experience.

IN WITNESS WHEREOF the Parties have caused this Agreement to be executed and effective upon execution of the parties hereto.



STRUCTURE TONE, INC.
Construction Manager – Executive Officer

Dated: 3-15-2012



Gary LaBarbera, President
Building and Construction Trades Council
of Greater New York

Dated: 6/13/12

AETN – 227 & 235 East 45th Street – Revised 2011 ER PLA

FOR THE LOCAL UNIONS:

Boiler Makers Local No. 5

By: _____

Date: _____

Concrete Workers District Council No. 16

By: _____

Date: _____

Drywall Tapers 1974 DC 9

By: _____

Date: _____

Glaziers Local Union No. 1281 DC 9

By: _____

Date: _____

Heat & Frost Insulators Local Union No. 12A

By: _____

Date: _____

Iron Workers Local No. 40

By: _____

Date: _____

Carpenters District Council

By:  _____

Date: 5-7-12 _____

Cement Masons No. 780

By: _____

Date: _____

Derrickmen and Riggers Local Union No. 197

By: _____

Date: _____

Electrical Local No. 3

By: _____

Date: _____

Heat & Frost Insulators
Local Union No. 12

By: _____

Date: _____

Laborers Local 1010 Pavers and Road Builders District
Council

By: _____

Date: _____

Mar. 21. 2012 2:18PM

No. 0373 P. 2/5

AETN - 227 & 235 East 45th Street - Revised 2011 ER PLA

FOR THE LOCAL UNIONS:

Boiler Makers Local No. 5

By: _____

Date: _____

Concrete Workers District Council No. 16

By: _____

Date: _____

Drywall Tapers 1974 DC 9

By: _____

Date: _____

Glaziers Local Union No. 1281 DC 9

By: _____

Date: _____

Heat & Frost Insulators Local Union No. 12A

By: _____

Date: _____

Iron Workers Local No. 40

By: Robert W. Walski

Date: 3-22-2012

Carpenters District Council

By: _____

Date: _____

Cement Masons No. 780

By: _____

Date: _____

Derrickmen and Riggers Local Union No. 197

By: _____

Date: _____

Electrical Local No. 3

By: _____

Date: _____

Heat & Frost Insulators
Local Union No. 12

By: _____

Date: _____

Laborers Local 1010 Pavers and Road Builders District
Council

By: _____

Date: _____

AETN – 227 & 235 East 45th Street – Revised 2011 ER PLA

FOR THE LOCAL UNIONS:

Boiler Makers Local No. 5

By: _____

Date: _____

Concrete Workers District Council No. 16

By: _____

Date: _____

Drywall Tapers 1974 DC 9

By: _____

Date: _____

Glaziers Local Union No. 1281 DC 9

By: _____

Date: _____

Heat & Frost Insulators Local Union No. 12A

By: _____

Date: _____

Iron Workers Local No. 40

By: _____

Date: _____

Carpenters District Council

By: _____

Date: _____

Cement Masons No. 780

By: *Angelo Squinella*

Date: *3/28/12*

Derrickmen and Riggers Local Union No. 197

By: _____

Date: _____

Electrical Local No. 3

By: _____

Date: _____

Heat & Frost Insulators
Local Union No. 12

By: *Wally G...*

Date: *3-28-2012*

Laborers Local 1010 Pavers and Road Builders District
Council

By: _____

Date: _____

AETN - 227 & 235 East 45th Street - Revised 2011 ER PLA

FOR THE LOCAL UNIONS:
Boiler Makers Local No. 5

By: _____

Date: _____

Concrete Workers District Council No. 16

By: _____

Date: _____

Drywall Tapers 1974 DC 9

By: _____

Date: _____

Glaziers Local Union No. 1281 DC 9

By: _____

Date: _____

Heat & Frost Insulators Local Union No. 12A

By: _____

Date: _____

Iron Workers Local No. 40

By: _____

Date: _____

Carpenters District Council

By: _____

Date: _____

Cement Masons No. 780

By: _____

Date: _____

Derrickmen and Riggers Local Union No. 197

By: *William D Hayes*

Date: *3/27/12*

Electrical Local No. 3

By: _____

Date: _____

Heat & Frost Insulators
Local Union No. 12

By: _____

Date: _____

Laborers Local 1010 Pavers and Road Builders District
Council

By: _____

Date: _____

Mar. 26. 2012 9:05AM

No. 0411 P. 2/4

AETN - 227 & 235 East 45th Street - Revised 2011 ER PLA

FOR THE LOCAL UNIONS:

Boiler Makers Local No. 5

By: _____

Date: _____

Concrete Workers District Council No. 16

By: _____

Date: _____

Drywall Tapers 1974 DC 9

By: _____

Date: _____

Glaziers Local Union No. 1281 DC 9

By: _____

Date: _____

Heat & Frost Insulators Local Union No. 12A

By: _____

Date: _____

Iron Workers Local No. 40

By: Robert W. Wabala

Date: 3-26-2012

Carpenters District Council

By: _____

Date: _____

Cement Masons No. 780

By: _____

Date: _____

Derrickmen and Riggers Local Union No. 197

By: _____

Date: _____

Electrical Local No. 3

By: _____

Date: _____

Heat & Frost Insulators
Local Union No. 12

By: _____

Date: _____

Laborers Local 1010 Pavers and Road Builders District
Council

By: _____

Date: _____

Mar. 19. 2012 10:40AM

No. 0316 P. 2/4

AETN - 227 & 235 East 45th Street - Revised 2011 ER PLA

FOR THE LOCAL UNIONS:
Boiler Makers Local No. 5

By: _____

Date: _____

Concrete Workers District Council No. 16

By: _____

Date: _____

Drywall Tapers 1974 DC 9

By: _____

Date: _____

Glaziers Local Union No. 1281 DC 9

By: _____

Date: _____

Heat & Frost Insulators Local Union No. 12A

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Date: _____

Iron Workers Local No. 40

By: _____

Date: _____

Carpenters District Council

By: _____

Date: _____

Cement Masons No. 780

By: _____

Date: _____

Derrickmen and Riggers Local Union No. 197

By: _____

Date: _____

Electrical Local No. 3

By: _____

Date: _____

Heat & Frost Insulators
Local Union No. 12

By: _____

Date: _____

Laborers Local 1010 Pavers and Road Builders District
Council

By: *[Handwritten Signature]*

Date: 3/19/12

AETN - 227 & 235 East 45th Street - Revised 2011 ER PLA

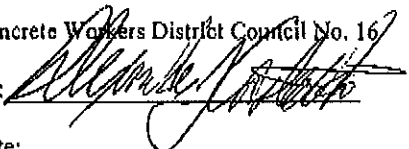
FOR THE LOCAL UNIONS:

Boiler Makers Local No. 5

By: _____

Date: _____

Concrete Workers District Council No. 16

By: 

Date: _____

Drywall Tapers 1974 DC 9

By: _____

Date: _____

Glaziers Local Union No. 1281 DC 9

By: _____

Date: _____

Heat & Frost Insulators Local Union No. 12A

By: _____

Date: _____

Iron Workers Local No. 40

By: _____

Date: _____

Carpenters District Council

By: _____

Date: _____

Cement Masons No. 780

By: _____

Date: _____

Derrickmen and Riggers Local Union No. 197

By: _____

Date: _____

Electrical Local No. 3

By: _____

Date: _____

Heat & Frost Insulators
Local Union No. 12

By: _____

Date: _____

Laborers Local 1010 Pavers and Road Builders District
Council

By: _____

Date: _____

AETN – 227 & 235 East 45th Street – Revised 2011 ER PLA

FOR THE LOCAL UNIONS:

Boiler Makers Local No. 5

By: _____

Date: _____

Concrete Workers District Council No. 16

By: _____

Date: _____

Drywall Tapers 1974 DC 9

By: _____

Date: _____

Glaziers Local Union No. 1281 DC 9

By: *William Cepeda*

Date: *3/21/12*

Heat & Frost Insulators Local Union No. 12A

By: _____

Date: _____

Iron Workers Local No. 40

By: _____

Date: _____

Carpenters District Council

By: _____

Date: _____

Cement Masons No. 780

By: _____

Date: _____

Derrickmen and Riggers Local Union No. 197

By: _____

Date: _____

Electrical Local No. 3

By: _____

Date: _____

Heat & Frost Insulators
Local Union No. 12

By: _____

Date: _____

Laborers Local 1010 Pavers and Road Builders District
Council

By: _____

Date: _____

AETN - 227 & 235 East 45th Street - Revised 2011 ER PLA

FOR THE LOCAL UNIONS:
Boiler Makers Local No. 5

By: _____

Date: _____

Concrete Workers District Council No. 16

By: _____

Date: _____

Drywall Tapers 1974 DC 9

By: _____

Date: _____

Glaziers Local Union No. 1281 DC 9

By: _____

Date: _____

Heat & Frost Insulators Local Union No. 12A

By: _____

Date: _____

Iron Workers Local No. 40

By: _____

Date: _____

Carpenters District Council

By: _____

Date: _____

Cement Masons No. 780

By: _____

Date: _____

Derrickmen and Riggers Local Union No. 197

By: _____

Date: _____

Electrical Local No. 3

By: *Christopher Eikson*

Date: *3/19/12*

Heat & Frost Insulators
Local Union No. 12

By: _____

Date: _____

Laborers Local 1010 Pavers and Road Builders District
Council

By: _____

Date: _____

AETN - 227 & 235 East 45th Street - Revised 2011 ER PLA

FOR THE LOCAL UNIONS:

