

BROOKFIELD PLA

PORTFOLIO LABOR AGREEMENT

COVERING SPECIFIED CONSTRUCTION WORK

BY AND AMONG

**450 Partners LLC, 1114 6th Avenue Co. LLC, BOP
245 Park LLC, BOP One North End LLC, BOP West
31st Street LLC, Brookfield Properties OLP Co. LLC,
Brookfield Properties One WFC Co. LLC, Brookfield
Properties W. 33RD CO. L.P., One NY Plaza Co.
LLC, WFP Retail Co. L.P., WFP Tower B Co. L.P.,
and WFP Tower D Co. L.P.**

-And-

**Building and Construction Trades Council
Of Greater New York and Vicinity**

-And-

The Unions Signatory Hereto

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This **PORTFOLIO LABOR AGREEMENT**, dated as of February 28, 2014 by and among the parties signatory hereto ("Portfolio Labor Agreement").

PREAMBLE

WHEREAS, 450 Partners LLC, 1114 6th Avenue Co. LLC, BOP 245 Park LLC, BOP West 31st Street LLC, BOP One North End LLC, Brookfield Properties OLP Co. LLC, Brookfield Properties One WFC Co. LLC, Brookfield Properties W. 33RD CO. L.P., One NY Plaza Co. LLC, WFP Retail Co. L.P., WFP Tower B Co. L.P., and WFP Tower D Co. L.P. (each a "Brookfield Entity" and, collectively, "Brookfield"), are real estate entities that own, manage and develop real estate in the City of New York; and

WHEREAS, as of the date hereof, Brookfield Properties, Inc. ("BPI") is an indirect owner of each Brookfield Entity; and

WHEREAS, (i) Brookfield is the owner of an interest in a five acre site located at 9th Avenue and 33rd Street, New York, New York, on which Brookfield intends to construct a mixed-use development comprised of two commercial towers, each containing approximately 2.1 million rentable square feet, and a residential tower containing approximately 900,000 rentable square feet, and renovate an existing office building located at 450 West 33rd Street, New York, New York, containing approximately 1.7 million rentable square feet (commonly known as "Manhattan West"), (ii) Brookfield is the owner of an interest in nine additional buildings throughout Manhattan located at a) 200 Liberty Street, b) 225 Liberty Street, c) 250 Vesey Street, d) 100 West Street, e) One Liberty Plaza, f) One New York Plaza, g) One North End Avenue, h) 245 Park Avenue and i) 1114 Avenue of the Americas (each individual property set forth in (i) through (ii) hereinabove, a "Brookfield Building" and, collectively, the "Brookfield Portfolio"), which may be renovated and improved during the term hereof, and (iii) BPI will, in its sole discretion, consider including additional

buildings in the City of New York in which it has or may acquire a controlling interest (as defined herein) within the scope of this Agreement (and any such additional buildings shall thereafter each be included in the above-mentioned definitions of "Brookfield Building" and "Brookfield Portfolio"); and

WHEREAS, Brookfield and the Building & Construction Trades Council of Greater New York and Vicinity (herein "Council" or "BCTC"), desire to implement this Portfolio Labor Agreement for the Brookfield Portfolio to promote the cost efficient, safe, quality, and timely completion of the Portfolio Work (as defined herein) at the Brookfield Portfolio; and

WHEREAS, Brookfield has negotiated this Agreement as a construction industry employer within the meaning of the National Labor Relations Act, having substantial control over project management, the selection of Contractors (as defined herein) and labor relations policies for the Brookfield Portfolio; and

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

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

(2) providing a mechanism for responding to the unique construction needs associated with the Portfolio 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 (as defined herein) and their members waiving various practices which would otherwise apply to the Portfolio Work;

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

(4) standardizing certain terms and conditions governing the employment of labor for the Portfolio Work;

(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, the Local Unions and their members have negotiated the terms of this Agreement for the Portfolio Work; and

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

NOW, THEREFORE, it is agreed that the above recitals are set forth herein by reference and made a part of this Agreement, and the Parties (as defined herein) further agree, in order to further these goals and objectives and to maintain the spirit of harmony, labor-management cooperation and stability as follows:

ARTICLE 1 - PARTIES TO THE AGREEMENT

This is an Agreement for the Portfolio Work to be performed on the Brookfield Portfolio entered into by Brookfield, the Council and the Local Unions (as defined herein) (Brookfield, the Council and the Local Unions collectively referred to herein as the "Parties"). 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

The term "Agreement" means this Portfolio Labor Agreement, the applicable Schedule "A" collective bargaining agreements identified in Schedule "A" (individually, a "CBA" and, collectively, "CBAs"), the trade addenda annexed hereto as Schedule "B" (each Schedule "B", a "Trade Addendum" and, collectively, "Trade Addenda"), the Letter of Assent annexed hereto as Schedule "C", the Council's Standards of Excellence annexed hereto as Schedule "D", and the Drug & Alcohol Testing Policy annexed hereto as Schedule "E", which are hereby incorporated by reference herein and made a material part thereof. When any applicable Trade Addendum refers to the rates contained in any CBA or any rate reductions, the reference shall be to the rates contained in the then current CBA in effect with respect to the Contractor covered by that Trade Addendum, unless otherwise specifically noted in the Trade Addendum.

The term "Construction Manager(s)" means all construction managers engaged to perform Portfolio Work within the scope of this Agreement as defined in Article 3.

The term "Contractor(s)" means all contractors, both trade contractors and sub-contractors of any tier, engaged in Portfolio Work within the scope of this Agreement as defined in Article 3.

The term "controlling interest" as used in this Agreement, and with respect to the entity to which such term refers, shall mean having the power and authority to hire construction trades without the consent such entity's lenders or partners.

The terms "Council" or "BCTC" means the Building and Construction Trades Council of Greater New York and Vicinity, affiliated with the Building and Construction Trades Department of the AFL-CIO ("BCTD")

The term "General Contractor(s)" means all general contractors engaged to perform Portfolio Work within the scope of this Agreement as defined in Article 3.

The term "Local Union(s)" means any Council or BCTD affiliate signatory to this Agreement.

The term "Portfolio Work" means all work for construction, alteration and/or repair work performed at any of the Brookfield Buildings in the Brookfield Portfolio during the term of this Agreement. Portfolio Work shall not include any routine operations, Emergency Work (defined below) or maintenance services provided at any Brookfield Building in the Brookfield Portfolio, unless otherwise set forth in a Trade Addendum. The term "Emergency Work" means an immediate and unplanned action at any Brookfield Building that must be taken to alleviate a hazardous condition, which represents an imminent threat to life, health, safety, or property. Where Emergency Work can be safely and efficiently performed by qualified trades personnel present performing Portfolio Work, they shall be used in the first instance.

SECTION 2. EXECUTION IN COUNTERPARTS

All Parties, including the participating Local Unions, may execute the Agreement in counterparts by .pdf or electronic signature, each of which shall be an original and all of which, together, shall constitute one agreement.

SECTION 3. ENTITIES BOUND & ADMINISTRATION OF AGREEMENT

This Agreement shall be binding on all Local Unions and Brookfield, as well as all Contractors engaged in the Portfolio Work. Notice shall be provided to the Council promptly upon knowledge of any sale, conveyance, assignment or any other transfer of rights or obligations with respect to a Brookfield Building or Brookfield Entity which results in BPI no longer having a controlling interest (as defined herein) in such Brookfield Building or Brookfield Entity. Notwithstanding the foregoing, nothing in this

Agreement shall be construed as a prohibition, restriction or limitation in any manner or at any time on Brookfield or BPI from freely selling, leasing, conveying, assigning or otherwise transferring the rights or obligations of the Brookfield Portfolio, in whole or in part, without the consent of the Local Unions or the Council.