Boiler Makers Local No. 5

By: _____

Date: _____

Concrete Workers District Council No. 16

By: _____

Date: _____

Drywall Tapers 1974 DC 9

By: _____

Date: _____

Glaziers Local Union No. 1281 DC 9

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Date: _____

Heat & Frost Insulators Local Union No. 12A

By: _____

Date: _____

Iron Workers Local No. 40

By: _____

Date: _____

Carpenters District Council

By: _____

Date: _____

Cement Masons No. 780

By: _____

Date: _____

Derrickmen and Riggers Local Union No. 197

By: _____

Date: _____

Electrical Local No. 3

By: _____

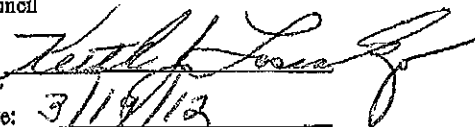
Date: _____

Heat & Frost Insulators
Local Union No. 12

By: _____

Date: _____

Laborers Local 1010 Pavers and Road Builders District
Council

By:  _____

Date: 3/19/12 _____

Mar. 19. 2012 10:24AM

AETN - 227 & 235 East 45th Street - Revised 2011 ER PLA

FOR THE LOCAL UNIONS:
Boiler Makers Local No. 5

By: _____

Date: _____

Concrete Workers District Council No. 16

By: _____

Date: _____

Drywall Tapers 1974 DC 9

By: *Joseph Sindani*

Date: *3/19/12*

Glaziers Local Union No. 1281 DC 9

By: _____

Date: _____

Heat & Frost Insulators Local Union No. 12A

By: _____

Date: _____

Iron Workers Local No. 40

By: _____

Date: _____

Carpenters District Council

By: _____

Date: _____

Cement Masons No. 780

By: _____

Date: _____

Demolition and Riggers Local Union No. 197

By: _____

Date: _____

Electrical Local No. 3

By: _____

Date: _____

Heat & Frost Insulators
Local Union No. 12

By: _____

Date: _____

Laborers Local 1010 Pavers and Road Builders District
Council

By: _____

Date: _____

AETN - 227 & 235 East 45th Street - Revised 2011 ER PLA

FOR THE LOCAL UNIONS:
Boiler Makers Local No. 5

By: _____

Date: _____

Concrete Workers District Council No. 16

By: _____

Date: _____

Drywall Tapers 1974 DC 9

By: _____

Date: _____

Glaziers Local Union No. 1281 DC 9

By: _____

Date: _____

Heat & Frost Insulators Local Union No. 12A

By: *James Vela Vela*

Date: *3/19/2012*

Iron Workers Local No. 40

By: _____

Date: _____

Carpenters District Council

By: _____

Date: _____

Cement Masons No. 780

By: _____

Date: _____

Derrickmen and Riggers Local Union No. 197

By: _____

Date: _____

Electrical Local No. 3

By: _____

Date: _____

Heat & Frost Insulators
Local Union No. 12

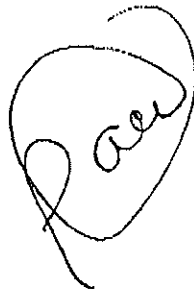
By: _____

Date: _____

Laborers Local 1010 Pavers and Road Builders District
Council

By: _____

Date: _____



AETN - 227 & 235 East 45th Street - Revised 2011 ER PLA

FOR THE LOCAL UNIONS:
Boiler Makers Local No. 5

By: _____

Date: _____

Concrete Workers District Council No. 16

By: _____

Date: _____

Drywall Tapers 1974 DC 9

By: _____

Date: _____

Glaziers Local Union No. 1281 DC 9

By: _____

Date: _____

Heat & Frost Insulators Local Union No. 12A

By: _____

Date: _____

Iron Workers Local No. 40

By: _____

Date: _____

Carpenters District Council

By: _____

Date: _____

Cement Masons No. 780

By: _____

Date: _____

Derrickmen and Riggers Local Union No. 197

By: _____

Date: _____

Electrical Local No. 3

By: *Christopher Eubank*

Date: *3/19/2012*

Heat & Frost Insulators
Local Union No. 12

By: _____

Date: _____

Laborers Local 1010 Pavers and Road Builders District
Council

By: _____

Date: _____

AETN - 227 & 235 East 45th Street - Revised 2011 ER PLA

FOR THE LOCAL UNIONS:

Boiler Makers Local No. 5

By: [Signature]

Date: 3/20/12

Concrete Workers District Council No. 16

By: _____

Date: _____

Drywall Tapers 1974 DC 9

By: _____

Date: _____

Glaziers Local Union No. 1281 DC 9

By: _____

Date: _____

Heat & Frost Insulators Local Union No. 12A

By: _____

Date: _____

Iron Workers Local No. 40

By: _____

Date: _____

Carpenters District Council

By: _____

Date: _____

Cement Masons No. 780

By: _____

Date: _____

Derrickmen and Riggers Local Union No. 197

By: _____

Date: _____

Electrical Local No. 3

By: _____

Date: _____

Heat & Frost Insulators
Local Union No. 12

By: _____

Date: _____

Laborers Local 1010 Pavers and Road Builders District
Council

By: _____

Date: _____

AETN – 227 & 235 East 45th Street – Revised 2011 ER PLA

Local 79 Construction and General Building Laborers

By: _____

Date: _____

Metal Lathers Local No. 46

By:  _____

Date: 3/29/12

Metal Polishers District Council #9

By: _____

Date: _____

Painters District Council # 9

By: _____

Date: _____

Painters, Decorators & Wallcoverers DC 9

By: _____

Date: _____

Painters Structural Steel No. 806

By: _____

Date: _____

Plumbers No. 1

By: _____

Date: _____

Iron Workers District Council

By: _____

Date: _____

Iron Workers Local No. 361

By: _____

Date: _____

Laborers Local No. 29 Blasters and Drillers

By: _____

Date: _____

Laborers Local No. 78 Asbestos & Lead Abatement

By: _____

Date: _____

Laborers Local No. 731 Excavators

By: _____

Date: _____

AETN -- 227 & 235 East 45th Street -- Revised 2011 ER PLA

Local 79 Construction and General Building Laborers

By: [Signature]

Date: 3/19/2012

Metal Lathers Local No. 46

By: _____

Date: _____

Metal Polishers District Council #9

By: _____

Date: _____

Painters District Council #9

By: _____

Date: _____

Painters, Decorators & Wallcoverers DC 9

By: _____

Date: _____

Painters Structural Steel No. 806

By: _____

Date: _____

Plumbers No. 1

By: _____

Date: _____

Iron Workers District Council

By: _____

Date: _____

Iron Workers Local No. 361

By: _____

Date: _____

Laborers Local No. 29 Blasters and Drillers

By: _____

Date: _____

Laborers Local No. 78 Asbestos & Lead Abatement

By: _____

Date: _____

Laborers Local No. 731 Excavators

By: _____

Date: _____

AETN – 227 & 235 East 45th Street – Revised 2011 ER PLA

Local 79 Construction and General Building Laborers

By: _____

Date: _____

Metal Lathers Local No. 46

By: _____

Date: _____

Metal Polishers District Council #9

By: _____

Date: _____

Painters District Council # 9

By: _____

Date: _____

Painters, Decorators & Wallcoverers DC 9

By: _____

Date: _____

Painters Structural Steel No. 806

By: _____

Date: _____

Plumbers No. 1

By: _____

Date: _____

Iron Workers District Council

By: _____

Date: _____

Iron Workers Local No. 361

By: _____

Date: _____

Laborers Local No. 29 Blasters and Drillers

By: *Thomas [Signature]*

Date: MAR 27 2012

Laborers Local No. 78 Asbestos & Lead Abatement

By: _____

Date: _____

Laborers Local No. 731 Excavators

By: _____

Date: _____

AETN - 227 & 235 East 45th Street - Revised 2011 ER PLA

Local 79 Construction and General Building Laborers

By: _____

Date: _____

Metal Lathers Local No. 46

By: _____

Date: _____

Metal Polishers District Council #9

By: _____

Date: _____

Painters District Council #9

By: _____

Date: _____

Painters, Decorators & Wallcoverers DC 9

By: _____

Date: _____

Painters Structural Steel No. 806

By: _____

Date: _____

Plumbers No. 1

By: _____

Date: _____

Iron Workers District Council

By: _____

Date: _____

Iron Workers Local No. 361

By: _____

Date: _____

Laborers Local No. 29 Blasters and Drillers

By: *Thomas Kuss*

Date: MAR 27 2012

Laborers Local No. 78 Asbestos & Lead Abatement

By: _____

Date: _____

Laborers Local No. 731 Excavators

By: _____

Date: _____

AETN – 227 & 235 East 45th Street – Revised 2011 ER PLA

Local 79 Construction and General Building Laborers

By: _____

Date: _____

Metal Lathers Local No. 46

By: _____

Date: _____

Metal Polishers District Council #9

By: *J. H. R. R.*

Date: 3/21/2012

Painters District Council # 9

By: *J. H. R. R.*

Date: 3/21/2012

Painters, Decorators & Wallcoverers DC 9

By: *J. H. R. R.*

Date: 3/21/2012

Painters Structural Steel No. 806

By: *J. H. R. R.*

Date: 3/21/2012

Plumbers No. 1

By: _____

Date: _____

Iron Workers District Council

By: _____

Date: _____

Iron Workers Local No. 361

By: _____

Date: _____

Laborers Local No. 29 Blasters and Drillers

By: _____

Date: _____

Laborers Local No. 78 Asbestos & Lead Abatement

By: _____

Date: _____

Laborers Local No. 731 Excavators

By: _____

Date: _____

Mar. 21. 2012 2:37PM

No. 0373 P. 3/5

AETN - 227 & 235 East 45th Street - Revised 2011 BR PLA

Local 79 Construction and General Building Laborers

By: _____

Date: _____

Metal Lathers Local No. 46

By: _____

Date: _____

Metal Polishers District Council #9

By: _____

Date: _____

Painters District Council # 9

By: _____

Date: _____

Painters, Decorators & Wallcoverers DC 9

By: _____

Date: _____

Painters Structural Steel No. 806

By: _____

Date: _____

Plumbers No. 1

By: _____

Date: _____

Iron Workers District Council

By: _____

Date: _____

Iron Workers Local No. 361,
Not my jurisdiction
By: *Richard O'Keane*

Date: *March 26th, 2012*

Laborers Local No. 29 Blasters and Drillers

By: _____

Date: _____

Laborers Local No. 78 Asbestos & Lead Abatement

By: _____

Date: _____

Laborers Local No. 731 Excavators

By: _____

Date: _____

Mar. 19. 2012 11:21AM

No. 0316 P. 3/4

AETN - 227 & 235 East 45th Street - Revised 2011 ER PLA

Local 79 Construction and General Building Laborers

By: _____

Date: _____

Metal Lathers Local No. 46

By: _____

Date: _____

Metal Polishers District Council #9

By: _____

Date: _____

Painters District Council # 9

By: _____

Date: _____

Painters, Decorators & Wallcoverers DC 9

By: _____

Date: _____

Painters Structural Steel No. 806

By: _____

Date: _____

Plumbers No. 1

By: _____

Date: _____

Iron Workers District Council

By: _____

Date: _____

Iron Workers Local No. 361

By: _____

Date: _____

Laborers Local No. 29 Blasters and Drillers

By: _____

Date: _____

Laborers Local No. 78 Asbestos & Lead Abatement

By: 

Date: 3-21-12

Laborers Local No. 731 Excavators

By: _____

Date: _____

AETN - 227 & 235 East 45th Street - Revised 2011 ER PLA

Local 79 Construction and General Building Laborers

By: _____

Date: _____

Metal Lathers Local No. 46

By: _____

Date: _____

Metal Polishers District Council #9

By: _____

Date: _____

Painters District Council # 9

By: _____

Date: _____

Painters, Decorators & Wallcoverers DC 9

By: _____

Date: _____

Painters Structural Steel No. 806

By: _____

Date: _____

Plumbers No. 1

By: _____

Date: _____

Iron Workers District Council

By: _____

Date: _____

Iron Workers Local No. 361

By: _____

Date: _____

Laborers Local No. 29 Blasters and Drillers

By: _____

Date: _____

Laborers Local No. 78 Asbestos & Lead Abatement

By: _____

Date: _____

Laborers Local No. 731 Excavators

By: _____

Date: _____

Joseph D. ...
Date: 3/19/2012.

AETN -- 227 & 235 East 45th Street -- Revised 2011 ER PLA

Local 79 Construction and General Building Laborers

By: _____

Date: _____

Metal Lathers Local No. 46

By: _____

Date: _____

Metal Polishers District Council #9

By: _____

Date: _____

Painters District Council # 9

By: _____

Date: _____

Painters, Decorators & Wallcoverers DC 9

By: _____

Date: _____

Painters Structural Steel No. 806

By: _____

Date: _____

Plumbers No. 1

By: _____

Date: _____

Iron Workers District Council

By: *Edward J. Walsh*

Date: *3-19-2012*

Iron Workers Local No. 361

By: _____

Date: _____

Laborers Local No. 29 Blasters and Drillers

By: _____

Date: _____

Laborers Local No. 78 Asbestos & Lead Abatement

By: _____

Date: _____

Laborers Local No. 731 Excavators

By: _____

Date: _____

AETN - 227 & 235 East 45th Street - Revised 2011 ER PLA

Local 79 Construction and General Building Laborers

By: [Signature]

Date: 3/19/2012

Metal Lathers Local No. 46

By: _____

Date: _____

Metal Polishers District Council #9

By: _____

Date: _____

Painters District Council # 9

By: _____

Date: _____

Painters, Decorators & Wallcoverers DC 9

By: _____

Date: _____

Painters Structural Steel No. 806

By: _____

Date: _____

Plumbers No. 1

By: _____

Date: _____

Iron Workers District Council

By: _____

Date: _____

Iron Workers Local No. 361

By: _____

Date: _____

Laborers Local No. 29 Blasters and Drillers

By: _____

Date: _____

Laborers Local No. 78 Asbestos & Lead Abatement

By: _____

Date: _____

Laborers Local No. 731 Excavators

By: _____

Date: _____

AETN – 227 & 235 East 45th Street – Revised 2011 ER PLA

Local 79 Construction and General Building Laborers

By: _____

Date: _____

Metal Lathers Local No. 46

By: _____

Date: _____

Metal Polishers District Council #9

By: _____

Date: _____

Painters District Council # 9

By: _____

Date: _____

Painters, Decorators & Wallcoverers DC 9

By: _____

Date: _____

Painters Structural Steel No. 806

By: _____

Date: _____

Plumbers No. 1

By: George W. Kelly

Date: March 20, 2012

Iron Workers District Council

By: _____

Date: _____

Iron Workers Local No. 361

By: _____

Date: _____

Laborers Local No. 29 Blasters and Drillers

By: _____

Date: _____

Laborers Local No. 78 Asbestos & Lead Abatement

By: _____

Date: _____

Laborers Local No. 731 Excavators

By: _____

Date: _____

AETN - 227 & 235 East 45th Street - Revised 2011 ER PLA

Ornamental Iron Workers No. 580

By: _____

Date: _____

Sheet Metal Workers Local No. 28

By: _____

Date: _____

Tennisters Local Union 814

By: _____

Date: _____

Plasterers Local Union No. 262

By: _____

Date: _____

Roofers & Waterproofers
No. 8

By: _____

Date: _____

Mason Tenders District Council

By: _____

Date: _____

Steamfitters Local Union
No. 638

By: _____

Date: _____

Sheet Metal Workers Local
No. 137

By: Paul Hill

Date: 4.3.12

SIGNS & GRAPHICS

Tennisters Local No. 813 Private Sanitation

By: _____

Date: _____

Tile, Marble & Terrazzo B.A.C. Local Union No. 7

By: _____

Date: _____

AETN - 227 & 235 East 45th Street - Revised 2011 ER PLA

Ornamental Iron Workers No. 580

By: James P. [Signature]

Date: 3-30-12

Sheet Metal Workers Local No. 28

By: _____

Date: _____

Teamsters Local Union 814

By: _____

Date: _____

Plasterers Local Union No. 262

By: _____

Date: _____

**Roofers & Waterproofers
No. 8**

By: _____

Date: _____

Mason Tenders District Council

By: _____

Date: _____

**Steamfitters Local Union
No. 638**

By: _____

Date: _____

**Sheet Metal Workers Local
No. 137**

By: _____

Date: _____

Teamsters Local No. 813 Private Sanitation

By: _____

Date: _____

Tile, Marble & Terrazzo B.A.C. Local Union No. 7

By: _____

Date: _____

AETN - 227 & 235 East 45th Street - Revised 2011 ER PLA

Ornamental Iron Workers No. 580

By: _____

Date: _____

Sheet Metal Workers Local No. 28

By: B. D. [Signature]

Date: 2/21/12

Teamsters Local Union 814

By: _____

Date: _____

Plasterers Local Union No. 262

By: _____

Date: _____

Roofers & Waterproofers
No. 8

By: _____

Date: _____

Mason Tenders District Council

By: _____

Date: _____

Steamfitters Local Union
No. 638

By: _____

Date: _____

Sheet Metal Workers Local
No. 137

By: _____

Date: _____

Teamsters Local No. 813 Private Sanitation

By: _____

Date: _____

Tile, Marble & Terrazzo B.A.C. Local Union No. 7

By: _____

Date: _____

AETN - 227 & 235 East 45th Street - Revised 2011 ER PLA

Ornamental Iron Workers No. 590

By: _____

Date: _____

Sheet Metal Workers Local No. 23

By: _____

Date: _____

Teamsters Local Union 814

By: _____

Date: _____

Plasterers Local Union No. 262

By: _____

Date: _____

Roofers & Waterproofers
No. 8

By: _____

Date: _____

Mason Tenders District Council

By: _____

Date: _____

Steamfitters Local Union
No. 638

By: _____

Date: _____

Sheet Metal Workers Local
No. 137

By: Paul Collins, Jr (SF)