Each Brookfield Entity may assign this Agreement or any of its rights or interests hereunder, or delegate any of its obligations hereunder, to (i) an affiliated entity, (ii) any successor pursuant to a merger, reorganization, consolidation or sale, (iii) an entity that is acting as a General Contractor or Construction Manager for any Portfolio Work at a Brookfield Building or (iv) a tenant at a Brookfield Building. To the extent a Brookfield Entity's rights or interests are assigned to an entity in which BPI has a controlling interest (as defined herein), such assignee(s) shall be bound by this Agreement and solely and exclusively responsible for all obligations and liabilities of such assigning Brookfield Entity arising under or out of this Agreement on and after the date of the assignment, and notwithstanding any other provision of this Agreement, the Local Unions hereby waive any and all recourse against the assignor for any such claims upon an effective and complete assignment. Notice shall be provided to the Council promptly following any assignment pursuant to this paragraph.

Brookfield, and assignees as set forth above, and the Contractors shall include in any trade contract for any Portfolio Work that they let for performance during the term of this Agreement a requirement that their Contractors, 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 in the form annexed hereto as Schedule "C", with respect to the Portfolio Work within the scope of Article 3.

All notices required or permitted to be given by one party to the other under this Agreement shall be in writing and delivered by hand, overnight courier, or registered or

[March 5, 2014: Issued by Brookfield Properties Inc.]
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certified mail, return receipt requested. Notices given by any Brookfield Entity to this Agreement shall be deemed given by Brookfield. Notices to Brookfield shall be sent to: c/o Brookfield Financial Properties, L.P., 250 Vesey Street, New York, New York 10281-1021, Attn: Ark Latt, with a copy to (i) c/o Brookfield Financial Properties, L.P., 250 Vesey Street, New York, New York 10281-1021, Attn: General Counsel, and (ii) Goulston & Storrs, P.C., 885 Third Avenue, 18th Floor, New York, New York 10017, Attn: Aaron Abraham, Esq. Notices to the Council shall be sent to: 71 W. 23rd Street, New York, New York 10010 Attn: Gary LaBarbera, with a copy to Colleran O'Hara & Mills 1225 Franklin Avenue, Suite 450, Garden City, New York 11530, Attn: Carol O'Rourke Pennington Esq. All notices given in accordance with the foregoing may be given by the Parties' respective counsel.

SECTION 4. SUPREMACY CLAUSE

This Agreement, as defined above in Article 2, Section 1, represents the complete understanding of the Parties. Where there are conflicts between and among this Portfolio Labor Agreement, the CBAs and the Trade Addenda, the Trade Addenda shall govern. Where there are conflicts between and among this Portfolio Labor Agreement and the CBAs, this Portfolio Labor Agreement shall govern. Where this Portfolio Labor Agreement and/or the applicable Trade Addendum are silent on a subject, the applicable CBA shall govern. This Agreement shall supersede any national agreement, local agreement or other collective bargaining agreement of any type which would otherwise apply to the Portfolio 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, and 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.

SECTION 5. LIABILITY

The liability of 450 Partners LLC, 1114 6th Avenue Co. LLC, BOP 245 Park LLC, BOP One North End LLC, BOP West 31st Street LLC, Brookfield Properties OLP Co. LLC, Brookfield Properties One WFC Co. LLC, Brookfield Properties W. 33RD CO. L.P., One NY Plaza Co. LLC, WFP Retail Co. L.P., WFP Tower B Co. L.P., and WFP Tower D Co. L.P., under this Agreement shall be several and not joint. The liability of the General Contractor, Construction Manager and any Contractor shall be several and not joint. The liability of the Council and the Local Unions shall be several and not joint. The Council shall not be liable for any violations of this Agreement by any other party or Local Union.

SECTION 6. BID SPECIFICATIONS AND CONTRACT DOCUMENTS

Brookfield will require in all bid specifications for all Portfolio Work, that all Contractors, 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 Brookfield in determining which Contractors shall be awarded contracts for Portfolio Work. It is further understood that Brookfield has sole discretion at any time to terminate, delay or suspend the Portfolio Work, in whole or in part, provided that such termination, delay or suspension shall not be used as a mechanism for excluding any work within the scope of any Local Union's jurisdiction from the scope of the Portfolio Work at a Brookfield Building, and provided further that if such work is resumed it shall be governed by this Agreement.

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

Only Contractors who are parties to a collective bargaining agreement with a Local Union shall be employed to perform Portfolio Work. However, as to a non-signatory local union, the Local Unions agree that this Agreement will be made available to, and will fully apply to, any successful bidder or Contractor awarded or performing Portfolio Work at a Brookfield Building, without regard to whether that successful bidder performs work at other sites on either a union or non-union basis. Portfolio Work shall not include any work related to any properties or projects other than the Portfolio Work at the Brookfield Portfolio during the term of this Agreement and the Parties agree that this Agreement shall not apply to any work that is performed at any location other than the Brookfield Portfolio.

SECTION 8. WORK PRESERVATION

Brookfield and the Contractors shall not subcontract any Portfolio Work to be done at a Brookfield Building 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. PORTFOLIO WORK

No Portfolio Work within the jurisdiction of a Local Union shall be excluded from the Portfolio Work unless expressly excluded in this Agreement. This Agreement is effective upon full execution by the Parties. Notwithstanding the above, it is agreed and understood among the Parties that the definition of Portfolio Work herein is not a representation, warranty or guaranty that Brookfield will refrain from making changes to the current plan for any Portfolio Work at the Brookfield Portfolio, which it shall be free to do within its sole discretion. In all lease agreements executed after the date of this

Agreement with tenants at any Brookfield Building within the Brookfield Portfolio, Brookfield shall notify such tenants that it is in Brookfield's proprietary and economic interests to use only Local Unions for any construction work in the applicable Brookfield Building, and shall require such tenants and their Contractors to use only Local Unions for such construction work.

SECTION 2. TERM

This Agreement, together with all of its provisions, shall automatically terminate on the twentieth (20th) anniversary of the execution of this Agreement, unless otherwise extended by mutual agreement of the Parties in writing.

SECTION 3. EXCLUDED EMPLOYEES

The following persons are not subject to the provisions of this Agreement, even though performing work ancillary to the Portfolio 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 CBAs (for example where general forepersons, forepersons and field surveyors are included in the bargaining unit under a particular CBA they are covered by this Agreement);

b. Employees and entities engaged in off-site manufacture, modifications, repair, maintenance, assembly, painting, handling or fabrication of components, materials, equipment or machinery, or involved in deliveries to and from the Portfolio Work sites, unless such employees are already included in the bargaining units under the CBAs;

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c. Employees of Brookfield, except those performing manual labor within the scope of this Agreement and subject to the CBAs 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 the Portfolio Work and performed by third parties such as utility companies, who shall install their work only to a certain demarcation point identified by Brookfield at the commencement of any Portfolio Work, if applicable, and provided that the employees of such third parties are not used to replace employees performing the Portfolio Work pursuant to this Agreement.

SECTION 4. NON-APPLICATION TO CERTAIN ENTITIES

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 Brookfield or any Contractor. As the contracts involving the Portfolio Work are completed and accepted, the Agreement shall have no further force or effect on such items or areas, except where inspections, additions, repairs, modifications, checkout and/or warranty work are assigned in writing (with a copy to the Local Union involved) by Brookfield for performance under the terms of this Agreement.

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ARTICLE 4 - UNION RECOGNITION AND EMPLOYMENT

SECTION 1. PRE-HIRE RECOGNITION

Brookfield and the Contractors recognize the Local Unions as the sole and exclusive bargaining representatives of all craft employees who are performing the Portfolio Work with respect to that work.

SECTION 2. UNION REFERRAL

The Contractors agree to utilize, employ and hire craft employees for the Portfolio Work covered by this Agreement through the job referral systems and hiring halls as set forth in any CBA. Notwithstanding this, Brookfield 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); 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 request is made by Brookfield or the Contractor (Saturdays, Sundays and holidays excepted), Brookfield 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, Brookfield or the Contractor shall give the Local Union first preference to refer applicants, subject to the other provisions of this Article. Brookfield or the Contractor shall notify the Local Union of craft employees hired for the Portfolio Work within its jurisdiction from any source other than referral by the Local Union.

SECTION 3. NON-DISCRIMINATION IN REFERRALS

The Council and the Local 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,

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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 Portfolio Work 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 extensive amount of Portfolio 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 Brookfield Portfolio, 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 Council or the Building and Construction Trades Department.

SECTION 5. UNION DUES

All employees covered by this Agreement shall be subject to the union security provisions contained in the applicable CBA but only for the period of time during which they are performing on-site Portfolio 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 Portfolio Work. No employee shall be discriminated against because of the employee's

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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 CBAs.

SECTION 7. APPRENTICES

Unless otherwise specified in the Trade Addenda, apprentices may be employed at the maximum journey person to apprentice ratios approved by the New York State Department of Labor for the relevant trade. If the maximum permissible journey person to apprentice ratios, or those ratios agreed to in the applicable Trade Addenda, are not achieved due to the unavailability of apprentices, the Local Union(s) will accept Brookfield's referrals of individuals for acceptance into the applicable apprentice program and assignment to the Portfolio Work to the extent permitted by law, rule, regulation or program limitations.

ARTICLE 5 - UNION REPRESENTATION

SECTION 1. LOCAL UNION REPRESENTATIVE

Each Local Union representing employees performing Portfolio Work shall be entitled to designate representative(s), and/or a business manager, who shall be afforded access to the applicable Brookfield Building during Portfolio Work.

SECTION 2. STEWARDS

a. Each Local Union shall have the sole discretion to select and designate any journey person as a steward ("Steward") and an alternate Steward. The Local Union shall notify Brookfield and the Contractor of the identity of the designated Steward (and alternate) prior to the assumption of such duties. Stewards shall not exercise supervisory

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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 Contractor's appropriate supervisor. Each Steward shall be concerned with the employees of the Steward's trade but not any other trade. Brookfield and the Contractor will not discriminate against the Steward in the proper performance of Local Union duties.

SECTION 3. LAYOFF OF A STEWARD

The Contractors agree to notify the appropriate Local 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 CBA, such provision shall be recognized to the extent the Steward possesses the necessary qualifications to perform Portfolio 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 a CBA and this Agreement, Brookfield retains full and exclusive authority for the management of their operations including, but not limited to: the right to direct the work force, including determination as to the number of employees to be hired and the qualifications therefore; the promotion, transfer, layoff of its employees; the discipline or discharge for just cause of its employees; the assignment and schedule of Portfolio Work (subject to the New York Plan and to the extent provided herein); the promulgation of reasonable work rules that are not inconsistent with this Agreement or rules common in the industry and are

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reasonably related to the nature of the Portfolio 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 Portfolio Work.

ARTICLE 7 - WORK STOPPAGES AND LOCKOUTS

SECTION 1. NO STRIKES

There shall be no strikes, sympathy strikes, picketing, work stoppages, slowdowns, hand billing or demonstrations or other disruptive activity on Portfolio Work for any reason ("Job Disruptions") by any Local Union or employee of any Local Union or of any Contractor performing Portfolio Work, provided that where a fringe benefit delinquency occurs, the withholding of labor by the affected Local Union pursuant to the terms of its CBA shall not constitute a Job Disruption within the meaning of this section. The above prohibitions of this Section 1 apply to all Portfolio Work, and any work that is not Portfolio Work is not covered by said prohibitions.

SECTION 2. NO LOCKOUT

There shall be no lockout by Brookfield or any Contractor in the performance of Portfolio Work.

SECTION 3. COMPLIANCE WITH SECTIONS 1 AND 2

Contractors, Brookfield, the Council and the Local Unions shall use their best efforts to ensure compliance with Sections 1 and 2 of this Article 7 and to ensure uninterrupted construction and the free flow of traffic in the Portfolio Work sites for the term of this Agreement.

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SECTION 4. RESERVATION OF RIGHTS OF SIGNATORY UNIONS

The Local Unions reserve all of their collective bargaining rights with respect to the negotiation of successor CBAs, but the Local Unions and the Council shall not participate in or condone any Job Disruptions.

SECTION 5. DISCHARGE FOR VIOLATION

An employee violating Section 1 above may be discharged immediately.

SECTION 6. NOTIFICATION

If Brookfield or a Contractor contends that any Local 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 both will use their best efforts to cause the employees and/or 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 Local Union. Failure to give any notification set forth in this Article shall not excuse any violation of Section 1 of this Article.

SECTION 7. EXPEDITED ARBITRATION

Brookfield and any Contractor or Local 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. The Parties have designated Richard Adelman, Martin Scheinman and Jack Tillem to serve as independent arbitrators (collectively, the "Arbitrators" and each, individually, an "Arbitrator"). These Arbitrators shall be assigned cases by the Parties on a rotating basis. If the Arbitrator is not available to hear the case within a reasonable period, not to exceed seven (7) calendar days from the request to arbitrate from the party

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invoking the procedure, the party invoking the expedited arbitration will contact the next Arbitrator in the rotation. If no Arbitrator can hear the case within seven (7) calendar days, the case will be assigned to the Arbitrator who can hear the case on the earliest date or, alternatively, the Parties may designate any other individual upon mutual agreement. Upon notice of the permanent unavailability of any of the aforementioned Arbitrators, the Parties will replace said designation herein with successor Arbitrator(s) upon mutual agreement.

b. The Arbitrator shall give notice as to time and place to Brookfield and the Contractor and Local Union involved, as well as 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, hand delivery, or fax, confirmed by overnight delivery. The hearing shall be completed in one session, which shall not exceed eight (8) hours duration (no more than four (4) hours being allowed to either side to present their case, and conduct their cross-examination), unless otherwise agreed. A failure of any Local Union, Brookfield 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 ("Award") restraining such violation and serve copies on Brookfield and the Contractor and the Local Union involved, with a courtesy copy to the Council. The

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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 three 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 fifteen (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 Brookfield and the Contractor involved, and the Local Union involved. In any court proceeding to obtain a temporary or preliminary order enforcing the Award as issued under this expedited procedure, Brookfield and the Contractor involved and the Local 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 Brookfield and the Contractors and the Local Unions to whom they accrue.

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

SECTION 8. ARBITRATION OF DISCHARGES FOR VIOLATION

Procedures contained in Article 9 shall not be applicable to any alleged violation of this Article 7, with the single exception that an employee discharged for violation of

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Section 1, above, who 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 the Local 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 Brookfield and the Council. The Committee may include representatives of the Local Unions and the 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 Portfolio Work assignments to the Local Unions shall be made by Brookfield, General Contractors, Construction Managers, and Contractors of the Local Unions, pursuant to the Green Book decisions of the New York Plan (as defined herein). The Committee shall be formulated upon execution of this Agreement and shall convene a pre-job conference at least forty-five (45) days (or such lesser period as may be practical) prior to Brookfield's mobilization on the job, which shall include all affected Contractors and trades, to resolve any issues with respect to scheduling and Portfolio Work assignments that have been made. Notices of pre-job conferences for Portfolio Work assignments shall be provided to those Local Unions representing a specific craft jurisdiction performing such Portfolio Work. No later than ten (10) days prior to beginning its Portfolio Work on the Portfolio Work sites, each Contractor shall inform

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Brookfield of the identity of the Local Union to which it intends to assign the Portfolio Work within the scope of its contract. Brookfield shall immediately forward that tentative assignment in writing to the Committee, which may, prior to the Contractor beginning its Portfolio Work, schedule a conference with the General Contractor and/or Construction Manager, Brookfield and interested Local Unions to discuss the tentative assignment. Brookfield shall make good faith efforts to ensure that the contracts it lets to Contractors shall result in the assignment of the Portfolio Work involved to the Local Union(s) entitled to perform the Portfolio 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, Brookfield, General Contractor or Construction Manager shall assign it in conformance with New York City BCTC area practice.

If the Committee is unable to resolve any jurisdictional issue referred to it, the affected 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

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Portfolio Work site superintendent of the involved Contractor and Brookfield. To be timely, such notice of the grievance must be given within seven (7) business days after the act, occurrence or event, or knowledge thereof, giving rise to the grievance, or as soon thereafter as practical.