Date: 3.22.12

SIGNS & GRAPHIC

Teamsters Local No 813 Private Sanitation

By: _____

Date: _____

Tile, Marble & Terrazzo B.A.C. Local Union No. 7

By: _____

Date: _____

AETN - 227 & 235 East 45th Street - Revised 2011 ER PLA

Ornamental Iron Workers No. 580

By: _____

Date: _____

Sheet Metal Workers Local No. 28

By: _____

Date: _____

Teamsters Local Union 814

By: _____

Date: _____

Plasterers Local Union No. 262

By: _____

Date: _____

Roofers & Waterproofers
No. 8

By: Nick Siciliano

Date: 3/19/12

Mason Tenders District Council

By: _____

Date: _____

Steamfitters Local Union
No. 638

By: _____

Date: _____

Sheet Metal Workers Local
No. 137

By: _____

Date: _____

Teamsters Local No. 813 Private Sanitation

By: _____

Date: _____

Tile, Marble & Terrazzo B.A.C. Local Union No. 7

By: _____

Date: _____

AETN – 227 & 235 East 45th Street – Revised 2011 ER PLA

Ornamental Iron Workers No. 580

By: _____

Date: _____

Sheet Metal Workers Local No. 28

By: _____

Date: _____

Teamsters Local Union 814

By: _____

Date: _____

Plasterers Local Union No. 262

By: M. [Signature]

Date: 3/19/12

Roofers & Waterproofers
No. 8

By: _____

Date: _____

Mason Tenders District Council

By: _____

Date: _____

Steamfitters Local Union
No. 638

By: _____

Date: _____

Sheet Metal Workers Local
No. 137

By: _____

Date: _____

Teamsters Local No. 813 Private Sanitation

By: _____

Date: _____

Tile, Marble & Terrazzo B.A.C. Local Union No. 7

By: _____

Date: _____

Mar. 19. 2012 11:11AM

No. 0316 P. 4/4

AETN - 227 & 235 East 45th Street - Revised 2011 ER PLA

Ornamental Iron Workers No. 580

By: _____

Date: _____

Sheet Metal Workers Local No. 28

By: _____

Date: _____

Teamsters Local Union 814

By: _____

Date: _____

Plasterers Local Union No. 262

By: _____

Date: _____

Roofers & Waterproofers
No. 8

By: _____

Date: _____

Mason Tenders District Council

By: _____

Date: _____

Steamfitters Local Union
No. 638

By: _____

Date: _____

Sheet Metal Workers Local
No. 137

By: _____

Date: _____

Teamsters Local No. 813 Private Sanitation

By: _____

Date: _____

Tile, Marble & Terrazzo B.A.C. Local Union No. 7

By: Thomas J. [Signature]

Date: 3/19/12

AETN – 227 & 235 East 45th Street – Revised 2011 ER PLA

Ornamental Iron Workers No. 580

By: _____

Date: _____

Sheet Metal Workers Local No. 28

By: _____

Date: _____

Teamsters Local Union 814

By: _____

Date: _____

Plasterers Local Union No. 262

By: _____

Date: _____

Roofers & Waterproofers
No. 8

By: _____

Date: _____

Mason Tenders District Council

By: _____

Date: _____

Steamfitters Local Union
No. 638

By: _____

Date: _____

Sheet Metal Workers Local
No. 137

By: _____

Date: _____

Teamsters Local No. 813 Private Sanitation

By:  _____

Date: 3-20-12 _____

Tile, Marble & Terrazzo B.A.C. Local Union No. 7

By: _____

Date: _____

AETN - 227 & 235 East 45th Street - Revised 2011 ER PLA

Ornamental Iron Workers No. 580
By: _____

Date: _____

Sheet Metal Workers Local No. 28
By: _____

Date: _____

Teamsters Local Union 814
By: _____

Date: _____

Plasterers Local Union No. 262
By: _____

Date: _____

Roofers & Waterproofers
No. 8
By: _____

Date: _____

Mason Tenders District Council
By: _____

Date: _____

Steamfitters Local Union
No. 638
By: Richard Roberts

Date: 3/23/12

Sheet Metal Workers Local
No. 137
By: _____

Date: _____

Teamsters Local No. 813 Private Sanitation
By: _____

Date: _____

Tile, Marble & Terrazzo B.A.C. Local Union No. 7
By: _____

Date: _____

Mar. 21. 2012 2:43PM

No. 0373 P. 4/5

AETN - 227 & 235 East 45th Street -- Revised 2011 ER PLA

Ornamental Iron Workers No. 580

By: _____

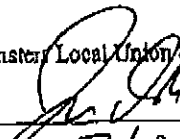
Date: _____

Sheet Metal Workers Local No. 28

By: _____

Date: _____

Teamsters Local Union #14

By:  _____

Date: 3/21/2012

Plasterers Local Union No. 262

By: _____

Date: _____

Roofers & Waterproofers
No. 8

By: _____

Date: _____

Mason Tenders District Council

By: _____

Date: _____

Steamfitters Local Union
No. 638

By: _____

Date: _____

Sheet Metal Workers Local
No. 137

By: _____

Date: _____

Teamsters Local No. 813 Private Sanitation

By: _____

Date: _____

Tile, Marble & Terrazzo B.A.C. Local Union No. 7

By: _____

Date: _____

Mar. 19. 2012 11:02AM

No. 0316 P. 4/4

AETN - 227 & 235 East 45th Street - Revised 2011 ER PLA

Ornamental Iron Workers No. 580

By: _____

Date: _____

Sheet Metal Workers Local No. 28

By: _____

Date: _____

Teamsters Local Union 814

By: _____

Date: _____

Plasterers Local Union No. 262

By: _____

Date: _____

Roofers & Waterproofers
No. 8

By: _____

Date: _____

Mason Tenders District Council

By: *[Signature]*

Date: 3/19/12

Steamfitters Local Union
No. 638

By: _____

Date: _____

Sheet Metal Workers Local
No. 137

By: _____

Date: _____

Teamsters Local No. 813 Private Sanitation

By: _____

Date: _____

Tile, Marble & Terrazzo B.A.C. Local Union No. 7

By: _____

Date: _____

SCHEDULE “A” LIST

Union	Time Period	Agreement w/
Architectural and Ornamental Iron Workers Local Union 580, AFL-CIO	July 1, 2008 - June 30, 2011; MOA July 1, 2008-June 30, 2013	Allied Building Metal Industries, Inc.
Blasters, Drill Runners and Miners Union, Local 29	July 1, 2006- June 30, 2012	GCA
Building, Concrete, Excavating & Common Laborers Local 731	July 1, 2006 - June 30, 2012	Independent
District Council No. 9, I.U.P.A.T Glaziers Local 1281	May 1, 2005 - April 30, 2011, MOA May 2011 – April 30, 2017	Window and Plate Glass Dealers Association
Drywall Tapers and Pointers Local 1974	August 3, 2011- June 27, 2017	Drywall Taping Contractor's Association & Association of Wall-Ceiling & Carpentry Industries NY, Inc.
Enterprise Association Local 638	July 1, 2011 - June 30, 2014	Mechanical Contractors Association of NY, Inc.
Enterprise Association Local 638	July 1, 2011 – June 30, 2014	Independent
Highway Road and Street Laborers Local Union 1010 of the District Council of Pavers and Road Builders of the Laborers' International Union of North America AFL-CIO	July 1, 2009 - June, 30, 2012	The Employer
International Association of Heat and Frost Insulators and Allied Workers Local No. 12 of New York City	July 1, 2008- June 30, 2014	Independent
International Association of Heat and Frost Insulators and Allied Workers Local No. 12 of New York City	July 1, 2008- June 30, 2014	The Insulation Contractors Association of New York City, Inc.
International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers, AFL-CIO, Local Lodge No. 5	January 1, 2010 - December 21, 2012	Boilermakers Association of Greater New York

AETN – 227 & 235 East 45th Street – Revised 2011 ER PLA

International Brotherhood of Teamsters, Local 282, High Rise contract	July 1 , 2008 - June 30, 2013	Building Contractors Association & Independents
Local Union No. 3 International Brotherhood of Electrical Workers, AFL-CIO	May 12, 2010 - May 8, 2013	New York Electrical Contractors Association
International Union of Elevator Constructors, Local 1	July 9, 2007 - July 8, 2012	Thyssenkrupp Elevator Corporation Agreement
Local 46 Metallic Lathers Union and Reinforcing Iron Workers of NY and Vicinity of the International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers	July 1, 2008 - June 30, 2014	Cement League
Local 46 Metallic Lathers Union and Reinforcing Iron Workers of NY and Vicinity of the International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers	July 1, 2008 - June 30, 2014	Independent
Local 8 Roofers, Waterproofers & Allied Workers	July 1, 2009 - June 30, 2011	Roofing and Waterproofing Contractors Association of New York and Vicinity
Local Union 1 of the United Association of Journeymen and Apprentices of the Pipe Fitting Industry of the United States and Canada	July 1, 2010 - June 30, 2012	Association of Contracting Plumbers of the City of New York
Local Union Number 40 & 361 of Bridge, Structural Ornamental and Reinforcing Iron Workers AFL-CIO	July 1, 2008 - June 30, 2014	Independent
Mason Tenders DC	2008-2011	Independent
Millwright Local 740	July 1, 2006 - June 30, 2011	Independent and with The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America
Painters and Allied Trades AFL-CIO, District Council No. 9	May 1, 2011 - April 30, 2015	Independent