- The Local Union Business Representative or the Shop Steward and site representative of the involved Contractor shall meet and/or confer and endeavor to adjust the matter within seven (7) calendar days after timely notice has been given or as soon thereafter as practical.
- If they fail to resolve the matter within the prescribed period, the grieving party may, within seven (7) business days or as soon thereafter as practical, 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 Brookfield 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 seven (7) business days, or as soon thereafter as practical, 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, the Council and Brookfield shall meet in Step

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2 within seven (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 twenty-one (21) calendar days after the initial Step 2 meeting, or as soon thereafter as practical, submit the grievance to arbitration by requesting an arbitration hearing in writing (copies pursuant to the notice provisions hereof to other participants, including the Contractor, Council and Brookfield), to the Arbitrator, 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 under this procedure. 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. The Parties have designated the Arbitrators named in Article 7, Section 7 to serve as independent arbitrators under this provision. These Arbitrators shall be assigned cases by the Parties on a rotating basis. If the Arbitrator is not available to hear the case within a reasonable period not to exceed thirty (30) calendar days from the Notice to Arbitrate from the party invoking the procedure, the party invoking arbitration will contact the next Arbitrator in the rotation. If no Arbitrator can hear the case within thirty (30) calendar days, the case will be assigned to the Arbitrator who can hear the case on the earliest date or, alternatively, the Parties may designate any other individual upon mutual agreement.

c. 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

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by written consent of Brookfield, 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 sixty (60) calendar days prior to the notice of the grievance on Brookfield and the involved Contractor or Local Union.

SECTION 3. PARTICIPATION BY OWNER/DEVELOPER

Brookfield shall be notified by the involved Contractor of all actions at Steps 2 and 3, will receive all notices issued by the involved Local Union and the Arbitrator and, at their 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 Council's New York Plan for the Settlement of Jurisdictional Disputes (the "New York Plan") shall apply to the settlement of all jurisdictional disputes involving Portfolio Work performed by the Local Unions. All Portfolio Work assignments shall be made by Brookfield, General Contractors, Construction Managers and/or Contractors to BCTD/BCTC Local Unions consistent with the New York Plan and the 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.

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SECTION 2. NO DISRUPTIONS

There will be no Job Disruptions of any kind arising out of any jurisdictional dispute. Pending the resolution of the dispute, Portfolio 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 Job Disruptions of any kind with Portfolio Work while any jurisdictional dispute is being resolved. Portfolio 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 Job Disruptions 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 Portfolio Work performed and paid the base hourly wage and fringe benefit rates for those classifications as specified in the applicable CBAs as amended during the term of this Agreement, or as set forth in the Trade Addenda.

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 CBA.

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

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to Portfolio Work done under this Agreement and only for those employees to whom this Agreement requires such benefit payments.

c. All fringe benefit collection and delinquency matters will be governed by the CBAs.

d. It is agreed that prior to a Local Union withholding labor over alleged fringe benefit fund ("Fund") delinquencies for Portfolio Work, the General Contractor and/or Construction Manager agree to withhold from outstanding monies due an allegedly delinquent Contractor, such amounts as the Fund or Local Union claim are due and to retain such amount for the benefit of the Fund upon submission of a delinquency notice ("Delinquency Notice"). A Delinquency Notice shall be a written notice from a Fund or Local Union stating that monies are owed to a Fund for Portfolio Work. All Delinquency Notices shall be submitted to both the delinquent Contractor and the General Contractor and/or Construction Manager, and copied to Brookfield pursuant to the notice provisions hereof.

e. In the event that the delinquency is not resolved within thirty (30) days of the Delinquency Notice, in order to mitigate damages, the Local Union may withhold its labor from the delinquent Contractor, which shall not be considered a strike under Article 7, Section 1.

f. This delinquency provision is not to be construed as creating a debt or any other liability on the part of Brookfield to the Local Union or to any Fund for any delinquent contributions payable by the defaulting Contractor.

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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 eight hours at straight time rates, plus a 1/2 hour unpaid lunch period each day.

B. Except as otherwise provided in a Trade Addendum, Brookfield 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.

C. Except as otherwise provided in a Trade Addendum, starting times per trade may only be changed pursuant to the terms of the CBA or, in the event the CBA 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), in accordance with the CBAs, except where adjusted in an applicable Trade Addendum. There shall be no pyramiding of overtime.

SECTION 3. SHIFTS

Shifts may only be scheduled and paid in accordance with the CBAs, except where adjusted in an applicable Trade Addendum.

SECTION 4. HOLIDAYS

There shall be nine standard holidays as follows ("Holidays");

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New Year's Day

Martin Luther King Jr. Day

Presidents' Day

Memorial Day

Independence Day

Labor Day

Veteran's Day

Thanksgiving Day

Christmas Day

Portfolio Work performed on the above referenced Holidays shall be paid in accordance with the treatment of those holidays in the Local Unions' respective CBAs. It is agreed that Christmas Eve and New Years Eve shall be treated pursuant to the CBAs.

SECTION 5. SATURDAY MAKE-UP DAYS

Saturday make-up days may be scheduled and paid in accordance with the CBAs, except where adjusted in an applicable Trade Addendum.

ARTICLE 13 - TEMPORARY SERVICES

Temporary services shall only be required upon the specific request of Brookfield in accordance with the applicable Trade Addendum. When requested they shall be provided by the employees represented by the appropriate Local 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 Occupational Health Safety and Health Administration ("OSHA") and safety requirements, as appropriately applied to particular trades, are at all times maintained on the applicable Portfolio Work sites, and

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the employees and the Local Unions agree to cooperate fully with these efforts. The Contractors must perform their work at all times in a safe manner and protect themselves and the property of Brookfield and Contractors from injury or harm, to the extent consistent with their obligations under the law, rules or regulations.

SECTION 2. SITE RULES

A. Brookfield 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 the Portfolio Work. These rules will be explained at the pre-job conferences and posted at the Portfolio Work sites and may be amended thereafter as necessary. These rules shall include, without limitation, the BCTC approved Drug & Alcohol Testing Policy, as set forth in Schedule "E" (the "Policy"). Such rules will be published and provided to the Local Unions and the Council and will be posted in conspicuous places throughout the Portfolio Work sites. Contractors covered by this Agreement shall at all times be bound by and adhere to the rules. Failure to do so will be grounds for discipline, including discharge.

B. Brookfield may implement a badging system to control and record site access for security purposes. In the future and after appropriate negotiation with the Council, Brookfield may use the badging system as a method to monitor, record or determine hours worked by trade employees.

SECTION 3. INSPECTIONS

Brookfield shall have the right, at its sole discretion, to inspect incoming and outgoing shipments and/or deliveries or any vehicle entering or leaving the Portfolio Work sites.

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ARTICLE 15 - NO DISCRIMINATION

SECTION 1. COOPERATIVE EFFORTS

The Contractors and the Local 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, or 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 Portfolio Work beginning upon the date hereof and shall thereafter remain in effect for each Brookfield Building in the Brookfield Portfolio to the extent BPI maintains a controlling interest in such Brookfield Building. In the event Brookfield sells, conveys or otherwise assigns or loses its controlling interest in a Brookfield Building, this Agreement shall no longer apply to such Brookfield Building. In the event Brookfield sells, conveys or otherwise assigns its controlling interest in a Brookfield Building, Brookfield will advise the successor or assignee of this Agreement and the proprietary interests served by this Agreement and will provide notice to the Council of the identity of the successor or assignee. Brookfield shall not sell, convey or otherwise assign its controlling interest solely to avoid its obligations under this Agreement.

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

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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 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 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 Contractors and the Local Unions.

b. Nothing in this Agreement is intended to be or shall be construed as a waiver by any Local Union of any prevailing wage determination or schedule that is

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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 Local Union of any more favorable term or condition of employment that may be contained in a collective bargaining agreement applicable to work outside the scope of this Agreement.