AETN – 227 & 235 East 45th Street – Revised 2011 ER PLA

Sheet Metal Workers' International Association, Local 28	August 1, 2009 – July 31, 2011; MOA Extending above Agreement through 7.31.14	Sheet Metal & Air Conditioning Contractors Association of New York City, Inc.
Painters and Allied Trades AFL-CIO, District Council No. 9	May 1, 2005 - April 30, 2011	The Association of Master Painters & Decorators of NY, Inc. and The Association of Wall, Ceiling & Carpentry Industries of NY, Inc. and The Window and Plate Glass Dealers Association
Structural Steel and Bridge Painters Local 806, DC 9 International Union of Painters and Allied Trades, AFL-CIO	October 1, 2005 - September 30, 2011	New York Structural Steel Painting Contractors Association
Teamsters Local 813	12.1.08-11.30.11	IESI NY Corporation
The Cement Masons' Union, Local 780	October 23, 1940 - June 30, 2011	Cement League
The DC of Carpenters of NYC and Vicinity, AFL-CIO for Dockbuilders Local 1456	May 1, 2007 - April 30, 2012	Independent
The District Council of Cement and Concrete Workers (comprised of Local 6A; Local 18A and Local 20)	July 1, 2008 - June 30, 2011	Cement League
The District Council of Cement and Concrete Workers (comprised of Local 6A; Local 18A and Local 20)	July 1, 2008 - June 30, 2011	Association of Concrete Contractors of New York
The District Council of New York City and Vicinity	July 1, 2006 - June 30, 2011	GCA
The District Council of New York City and Vicinity for Dockbuilders Local No. 1456	July 1, 2006 - June 30, 2011	GCA
The District Council of New York City and Vicinity for Timbermen Local 1536	July 1, 2006 - June 30, 2011	GCA

The District Council of New York City and Vicinity of the Brotherhood of Carpenters and Joiners of America, AFL-CIO	Shop Agreement July 1, 2007 - June 30, 2012	Independent
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America, AFL-CIO	October 17, 2007 - October 16, 2012	Independent
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America, AFL-CIO	Shop Agreement July 1, 2007 - June 30, 2012	Manufacturing Woodworkers Association of Greater New York Incorporated
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America, AFL-CIO	July 1, 2006 - June 30, 2011	The Hoisting Trade Association of New York, Inc.
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America, AFL-CIO	October 17, 2007 - October 16, 2012	The Test Boring Association
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America, AFL-CIO	July 1, 2006 - June 30, 2011	Building Contractors Association
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America, AFL-CIO	July 1, 2006 - June 30, 2011	The Association of Wall-Ceiling & Carpentry Industries of New York, Incorporated
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners, AFL-CIO	July 1, 2006 - June 30, 2011	The Cement League
The District Council of NYC and Vicinity of the United Brotherhood of Carpenters and Joiners of America and Millwright Local 740	July 1, 2006 - June 30, 2011	NYC Millwright Contractors Association
The Tile Setters and Tile Finishers Union of New York and New Jersey, Local 7 of the International Bricklayers and	dated June 8, 2009 - 6.2.13	The Greater New York and New Jersey Contractors Association


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Allied Craftworkers		
United Derrickmen & Riggers Association, Local 197 of NY, LI, Westchester & Vicinity	July 1, 2008 - June 30, 2013	Contracting Stonesetters Association Inc.
United Derrickmen & Riggers Association L 197 of NY, LI, Westchester and Vicinity	July 1, 2008 - June 30, 2013	Building Stone and Pre-cast Contractors Association

SCHEDULE "B"

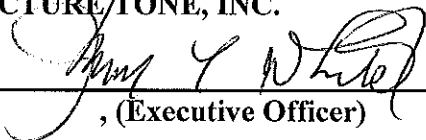
The parties to this Project Labor Agreement agree that this Schedule B shall apply to this Project, and shall modify relevant provisions of the PLA and relevant provisions in the current collective bargaining agreements between the Affiliated Unions and the Construction Manager, and/or any of its Contractors/subcontractors for this project only due the special considerations set forth in the Preamble herein above and shall not constitute a reopener or waiver of the terms and conditions set forth in the collective bargaining agreements for any other purpose.

**FOR BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER
NEW YORK AND VICINITY**

By: 
Gary LaBarbera, President

Date: 6/13/12

**FOR CONSTRUCTION MANAGER
STRUCTURE TONE, INC.**

By: 
, (Executive Officer)

Date: 3-15-2012

****REVISED****

CORE PLA SCHEDULE "B12"

TRADE SPECIFIC ADDENA- TERM SHEET

SCHEDULE "B12"

The parties to this Project Labor Agreement agree that this Schedule "B12" shall apply to this Project, and shall modify relevant provisions in the current collective bargaining agreements between the Affiliated Unions and the Construction Managers, and or any of its Contractors/subcontractors for this Project only due the special, considerations set forth in the Preamble to the PLA and shall not constitute a reopener or waiver of the terms and conditions set forth in the collective bargaining agreements for any other purpose .

CARPENTERS DISTRICT COUNCIL:

The project Labor Agreement (the PLA) between (name of construction manager) (Construction Managers ,and the New York City Building and Construction Trades Council of Greater New York and Vicinity (BCTC) is modified and supplemented as to the Carpenters District Council's work on this Project to facilltate the building of the Project in this time of economic distress.

Wage increases to be determined by appropriate Collective Bargaining Agreement

1) Work Stoppages

General No strike / No Lockout Language

2) Jurisdictional Disputes

NY Plan for Jurisdictional Disputes mandatory for any contractor or union performing work under the PLA

3) Prompt Payment

Prompt payment of wages and fringe language with some CM protection against delinquent employers needed similar to that agreed to in stadium PLA'S .

10) Safety Rules

Strict adherence to safety standards and enforcement of same

11) Alternative Dispute Resolution

A D R program to be discussed

12) Pre Job Conferences

As per Collective Bargaining Agreement

13) Flexible Starting Time

Flexible start between the hours of 6:00 and 8:00 AM precluded by CBA, provided that there will not be staggered starts within a particular trade.

14) Shift Premium

Shift work may be scheduled and paid in accordance with CBA

15) Temporary Services

Temporary services to be discussed: subject to permits and safety requirements, no stacking of trades on temporary services, services referred to shall be defined .

16) Saturday Make-Up

At option of contractor

17) Off Hours Start On Renovation

Paid nine (9) hours for eight (8) hours worked , eight (8) hours paid for seven (7) hours Worked

18) Standard Start Time

All trades at their workplace at starting time.

19) Lunch Time

Upon approval of the Union staggered lunch periods per trade permitted. Lunch to be paid at twelve (\$12.00) dollars per day to employees that remain at work during lunch period.

No work to be performed during lunch break.

20) Coffee Breaks

Ten (10) minute coffee breaks in the morning at the work place.

21) Subcontracting Limitation

Limitation on subcontracting to the extent that brokering and its increased costs shall be eliminated and prohibited, no re subcontracting of work to the same trade.

22) Productivity

Additional productivity to be discussed.

23) Carpenter Code of Excellence.

EXPIRATION

This Project Labor Agreement terms and conditions will remain in effect the duration of this project. Wages And Benefit rates will be determined by Schedule A of the appropriate Collective Bargaining Agreement .

JOB SITES

This Project Labor Agreement rate will be available only to Job sites that have been identified by the Building and Construction Council Trades of Greater New York and Vicinity as locations where the terms and conditions of The Economic Recovery Project Labor Agreement will be in effect .

Project: AETN

Project Address: 227 & 235 East 45th St
NY, NY, 10017 .

REFUSAL

The District Council of New York City shall have the right to accept or reject the Project Labor Agreement Rates and Terms and Conditions on a case by case basis while agreeing to the term and conditlons of the "Core Economic Recovery Project Labor Agreement .

ACTIVATION OF ECONOMIC RECOVERY AGREEMENT ADDENDUM
B12
Between
BUILDING AND CONSTRUCTION COUNCIL OF GREATER
NEW YORK AND VICINITY
And
DISTRICT COUNCIL OF NEW YORK CITY AND VICINITY OF THE
UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF
AMERICA

Please be advised that (Name Company) Structuretone Inc is presently a signatory to a Collective Bargaining Agreement with the New York City District Council of Carpenters and hereby wishes to invoke the terms and conditions of the Addendum referred to as the Economic Recovery Project Labor Agreement for the approved project located at :

JOB NAME A+E Television Network

JOB LOCATION 227 and 235 East 45th St NY, NY.

COMPANY NAME A+E Television Network

ADDRESS 235 East 45th St

CITY STATE ZIP NY, NY.

Kolman
(OFFICER'S SIGNATURE)

Date: 6-1-12

Effectuating Clause

Agreed upon by: Company Name *Structuretone Inc*

For The Employer: BY *Karl Anoushian*

Title *Senior Vice President*

Date *6/1/2012*

DISTRICT COUNCIL OF NEW YORK CITY AND VICINITY OF THE UNITED
BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA, AFL-CIO

By:



DATE: *5/7/12*

AUTHORIZED SIGNATURE
OF THE DISTRICT COUNCIL

REVISED*

CORE PLA SCHEDULE "B"

TRADE SPECIFIC ADDENDA – Term Sheet

SCHEDULE "B"

The parties to this Project Labor Agreement agree that this Schedule "B" shall apply to this Project, and shall modify relevant provisions of the PLA and relevant provisions in the current collective bargaining agreements between the Affiliated Unions and the Construction Manager, and/or any of its Contractors/subcontractors for this Project only due the special considerations set forth in the Preamble to the PLA and shall not constitute a reopener or waiver of the terms and conditions set forth in the collective bargaining agreements for any other purpose.

CEMENT MASONS LOCAL 780 ("Local 780"):

1. The Project Labor Agreement (the "PLA") between STRUCTURE TONE, INC., ("Construction Manager"), and the New York City Building and Construction Trades Council of Greater New York and Vicinity ("BCTC") is modified and supplemented as to the Cement Masons Local 780 work on this Project to facilitate the building of the Project in this time of economic distress.

2. Eight (8) hour work day.
3. Eight (8) standard holidays: refer to the Economic Recovery PLA.
4. Flexible start time (6:00 a.m., 7:00 a.m., 8:00 a.m., or 9:00 a.m.)
5. Make-up Saturday is at time and one half.
6. Three (3) masons for the first 2,500 square feet and one (1) Apprentice,
One (1) cement mason for every 1,500 square feet
7. Working Shop Steward.
8. Patching fifty (50) Mechanics & fifty (50) Apprentices.

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9. Manning based on 10,000 square feet (Five (5) Mechanics; Three (3) Apprentices @ 60% or 70% wages; Total equaling eight (8)).
10. No restrictions on tools.
11. All future increases, July 2010, July 2011 according to the CBA.
12. Christmas Eve and New Years' Eve will be as per Schedule "A" (Collective Bargaining Agreement).
13. All overtime wages and benefits will be paid as per Shedule "A" (Collective Bargaining Agreement).
14. Any modification will only be effective upon agreement between the union, contractors and/or association.

CEMENT MASONS LOCAL 780

By: Angelo Scognella
Name and Title: Fin Secretary Bar Manager
Dated: 3/28/12

****REVISED****

CORE PLA SCHEDULE "B"

TRADE SPECIFIC ADDENDA – Term Sheet

SCHEDULE "B"

The parties to this Project Labor Agreement agree that this Schedule "B" shall apply to this Project, and shall modify relevant provisions of the PLA and relevant provisions in the current collective bargaining agreements between the Affiliated Unions and the Construction Manager, and/or any of its Contractors/subcontractors for this Project only due the special considerations set forth in the Preamble to the PLA and shall not constitute a reopener or waiver of the terms and conditions set forth in the collective bargaining agreements for any other purpose.

CEMENT & CONCRETE WORKERS DISTRICT COUNCIL as follows:

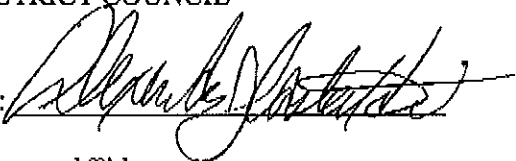
1. The Project Labor Agreement (the "PLA") between STRUCTURE TONE, INC., ("Construction Manager"), and the New York City Building and Construction Trades Council of Greater New York and Vicinity ("BCTC") is modified and supplemented as to the Cement & Concrete Workers' work on this Project to facilitate the building of the Project in this time of economic distress.
2. 8 standard holidays: refer to the Economic Recovery PLA.
3. Christmas Eve and New Years' Eve will be as per Schedule "A" (Collective Bargaining Agreement).
4. All trades will report at the work station when their shift starts or ends provided vertical transportation is available.
5. Staggered lunch times for full or partial crew.
6. Shop Steward will assist coffee boy.

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7. All overtime wages and benefits will be paid as per Schedule "A"

(Collective Bargaining Agreement).

CEMENT & CONCRETE WORKERS
DISTRICT COUNCIL

By: 

Name and Title: _____

Dated: _____

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7. All overtime wages and benefits will be paid as per Schedule "A"

(Collective Bargaining Agreement).

CEMENT & CONCRETE WORKERS
DISTRICT COUNCIL

By: Alexander J. Gatch

Name and Title: _____

Dated: _____

*****REVISED*****

CORE PLA SCHEDULE "B"

TRADE SPECIFIC ADDENDA – Term Sheet

SCHEDULE "B"

The parties to this Project Labor Agreement agree that this Schedule "B" shall apply to this Project, and shall modify relevant provisions of the PLA and relevant provisions in the current collective bargaining agreements between the Affiliated Unions and the Construction Manager, and/or any of its Contractors/subcontractors for this Project only due the special considerations set forth in the Preamble to the PLA and shall not constitute a reopener or waiver of the terms and conditions set forth in the collective bargaining agreements for any other purpose.

STONE DERRICKMEN & RIGGERS ("Local 197"):

1. The Project Labor Agreement (the "PLA") between STRUCTURE TONE, INC., ("Construction Manager"), and the New York City Building and Construction Trades Council of Greater New York and Vicinity ("BCTC") is modified and supplemented as to Derrickmen Local 197's work on this Project to facilitate the building of the Project in this time of economic distress.
2. Saturday overtime paid at time and a half. Sunday and Holiday overtime per CBA.
3. The Journeyman to Apprentice Ratio shall be 4:1.
4. Saturday make-up time due to weather or natural disaster to be performed within same workweek and will be paid at time and a half.
5. There shall be one 10 minute coffee break in the morning at the workplace.
6. No ADR Program.

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DERRICKMEN LOCAL 197

By: William D Hayes

Name and Title: FS-T/BM

Dated: 3/27/12

CORE PLA SCHEDULE "B"

TRADE SPECIFIC ADDENDA – Term Sheet

SCHEDULE "B"

The parties to this Project Labor Agreement agree that this Schedule "B" shall apply to this Project, and shall modify relevant provisions of the PLA and relevant provisions in the current collective bargaining agreements between the Affiliated Unions and the Construction Manager, and/or any of its Contractors/subcontractors for this Project only due the special considerations set forth in the Preamble to the PLA and shall not constitute a reopener or waiver of the terms and conditions set forth in the collective bargaining agreements for any other purpose.

IBEW LOCAL 3 ("Local 3"):

1. The Project Labor Agreement (the "PLA") between STRUCTURE TONE, INC., ("Construction Manager"), and the New York City Building and Construction Trades Council of Greater New York and Vicinity ("BCTC") is modified and supplemented as to Local 3's work on this Project to facilitate the building of the Project in this time of economic distress.

2. All electrical and electronic work, including but not limited to, the installation, repair and maintenance of all building wire systems, telephone, data, fire alarm, signs, TV, sound, security alarm systems and building automation systems, regardless of the voltage, shall be performed by the electricians working for Contractors that fall under this PLA.

3. Materials: As per code or specs; NECA/Local 3 will agree to more efficient installation methods that represent approximately 3% savings.

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- 4. Temporary Services: Temporary light may be left on at the request of the customer; however, if temporary power is required, Local Union # 3 shall maintain that system.
- 5. Agreement should be offered non-discriminatory to any developers/contractors.
- 6. NECA/Local 3 will adopt IBEW Code of Excellence.
- 7. PLA jobs will be manned in a manner which will reduce the effective labor rate by 9%.
- 8. SMURF can be used for low voltage and power at 110-208.
- 9. PVC coated BX and PVC coated MC cable may be used for branch, sub-feeders and feeders.

IBEW LOCAL 3

By: Christopher Erikson

Name and Title: Bus. Mgr.

Dated: 3/19/2012

CORE PLA SCHEDULE "B"

TRADE SPECIFIC ADDENDA – Term Sheet

SCHEDULE "B"

The parties to this Project Labor Agreement agree that this Schedule "B" shall apply to this Project, and shall modify relevant provisions of the PLA and relevant provisions in the current collective bargaining agreements between the Affiliated Unions and the Construction Manager, and/or any of its Contractors/subcontractors for this Project only due the special considerations set forth in the Preamble to the PLA and shall not constitute a reopener or waiver of the terms and conditions set forth in the collective bargaining agreements for any other purpose.

GLAZIERS, ARCHITECTURAL METAL GLASSWORKERS & ALLIED TRADES LOCAL UNION 1281 ("Local 1281"):

1. The Project Labor Agreement (the "PLA") between STRUCTURE TONE, INC., ("Construction Manager"), and the New York City Building and Construction Trades Council of Greater New York and Vicinity ("BCTC") is modified and supplemented as to Local 1281's work on this Project to facilitate the building of the Project in this time of economic distress.

2. Start time between 6:00 am and 9:00 am.

3. One 10-15 minute a.m. coffee break.

4. Starting time and quitting time at the gangbox.

5. A 50% reduction from a 30% reduction, in manpower when a cup and crane are used in the entire setting of glass.

6. Saturday make up day following work day lost to inclement weather or government declared emergency. Not to be used when scheduled work can only be done on Saturday.

7. Shift work shall be any 8 consecutive hours after the normal working day. The man will receive 9 hours paid for 8 hours worked. This will not apply to a man who has worked an 8 hour day, on any jobsite for that Employer. Any man who has worked an 8 hour day will receive overtime pay for any hours worked after his normal day.