ARTICLE 18 - FUTURE CHANGES IN SCHEDULE AGREEMENTS

SECTION 1. CHANGES TO AREA CONTRACTS

The CBAs shall continue in full force and effect until the Contractors and/or Local Union parties to the CBAs notify Brookfield, in writing, of the changes to both wages and fringes agreed to in the CBAs that are applicable to Portfolio Work covered by this Agreement and the effective dates of the changes. The Local Unions reserve all of their collective bargaining rights with respect to the negotiation of successor CBAs.

ARTICLE 19 - HELMETS TO HARDHATS

SECTION 1.

The Contractors and the Local 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 Contractors and the Local Unions agree to utilize the services of the "Helmets to Hardhats" program (the "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 Local Unions and the Contractors agree to coordinate with the Program to create and maintain an integrated database of veterans interested in working on the

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Brookfield Portfolio and of apprenticeship and employment opportunities for the Portfolio Work. To the extent permitted by law, the Local Unions will give credit to such veterans for bona fide, provable past experience.

ARTICLE 20 - MOST FAVORED STATUS

A. If during the term of this Agreement, any of the Local Unions become parties to a collective bargaining agreement (including, but not limited to, any applicable CBA) or project labor agreements, which would be applicable to any other construction manager, general contractor, contractor, owner or developer performing private work on its real estate portfolio consisting of multiple Class A commercial buildings and luxury residential buildings in Manhattan of a smaller or similar size, scope and duration as that covered by this Agreement, that contains a more favorable term on the Class A commercial or luxury residential portion of its Manhattan portfolio than that which is applicable to the Portfolio Work, Brookfield shall have the right to implement the more favorable term upon thirty (30) days written notice to the Council and the applicable Local Union. In the event any party to this Agreement opposes such implementation, the matter will be submitted to expedited arbitration pursuant to Article 7, Section 4 of this Agreement.

B. The Arbitrator under this clause may only determine if prospective application of any allegedly more favorable terms and conditions is appropriate. The Arbitrator is not authorized to award damages.

C. This Article shall not apply wherever the Council or its affiliates enters into a written agreement with an owner, employer, construction manager, general contractor, or contractor to allow adjustments for a specific project, (not including portfolios in Manhattan), in the context of a job targeting or a market recovery effort. In such cases,

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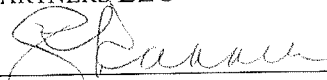
the adjustments shall apply only to the work on the project specified in the written agreement.

IN WITNESS WHEREOF the Parties have caused this Agreement to be executed and effective as of the date first written above.


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BROOKFIELD PLA

450 PARTNERS LLC


By: 

Sabrina L. Kanner
Senior Vice President, Design and Construction

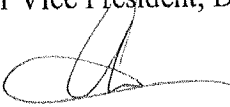
By: 

Ark Latt
Vice President, Construction

1114 6TH AVENUE CO. LLC


By: 

Sabrina L. Kanner
Senior Vice President, Design and Construction


By: 

Ark Latt
Vice President, Construction

BOP 245 PARK LLC


By: 

Sabrina L. Kanner
Senior Vice President, Design and Construction

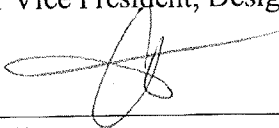
By: 

Ark Latt
Vice President, Construction

BOP ONE NORTH END LLC

By: 

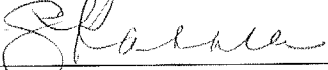
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Senior Vice President, Design and Construction

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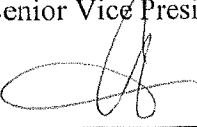
Ark Latt
Vice President, Construction

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BOP WEST 31ST STREET LLC

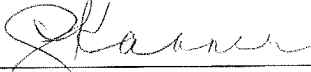
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Sabrina L. Kanner
Senior Vice President, Design and Construction

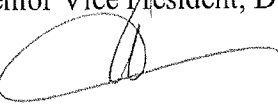
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Ark Latt
Vice President, Construction

BROOKFIELD PROPERTIES OLP Co. LLC

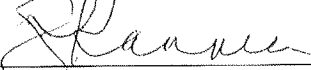
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Sabrina L. Kanner
Senior Vice President, Design and Construction

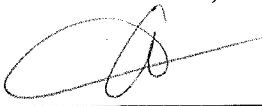
By: 

Ark Latt
Vice President, Construction

BROOKFIELD PROPERTIES ONE WFC Co. LLC

By: 

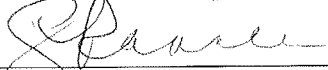
Sabrina L. Kanner
Senior Vice President, Design and Construction

By: 


Ark Latt
Vice President, Construction

BROOKFIELD PROPERTIES W. 33RD CO. L.P.

By: Brookfield Properties W 33rd GP LLC, its general partner

By: 

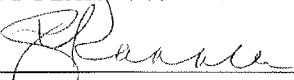
Sabrina L. Kanner
Senior Vice President, Design and Construction

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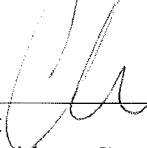
Ark Latt
Vice President, Construction

BROOKFIELD PLA

ONE NY PLAZA CO. LLC

By: 


Sabrina L. Kanner
Senior Vice President, Design and Construction

By: 

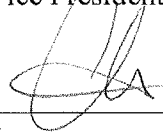
Ark Latt
Vice President, Construction

WFP RETAIL CO. L.P.

By: WFP Retail Co. G.P. Corp., its general partner

By: 

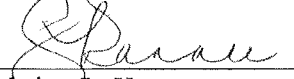
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Senior Vice President, Design and Construction

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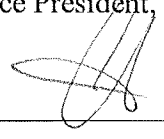
Ark Latt
Vice President, Construction

WFP TOWER B CO. L.P.

By: WFP Tower B Co. G.P. LLC, its general partner

By: 

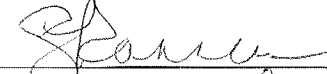
Sabrina L. Kanner
Senior Vice President, Design and Construction

By: 

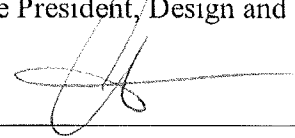
Ark Latt
Vice President, Construction

WFP TOWER D CO. L.P.

By: WFP Tower D Co. G.P. Corp., its general partner

By: 

Sabrina L. Kanner
Senior Vice President, Design and Construction

By: 

Ark Latt
Vice President, Construction

[March 5, 2014: Issued by Brookfield Properties Inc.]

BROOKFIELD PLA

BUILDING AND CONSTRUCTION TRADES COUNCIL
OF GREATER NEW YORK

By: Gary LaBarbera

Name: GARY LABARBERA

Title: PRESIDENT

BROOKFIELD PLA


**BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW
YORK AND VICINITY AFFILIATE EXECUTION PAGE FOR
PROJECT LABOR AGREEMENT**

TO: Steve Ludwigson, Business Manager - Boiler Makers Local No. 5
FROM: Gary LaBarbera, President – Building and Construction Trades Council of
Greater New York and Vicinity.

The Executive Board of the Building and Construction Trades Council of Greater New York has approved the Project Labor Agreement enclosed herewith. Additionally, the Building Trades Department of the AFL-CIO has approved the same. This Project Labor Agreement has also been executed by the Construction Manager/General Contractor/Owner-Developer.

Pursuant to the Executive Board and BCTD approval of this PLA, please execute below, which shall constitute your agreement with the PLA and make the PLA valid, binding and enforceable.

Acknowledged and agreed to by:


Signature

2/27/14
Date

STEVEN LUDWIGSON
Print name

BUSINESS MANAGER, BOILERMAKERS LOCAL 5
Title and Local

BROOKFIELD PLA

**BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW
YORK AND VICINITY AFFILIATE EXECUTION PAGE FOR
PROJECT LABOR AGREEMENT**

TO: Steve McInnis, Executive Secretary Treasurer - Carpenters District
Council

FROM: Gary LaBarbera, President - Building and Construction Trades Council of
Greater New York and Vicinity.