8. For unloading only, an employer may start his workday other than the agreed upon start times, with permission from the Union.

9. We agree and will abide by the BCTC Standards of Excellence.

10. No ADR Program.

11. We are not adjusting our overtime rate because we have double time wages with straight time benefits. After doing the calculations on time and one half there is only a slight difference between the two.

GLAZIERS ARCHITECTURAL METAL
GLASS WORKERS & ALLIED TRADES
LOCAL UNION 1281

By: William Elfeld

Name and Title: William ELFELD BM

Dated: 3/21/12

CORE PLA SCHEDULE “B”

TRADE SPECIFIC ADDENDA – Term Sheet

SCHEDULE "B"

The parties to this Project Labor Agreement agree that this Schedule "B" shall apply to this Project, and shall modify relevant provisions of the PLA and relevant provisions in the current collective bargaining agreements between the Affiliated Unions and the Construction Manager, and/or any of its Contractors/subcontractors for this Project only due the special considerations set forth in the Preamble to the PLA and shall not constitute a reopener or waiver of the terms and conditions set forth in the collective bargaining agreements for any other purpose.

HEAT AND FROST INSULATORS LOCAL 12 ("Local 12"):

1. The Project Labor Agreement (the "PLA") between STRUCTURE TONE, INC., ("Construction Manager"), and the New York City Building and Construction Trades Council of Greater New York and Vicinity ("BCTC") is modified and supplemented as to Local 12's work on this Project to facilitate the building of the Project in this time of economic distress.

2. Add a 9th hour to the day at the employer's option at time and one half (1 ½) not double time.

3. Local 12 shall forgo the June 29, 2009-January 3, 2010 increase of \$1.50 and the January 4, 2010-June 27, 2010 increase of \$2.00 set forth in its current Collective Bargaining Agreement. The waiver of these referenced increases applies only to work performed on the Project referenced in this Schedule “B”. The waiver applies only to new projects, and does not apply to existing jobs that have not been rebid. All subsequent increases as set forth in the Collective Bargaining Agreement shall be effective and be paid for work performed on this Project.

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HEAT & FROST INSULATORS LOCAL 12

By: 

Name and Title: MATTHEW P. ANTONI B/MGR

Dated: 3.28.2012

CORE PLA SCHEDULE "B"

TRADE SPECIFIC ADDENDA – Term Sheet

SCHEDULE "B"

The parties to this Project Labor Agreement agree that this Schedule "B" shall apply to this Project, and shall modify relevant provisions of the PLA and relevant provisions in the current collective bargaining agreements between the Affiliated Unions and the Construction Manager, and/or any of its Contractors/subcontractors for this Project only due the special considerations set forth in the Preamble to the PLA and shall not constitute a reopener or waiver of the terms and conditions set forth in the collective bargaining agreements for any other purpose.

IRON WORKERS LOCAL UNION 40 ("Local 40 "):

1. The Project Labor Agreement (the "PLA") between STRUCTURE TONE, INC., ("Construction Manager"), and the New York City Building and Construction Trades Council of Greater New York and Vicinity ("BCTC") is modified and supplemented as to Local 40's work on this Project to facilitate the building of the Project in this time of economic distress.

2. Shift premium

- First Shift Monday through Friday - 8 hours at straight time rate, overtime at time ½.
- Second Shift Monday through Friday - all hours at time and ½

(eliminates double time for OT on shift work).

- Third Shift Monday through Friday - all hours at time and ½

(eliminates double time for OT on shift work).

- Saturday Make-up day - due to inclement weather or government

declared emergency at option of the contractor, all time and ½.

Mar. 19. 2012 10:18AM

No. 0324 P. 2

ABTN - 227 & 235 East 45th Street - Revised 2011 ER PLA

- 3. Lunch time between 4th and 5th hours at discretion of the contractor.
- 4. Contractor compliance with OSHA Standard Subpart R.

IRON WORKERS LOCAL UNION 40

By: Robert W. Walsh

Name and Title: Robert W. Walsh Bos. Mer. Fin. Sec.

Dated: MARCH 19, 2012

Revised
CORE PLA SCHEDULE "B"

TRADE SPECIFIC ADDENDA – Term Sheet

SCHEDULE "B"

The parties to this Project Labor Agreement agree that this Schedule "B" shall apply to this Project, and shall modify relevant provisions of the PLA and relevant provisions in the current collective bargaining agreements between the Affiliated Unions and the Construction Manager, and/or any of its Contractors/subcontractors for this Project only due the special considerations set forth in the Preamble to the PLA and shall not constitute a reopener or waiver of the terms and conditions set forth in the collective bargaining agreements for any other purpose.

LOCAL 580 OF THE INTERNATIONAL ASSOCIATION OF BRIDGE, STRUCTURAL, ORNAMENTAL AND REINFORCING IRON WORKERS ("LOCAL 580"):

1. The Project Labor Agreement ("PLA") between STRUCTURE TONE, INC., ("Construction Manager"), and the New York City Building and Construction Trades Council of Greater New York and Vicinity ("BCTC") is modified and supplemented as to Local 580's work on this Project to facilitate the building of the Project in this time of economic distress.

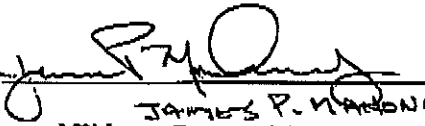
2. No ADR.
3. Flexible Starting time at 6:00 A.M. - 8:00 A.M.
4. Staggered Lunch at 4, 4 ½, or 5 hours after the start of the workday.
5. Ten minute morning coffee break; No afternoon coffee break.
6. Weekday and Saturday overtime at 1 ½; Saturday make-up at straight time rate can be scheduled to replace a DAY lost due to the closing of the

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jobsite (NO Local 580 employees could be put to work) because of inclement weather during the previous week.

- 7. Shift premiums at 15% for second and 20% for third.
- 8. Workday starts at work point.
- 9. Eight hour workday at the Employer's option.

LOCAL 580 OF THE INTERNATIONAL ASSOCIATION OF BRIDGE, STRUCTURAL, ORNAMENTAL AND REINFORCING IRON WORKERS

By: 
 Name and Title: JAMES P. WADON
BM-FST

Dated: 3-30-12

****REVISED****

CORE PLA SCHEDULE "B"

TRADE SPECIFIC ADDENDA – Term Sheet

SCHEDULE "B"

The parties to this Project Labor Agreement agree that this Schedule "B" shall apply to this Project, and shall modify relevant provisions of the PLA and relevant provisions in the current collective bargaining agreements between the Affiliated Unions and the Construction Manager, and/or any of its Contractors/subcontractors for this Project only due the special considerations set forth in the Preamble to the PLA and shall not constitute a reopener or waiver of the terms and conditions set forth in the collective bargaining agreements for any other purpose.

METAL LATHERS LOCAL NO. 46 ("Local 46") as follows:

1. The Project Labor Agreement (the "PLA") between STRUCTURE TONE, INC., ("Construction Manager"), and the New York City Building Construction Trades Council of Greater New York and Vicinity ("BCTC") is modified and supplemented as to Local 46's work on this Project to facilitate the building of the Project in this time of economic distress.

2. 8 hour day

3. Standard Holidays

4. Starting time 7:00 am; 8:00 a.m. with full crews/no split crews.

5. The hours worked by the Lathers shall be in accordance with this PLA.

6. Agree to a staggered lunch/no split crews.

7. Prior day notification before 9:00 am. The Lathers will be at the job site at starting time the next day.

8. 3 to 1 Apprentice ratio.

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9. The Lathers will provide their own hard hats, belts and reels.
10. Christmas Eve and New Years shall revert back to Schedule "A".

METAL LATHERS LOCAL NO. 46

By: _____

Name and Title: _____

Dated: _____

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Revised

CORE PLA SCHEDULE "B"

TRADE SPECIFIC ADDENDA – Term Sheet

SCHEDULE "B"

The parties to this Project Labor Agreement agree that this Schedule "B" shall apply to this Project, and shall modify relevant provisions of the PLA and relevant provisions in the current collective bargaining agreements between the Affiliated Unions and the Construction Manager, and/or any of its Contractors/subcontractors for this Project only due the special considerations set forth in the Preamble to the PLA and shall not constitute a reopener or waiver of the terms and conditions set forth in the collective bargaining agreements for any other purpose.

PLUMBERS LOCAL UNION NO. 1 ("Local 1"):

1. The Project Labor Agreement (the "PLA") between STRUCTURE TONE, INC.. ("Construction Manager"), and the New York City Building and Construction Trades Council of Greater New York and Vicinity ("BCTC") is modified and supplemented as to the Local 1's work on this Project to facilitate the building of the Project in this time of economic distress.

All references to follow are made to the present Collective Bargaining Agreement in effect July 1, 2010 thru June 30, 2012 between The Association of Contracting Plumbers of the City of New York and Local Union No.1 of the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada.

Paragraphs 7 and 35 – The rate of overtime pay to be modified to be time and one half (1.5) for overtime worked Monday through ~~Friday~~ ^{Saturday} Holiday and Sunday overtime worked shall be paid at the rate of double time.