The Executive Board of the Building and Construction Trades Council of Greater New York has approved the Project Labor Agreement enclosed herewith. Additionally, the Building Trades Department of the AFL-CIO has approved the same. This Project Labor Agreement has also been executed by the Construction Manager/General Contractor/Owner-Developer.

Pursuant to the Executive Board and BCTD approval of this PLA, please execute below, which shall constitute your agreement with the PLA and make the PLA valid, binding and enforceable.

Acknowledged and agreed to by:

Joseph Geiger
Signature

2/28/14
Date

JOSEPH GEIGER
Print name

Executive Secretary Treasurer - NYCDC
Title and Local

BROOKFIELD PLA

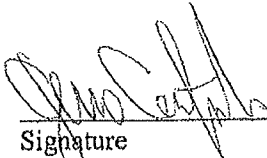
**BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW
YORK AND VICINITY AFFILIATE EXECUTION PAGE FOR
PROJECT LABOR AGREEMENT**

TO: Gino Castingnoli, Business Manager - Cement Masons No. 780
FROM: Gary LaBarbera, President – Building and Construction Trades Council of
Greater New York and Vicinity.

The Executive Board of the Building and Construction Trades Council of Greater New York has approved the Project Labor Agreement enclosed herewith. Additionally, the Building Trades Department of the AFL-CIO has approved the same. This Project Labor Agreement has also been executed by the Construction Manager/General Contractor/Owner-Developer.

Pursuant to the Executive Board and BCTD approval of this PLA, please execute below, which shall constitute your agreement with the PLA and make the PLA valid, binding and enforceable.

Acknowledged and agreed to by:



Signature

03-21-14

Date

GINO CASTIGNOLI

Print name

FIN. SECT. B.M.

Title and Local

BROOKFIELD PLA

**BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW
YORK AND VICINITY AFFILIATE EXECUTION PAGE FOR
PROJECT LABOR AGREEMENT**


TO: Alex Castaldi, Business Manager - Concrete Workers District Council No.
16

FROM: Gary LaBarbera, President - Building and Construction Trades Council of
Greater New York and Vicinity.

The Executive Board of the Building and Construction Trades Council of Greater New York has approved the Project Labor Agreement enclosed herewith. Additionally, the Building Trades Department of the AFL-CIO has approved the same. This Project Labor Agreement has also been executed by the Construction Manager/General Contractor/Owner-Developer.

Pursuant to the Executive Board and BCTD approval of this PLA, please execute below, which shall constitute your agreement with the PLA and make the PLA valid, binding and enforceable.

Acknowledged and agreed to by:



Signature

February 26, 2014
Date

ALEXANDER J. CASTALDI

Print name

PRESIDENT - BUSINESS MANAGER.

Title and Local

BROOKFIELD PLA

**BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW
YORK AND VICINITY AFFILIATE EXECUTION PAGE FOR
PROJECT LABOR AGREEMENT**

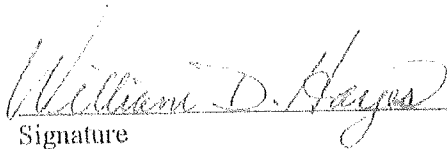
TO: William Hayes, Business Manager - Derrickmen and Riggers
Local Union No. 197

FROM: Gary LaBarbera, President – Building and Construction Trades Council of
Greater New York and Vicinity.

The Executive Board of the Building and Construction Trades Council of Greater New York has approved the Project Labor Agreement enclosed herewith. Additionally, the Building Trades Department of the AFL-CIO has approved the same. This Project Labor Agreement has also been executed by the Construction Manager/General Contractor/Owner-Developer.

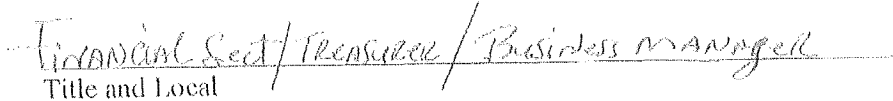
Pursuant to the Executive Board and BCTD approval of this PLA, please execute below, which shall constitute your agreement with the PLA and make the PLA valid, binding and enforceable.

Acknowledged and agreed to by:


Signature


Date


Print name


Title and Local

BROOKFIELD PLA

**BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW
YORK AND VICINITY AFFILIATE EXECUTION PAGE FOR
PROJECT LABOR AGREEMENT**

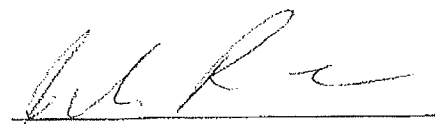
TO: Joseph Giordano, Business Manager - Drywall Tapers 1974 District
Council 9

FROM: Gary LaBarbera, President -- Building and Construction Trades Council of
Greater New York and Vicinity.

The Executive Board of the Building and Construction Trades Council of Greater New York has approved the Project Labor Agreement enclosed herewith. Additionally, the Building Trades Department of the AFL-CIO has approved the same. This Project Labor Agreement has also been executed by the Construction Manager/General Contractor/Owner-Developer.

Pursuant to the Executive Board and BCTD approval of this PLA, please execute below, which shall constitute your agreement with the PLA and make the PLA valid, binding and enforceable.

Acknowledged and agreed to by:



Signature

2/2/14

Date

Joseph Ramaglia

Print name

BM/ST DC9

Title and Local

BROOKFIELD PLA

**BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW
YORK AND VICINITY AFFILIATE EXECUTION PAGE FOR
PROJECT LABOR AGREEMENT**

TO: Christopher Erikson, Business Manager -- Electrical Workers Local No. 3

FROM: Gary LaBarbera, President -- Building and Construction Trades Council of
Greater New York and Vicinity.

The Executive Board of the Building and Construction Trades Council of Greater New York has approved the Project Labor Agreement enclosed herewith. Additionally, the Building Trades Department of the AFL-CIO has approved the same. This Project Labor Agreement has also been executed by the Construction Manager/General Contractor/Owner-Developer.

Pursuant to the Executive Board and BCTD approval of this PLA, please execute below, which shall constitute your agreement with the PLA and make the PLA valid, binding and enforceable.

Acknowledged and agreed to by:

Christopher Erikson

Signature

2-21-14

Date

CHRISTOPHER ERIKSON

Print name

Business Mgr. Local 3

Title and Local

BROOKFIELD PLA

BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK AND VICINITY AFFILIATE EXECUTION PAGE FOR PROJECT LABOR AGREEMENT


TO: William Elfeld, Business Agent at Large - Glaziers Local Union No. 1281 District Council 9

FROM: Gary LaBarbera, President - Building and Construction Trades Council of Greater New York and Vicinity.

The Executive Board of the Building and Construction Trades Council of Greater New York has approved the Project Labor Agreement enclosed herewith. Additionally, the Building Trades Department of the AFL-CIO has approved the same. This Project Labor Agreement has also been executed by the Construction Manager/General Contractor/Owner-Developer.

Pursuant to the Executive Board and BCTD approval of this PLA, please execute below, which shall constitute your agreement with the PLA and make the PLA valid, binding and enforceable.

Acknowledged and agreed to by:



Signature

2/21/14
Date

Joseph Ramaglia

Print name

BM/ST DC9

Title and Local

BROOKFIELD PLA

BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK AND VICINITY AFFILIATE EXECUTION PAGE FOR PROJECT LABOR AGREEMENT

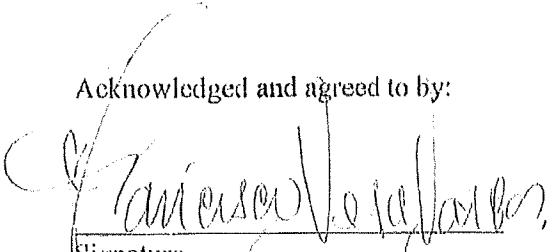
TO: Paco Vega, Business Manager - Heat & Frost Insulators Local Union No. 12A

FROM: Gary LaBarbera, President - Building and Construction Trades Council of Greater New York and Vicinity.

The Executive Board of the Building and Construction Trades Council of Greater New York has approved the Project Labor Agreement enclosed herewith. Additionally, the Building Trades Department of the AFL-CIO has approved the same. This Project Labor Agreement has also been executed by the Construction Manager/General Contractor/Owner-Developer.

Pursuant to the Executive Board and BCTD approval of this PLA, please execute below, which shall constitute your agreement with the PLA and make the PLA valid, binding and enforceable.

Acknowledged and agreed to by:


 Signature 2/21/2014
Date
Francisco "Paco" Vega
 Print name
Business Manager / Secretary Treasurer
 Title and Local

BROOKFIELD PLA

BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK AND VICINITY AFFILIATE EXECUTION PAGE FOR PROJECT LABOR AGREEMENT

TO: Matthew Aracich, Business Manager - Heat & Frost Insulators
Local Union No. 12

FROM: Gary LaBarbera, President -- Building and Construction Trades Council of Greater New York and Vicinity.

The Executive Board of the Building and Construction Trades Council of Greater New York has approved the Project Labor Agreement enclosed herewith. Additionally, the Building Trades Department of the AFL-CIO has approved the same. This Project Labor Agreement has also been executed by the Construction Manager/General Contractor/Owner-Developer.

Pursuant to the Executive Board and BCTD approval of this PLA, please execute below, which shall constitute your agreement with the PLA and make the PLA valid, binding and enforceable.

Acknowledged and agreed to by:


Signature

2-21-2014
Date

Matthew Aracich
Print name

Business Manager / FSI Heat & Frost Insulators, Local 12
Title and Local

BROOKFIELD PLA

BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK AND VICINITY AFFILIATE EXECUTION PAGE FOR PROJECT LABOR AGREEMENT

TO: Edward Walsh, President - Iron Workers District Council
FROM: Gary LaBarbera, President -- Building and Construction Trades Council of Greater New York and Vicinity.

The Executive Board of the Building and Construction Trades Council of Greater New York has approved the Project Labor Agreement enclosed herewith. Additionally, the Building Trades Department of the AFL-CIO has approved the same. This Project Labor Agreement has also been executed by the Construction Manager/General Contractor/Owner-Developer.

Pursuant to the Executive Board and BCTD approval of this PLA, please execute below, which shall constitute your agreement with the PLA and make the PLA valid, binding and enforceable.

Acknowledged and agreed to by:

Edward J. Walsh
Signature

2-24-2014
Date

EDWARD J. WALSH
Print name

PRESIDENT NYS. IRONWORKERS P.E.
Title and Local

BROOKFIELD PLA

**BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW
YORK AND VICINITY AFFILIATE EXECUTION PAGE FOR
PROJECT LABOR AGREEMENT**

TO: Robert Walsh, Business Manager - Iron Workers Local Union No. 40
FROM: Gary LaBarbera, President - Building and Construction Trades Council of
Greater New York and Vicinity.

The Executive Board of the Building and Construction Trades Council of Greater New York has approved the Project Labor Agreement enclosed herewith. Additionally, the Building Trades Department of the AFL-CIO has approved the same. This Project Labor Agreement has also been executed by the Construction Manager/General Contractor/Owner-Developer.

Pursuant to the Executive Board and BCTD approval of this PLA, please execute below, which shall constitute your agreement with the PLA and make the PLA valid, binding and enforceable.

Acknowledged and agreed to by:

Robert M. Hoover
Signature

2/14/2014
Date

Robert M. Hoover
Print name

Sr. Mgr. of Proj. Sec. Trs.
Title and Local

BROOKFIELD PLA

**BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW
YORK AND VICINITY AFFILIATE EXECUTION PAGE FOR
PROJECT LABOR AGREEMENT**

TO: Tom Lane, President - Tile, Marble & Terrazzo B.A.C. Local Union No.
7

FROM: Gary LaBarbera, President – Building and Construction Trades Council of
Greater New York and Vicinity.

The Executive Board of the Building and Construction Trades Council of Greater New York has approved the Project Labor Agreement enclosed herewith. Additionally, the Building Trades Department of the AFL-CIO has approved the same. This Project Labor Agreement has also been executed by the Construction Manager/General Contractor/Owner-Developer.

Pursuant to the Executive Board and BCTD approval of this PLA, please execute below, which shall constitute your agreement with the PLA and make the PLA valid, binding and enforceable.

Acknowledged and agreed to by:

Thomas Lane
Signature

2/21/14
Date

Thomas Lane
Print name

President Local 7 TMT
Title and Local

BROOKFIELD PLA

BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK AND VICINITY AFFILIATE EXECUTION PAGE FOR PROJECT LABOR AGREEMENT

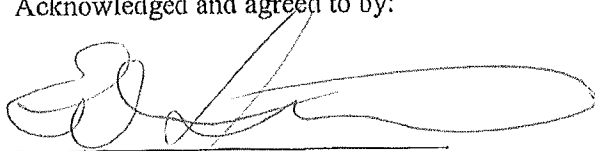
TO: *Edison Severino*, Business Manager Laborers Local No. 78
Asbestos & Lead Abatement

FROM: Gary LaBarbera, President – Building and Construction Trades Council of Greater New York and Vicinity.

The Executive Board of the Building and Construction Trades Council of Greater New York has approved the Project Labor Agreement enclosed herewith. Additionally, the Building Trades Department of the AFL-CIO has approved the same. This Project Labor Agreement has also been executed by the Construction Manager/General Contractor/Owner-Developer.

Pursuant to the Executive Board and BCTD approval of this PLA, please execute below, which shall constitute your agreement with the PLA and make the PLA valid, binding and enforceable.

Acknowledged and agreed to by:



Signature

2-28-14

Date

Edison Severino

Print name

Bus. Manager LOCAL 78

Title and Local

BROOKFIELD PLA

BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK AND VICINITY AFFILIATE EXECUTION PAGE FOR PROJECT LABOR AGREEMENT

TO: Keith Loscalzo, Business Manager - Laborers Local 1010 Pavers and Road Builders District Council

FROM: Gary LaBarbera, President – Building and Construction Trades Council of Greater New York and Vicinity.

The Executive Board of the Building and Construction Trades Council of Greater New York has approved the Project Labor Agreement enclosed herewith. Additionally, the Building Trades Department of the AFL-CIO has approved the same. This Project Labor Agreement has also been executed by the Construction Manager/General Contractor/Owner-Developer.

Pursuant to the Executive Board and BCTD approval of this PLA, please execute below, which shall constitute your agreement with the PLA and make the PLA valid, binding and enforceable.

Acknowledged and agreed to by:


Signature

2/27/14
Date

KEITH J. LOSCALZO
Print name

BUS MGR. PAVERS D.C. / LOCAL 1010
Title and Local

BROOKFIELD PLA

BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK AND VICINITY AFFILIATE EXECUTION PAGE FOR PROJECT LABOR AGREEMENT


TO: *Michael Prohaska*, Business Manager - Laborers 79 Construction and General Building Laborers

FROM: Gary LaBarbera, President – Building and Construction Trades Council of Greater New York and Vicinity.

The Executive Board of the Building and Construction Trades Council of Greater New York has approved the Project Labor Agreement enclosed herewith. Additionally, the Building Trades Department of the AFL-CIO has approved the same. This Project Labor Agreement has also been executed by the Construction Manager/General Contractor/Owner-Developer.

Pursuant to the Executive Board and BCTD approval of this PLA, please execute below, which shall constitute your agreement with the PLA and make the PLA valid, binding and enforceable.

Acknowledged and agreed to by:



Signature

2/26/2014
Date

Michael Prohaska

Print name

BUSINESS MANAGER CONSTRUCTION AND GENERAL

Title and Local *Building LABORERS Local 79*

BROOKFIELD PLA

**BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW
YORK AND VICINITY AFFILIATE EXECUTION PAGE FOR
PROJECT LABOR AGREEMENT**

TO: Joseph D'Amato, Business Manager - Laborers Local No. 731 Excavators
FROM: Gary LaBarbera, President – Building and Construction Trades Council of
Greater New York and Vicinity.