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Paragraph 29 – The hours of work to be modified to five (5) days per week, Monday through Friday at eight (8) hours per day. The starting time shall be between 6:30 AM and 8:00 AM.

Paragraph 30 – The Shift Work provision to be modified to permit shift work on private construction projects regardless of whether it was specified, also eliminating the condition where the plumbing contract is \$8 million or less.

Paragraph 34 – Holidays may be standardized for this project but in no case be less than the following eight (8): New Year's Day, Martin Luther King, Jr., Presidents Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

Paragraph 38 – The ratio of Apprentices to be modified so that:
 one (1) Apprentice can be employed if two (2) Journeymen are employed,
 two (2) Apprentices can be employed if six (6) Journeymen are employed,
 followed by an additional across the board ratio of one (1) apprentice for each (3)
 three additional Journeymen employed.

Paragraphs 44 through 47 – The maintenance of temporary services shall only be required when requested by the owner, general contractor or construction manager. If any service above is requested, the assignment of work shall be consistent with area past and present practice.

Note: Unless otherwise mentioned in this modification sheet, all terms and conditions of the aforementioned CBA remain in full force and effect.

PLUMBERS UNION LOCAL 1

By: George W. Reilly

Name and Title: George W. Reilly, Bus. Mgr.

Dated: March 20, 2012

CORE PLA SCHEDULE "B"

TRADE SPECIFIC ADDENDA – Term Sheet

SCHEDULE "B"

The parties to this Project Labor Agreement agree that this Schedule "B" shall apply to this Project, and shall modify relevant provisions of the PLA and relevant provisions in the current collective bargaining agreements between the Affiliated Unions and the Construction Manager, and/or any of its Contractors/subcontractors for this Project only due the special considerations set forth in the Preamble to the PLA and shall not constitute a reopener or waiver of the terms and conditions set forth in the collective bargaining agreements for any other purpose.

SHEET METAL LOCAL 28 ("Local 28"):

1. The Project Labor Agreement (the "PLA") between STRUCTURE TONE, INC., ("Construction Manager"), and the New York City Building and Construction Trades Council of Greater New York and Vicinity ("BCTC") is modified and supplemented as to Local 28's work on this Project to facilitate the building of the Project in this time of economic distress.

2. Jobs where the airside portion of the work is awarded directly to the sheet metal contractor by the Construction Manager or General Contractor:

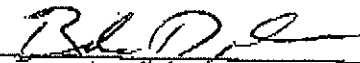
- Reduce or no costs for overtime
- No fan maintenance required during a day shift if there are sheet metal workers performing work at the time.
- Modify work rules.
- Additional modifications/relief may be tailored to a specific project.

3. For all jobs:

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- Temporary services shall only be required upon request of the owner, Construction Manager or General Contractor. If temporary services are required, they shall be done by members of Local # 28.

SHEET METAL LOCAL 28

By: 

Name and Title: Robert DiOrto, Int'l. Director

Dated: 2/21/12

CORE PLA SCHEDULE "B"

TRADE SPECIFIC ADDENDA – Term Sheet

SCHEDULE "B"

The parties to this Project Labor Agreement agree that this Schedule "B" shall apply to this Project, and shall modify relevant provisions of the PLA and relevant provisions in the current collective bargaining agreements between the Affiliated Unions and the Construction Manager, and/or any of its Contractors/subcontractors for this Project only due the special considerations set forth in the Preamble to the PLA and shall not constitute a reopener or waiver of the terms and conditions set forth in the collective bargaining agreements for any other purpose.

ENTERPRISE ASSOCIATION, STEAMFITTERS LOCAL 638 ("Local 638") as follows:

1. The Project Labor Agreement (the "PLA") between STRUCTURE TONE, INC., ("Construction Manager"), and the New York City Building and Construction Trades Council on this project to facilitate the building of the Project in this time of economic distress.

2. Overtime.

(a) Work performed Monday through Friday outside of the regular hours of work and any work on holidays, including Veteran's Day, shall be paid at the overtime wage and benefit rate set forth in Local 638's Trade Agreement, set forth as part of Schedule "A" to the PLA.

(b) OVERTIME MAY BE WORKED ONLY WITH THE PERMISSION OF THE UNION.

3. Temporary Services.

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Temporary services will be maintained at the owner's request in accordance with the Trade Agreement. Once the system is on automatic, then no temporary services will be required.

4. Fabrication of Sprinkler Pipe.

Sprinkler pipe may be welded or grooved in a commercial fabrication shop with approved UA sprinkler labels (yellow labels or red and white labels). All fittings five (5") inches and under can be made up with UA sprinkler labels attached. If this work is to be performed in the shop of the direct employer, these rules do not apply and instead, the Rules of the Trade Agreement shall apply, that is, Rule IX, Section II, "All fittings on sprinkler work five (5") inches and under shall be made up according to Rule V".

5. Conditioned on PLA.

This Addendum will not go into effect unless the PLA for this Project is approved by all necessary parties.

ENTERPRISE ASSOCIATION,
STEAMFITTERS LOCAL 638

By: Richard Roberts

Name and Title: _____

Dated: 3/23/12

CORE PLA SCHEDULE "B"

TRADE SPECIFIC ADDENDA – Term Sheet

SCHEDULE "B"

The parties to this Project Labor Agreement agree that this Schedule "B" shall apply to this Project, and shall modify relevant provisions of the PLA and relevant provisions in the current collective bargaining agreements between the Affiliated Unions and the Construction Manager, and/or any of its Contractors/subcontractors for this Project only due the special considerations set forth in the Preamble to the PLA and shall not constitute a reopener or waiver of the terms and conditions set forth in the collective bargaining agreements for any other purpose.

LOCAL 7 TILE MARBLE AND TERRAZZO ("Local 7"):

1. The Project Labor Agreement (the "PLA") between STRUCTURE TONE, INC., ("Construction Manager"), and the New York City Building and Construction Trades Council of Greater New York and Vicinity ("BCTC") is modified and supplemented as to Local 7's work on this Project to facilitate the building of the Project in this time of economic distress.

2. Staggered start for helpers for setup in the morning and clean up in the afternoon so that the mechanics can work a full 8 hour shift.

3. Workers can be used to assist other signatory Local 7 crafts in the last 2 hours of the shift if there is no other work available in their craft to complete the day.

4. Enforce code of conduct and code of excellence. Offer to negotiate a three strike rule so that inadequate members are not continually being referred to jobsites.

5. Establish a new rate for an R mechanic. This mechanic will come from the upgraded tile finisher or from the pool of newly organized workers. Their pay will be

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equal to the current Tile Finisher Rate at approximately 80 percent and they will work at a IR to 3J ratio.

6. Mechanic Apprentices during the first year of training can be utilized as a helper as long as a 1-3 ratio is maintained.

7. Utilize training facilities for all aspects of the industry (safety, shop steward, foreman, etc.). Employers will enforce foreman and supervisory training from their staff.

LOCAL 7 TILE MARBLE AND TERRAZZO

By: Thomas Lane

Name and Title: Thomas Lane President

Dated: 3/19/12

SCHEDULE "C"

Project Labor Agreement - - Letter of Assent

The undersigned party confirms that it agrees to be a party to and be bound by the Project Labor Agreement Covering AETN – 277 & 235 East 45th Street as such Agreement may, from time to time, be amended by the parties or interpreted pursuant to its terms. The terms of the Project Labor Agreement, its Schedules, Addenda and Exhibits are hereby incorporated by reference herein.

The undersigned, as a Contractor or Subcontractor (hereinafter Contractor) on the Project known as: AETN and located at AETN – 277 & 235 East 45th Street, New York, New York (hereinafter PROJECT), for and in consideration of the award to it of a contract to perform work on said PROJECT, and in further consideration of the mutual promises made in the Project Labor Agreement, a copy of which was received and is acknowledged, hereby:

- (1) Accepts and agrees to be bound by the terms and conditions of the Agreement, together with any and all schedules; amendments and supplements now existing or which are later made thereto.
- (2) Agrees to be bound by the legally established collective bargaining agreements and local trust agreements as set forth in the Project Labor Agreement and this Agreement but only to the extent of Project Work and as required by the PLA.
- (3) Authorizes the parties to such local trust agreements to appoint trustees and successor trustees to administer the trust funds and hereby ratifies and accepts the trustees so appointed as if made by the Contractor but only to the extent of Project Work as required by the PLA.
- (4) Certifies that it has no commitments or agreements that would preclude its full and complete compliance with the terms and conditions of said Agreement. The Contractor agrees to employ labor that can work in harmony with all other labor on the Project and shall require labor harmony from every lower tier subcontractor it has engaged or may engage to work on the Project. Labor harmony disputes/issues shall be subject to the Labor Management Committee provisions.
- (5) Agrees to secure from any Contractor(s) (as defined in said Agreement) which is or becomes a Subcontractor (of any tier), to it, a duly executed Agreement to be Bound in from identical to this document.

Provide description of work; identify craft jurisdiction(s) and all contract numbers below:

Name of Contractor or subcontractor: _____

Authorized Officer & Title: _____

Address: _____

Phone: _____ Fax: _____

Contractors State License #: _____

Entity your company is contracted with and address: _____

Sworn to before me this Dated: _____

____ day of _____,

SCHEDULE "D"