The Executive Board of the Building and Construction Trades Council of Greater New York has approved the Project Labor Agreement enclosed herewith. Additionally, the Building Trades Department of the AFL-CIO has approved the same. This Project Labor Agreement has also been executed by the Construction Manager/General Contractor/Owner-Developer.

Pursuant to the Executive Board and BCTD approval of this PLA, please execute below, which shall constitute your agreement with the PLA and make the PLA valid, binding and enforceable.

Acknowledged and agreed to by:



Signature

2/21/2014

Date

Joseph D'Amato

Print name

Business Manager - Local 731

Title and Local

BROOKFIELD PLA

**BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW
YORK AND VICINITY AFFILIATE EXECUTION PAGE FOR
PROJECT LABOR AGREEMENT**

TO: Robert Bonanza, Business Manager - Mason Tenders District Council
FROM: Gary LaBarbera, President - Building and Construction Trades Council of
Greater New York and Vicinity.

The Executive Board of the Building and Construction Trades Council of Greater New York has approved the Project Labor Agreement enclosed herewith. Additionally, the Building Trades Department of the AFL-CIO has approved the same. This Project Labor Agreement has also been executed by the Construction Manager/General Contractor/Owner-Developer.

Pursuant to the Executive Board and BCTD approval of this PLA, please execute below, which shall constitute your agreement with the PLA and make the PLA valid, binding and enforceable.

Acknowledged and agreed to by:

Robert Bonanza
Signature

2/24/14
Date

Robert Bonanza
Print name

Business Manager - M.T.D.C.
Title and Local

BROOKFIELD PLA

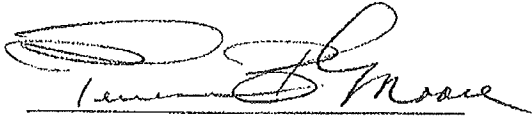
BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK AND VICINITY AFFILIATE EXECUTION PAGE FOR PROJECT LABOR AGREEMENT

TO: Terence Moore, Business Manager - Metal Lathers Local No. 46
FROM: Gary LaBarbera, President -- Building and Construction Trades Council of Greater New York and Vicinity.

The Executive Board of the Building and Construction Trades Council of Greater New York has approved the Project Labor Agreement enclosed herewith. Additionally, the Building Trades Department of the AFL-CIO has approved the same. This Project Labor Agreement has also been executed by the Construction Manager/General Contractor/Owner-Developer.

Pursuant to the Executive Board and BCTD approval of this PLA, please execute below, which shall constitute your agreement with the PLA and make the PLA valid, binding and enforceable.

Acknowledged and agreed to by:


Signature

Feb 24th, 2014
Date

Terence B Moore
Print name

Business Manager / Financial Secretary Treasurer
Title and Local

BROOKFIELD PLA

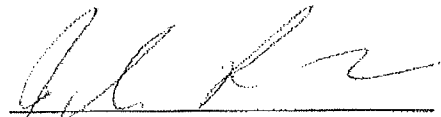
**BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW
YORK AND VICINITY AFFILIATE EXECUTION PAGE FOR
PROJECT LABOR AGREEMENT**

TO: Joseph Ramaglia, Business Manager - Metal Polishers District Council 9
FROM: Gary LaBarbera, President – Building and Construction Trades Council of
Greater New York and Vicinity.

The Executive Board of the Building and Construction Trades Council of Greater New York has approved the Project Labor Agreement enclosed herewith. Additionally, the Building Trades Department of the AFL-CIO has approved the same. This Project Labor Agreement has also been executed by the Construction Manager/General Contractor/Owner-Developer.

Pursuant to the Executive Board and BCTD approval of this PLA, please execute below, which shall constitute your agreement with the PLA and make the PLA valid, binding and enforceable.

Acknowledged and agreed to by:



Signature

2/20/14

Date

Joseph Ramaglia

Print name

BMST DC 9

Title and Local

BROOKFIELD PLA

**BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW
YORK AND VICINITY AFFILIATE EXECUTION PAGE FOR
PROJECT LABOR AGREEMENT**

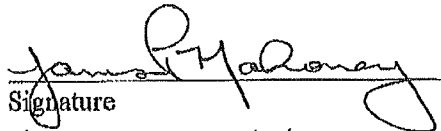
TO: James P. Mahoney, Business Manager - Ornamental Iron Workers Local
No. 580

FROM: Gary LaBarbera, President – Building and Construction Trades Council of
Greater New York and Vicinity.

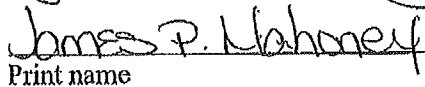
The Executive Board of the Building and Construction Trades Council of Greater New York has approved the Project Labor Agreement enclosed herewith. Additionally, the Building Trades Department of the AFL-CIO has approved the same. This Project Labor Agreement has also been executed by the Construction Manager/General Contractor/Owner-Developer.

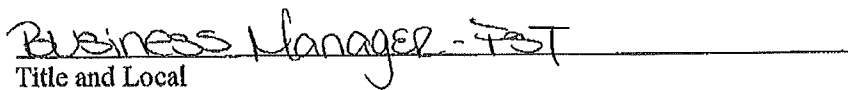
Pursuant to the Executive Board and BCTD approval of this PLA, please execute below, which shall constitute your agreement with the PLA and make the PLA valid, binding and enforceable.

Acknowledged and agreed to by:


Signature


Date


Print name


Title and Local

BROOKFIELD PLA

BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK AND VICINITY AFFILIATE EXECUTION PAGE FOR PROJECT LABOR AGREEMENT

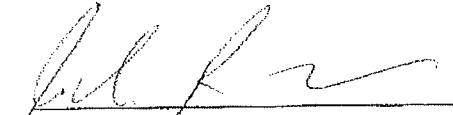
TO: Joseph Ramaglia, Business Manager - Painters District Council 9

FROM: Gary LaBarbera, President - Building and Construction Trades Council of Greater New York and Vicinity.

The Executive Board of the Building and Construction Trades Council of Greater New York has approved the Project Labor Agreement enclosed herewith. Additionally, the Building Trades Department of the AFL-CIO has approved the same. This Project Labor Agreement has also been executed by the Construction Manager/General Contractor/Owner-Developer.

Pursuant to the Executive Board and BCTD approval of this PLA, please execute below, which shall constitute your agreement with the PLA and make the PLA valid, binding and enforceable.

Acknowledged and agreed to by:



Signature

2/21/14

Date

Joseph Ramaglia

Print name

BM/ST DC 9

Title and Local

BROOKFIELD PLA

**BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW
YORK AND VICINITY AFFILIATE EXECUTION PAGE FOR
PROJECT LABOR AGREEMENT**

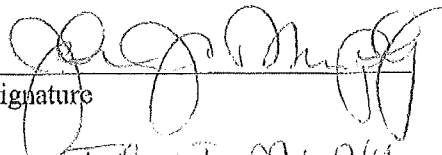
TO: John Murphy, Business Manager - Plumbers Local No. 1

FROM: Gary LaBarbera, President – Building and Construction Trades Council of
Greater New York and Vicinity.

The Executive Board of the Building and Construction Trades Council of Greater New York has approved the Project Labor Agreement enclosed herewith. Additionally, the Building Trades Department of the AFL-CIO has approved the same. This Project Labor Agreement has also been executed by the Construction Manager/General Contractor/Owner-Developer.

Pursuant to the Executive Board and BCTD approval of this PLA, please execute below, which shall constitute your agreement with the PLA and make the PLA valid, binding and enforceable.

Acknowledged and agreed to by:


Signature 2/27/14
Date

John T. Murphy
Print name

Business Manager UA Plumbers Local 1
Title and Local

BROOKFIELD PLA

**BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW
YORK AND VICINITY AFFILIATE EXECUTION PAGE FOR
PROJECT LABOR AGREEMENT**

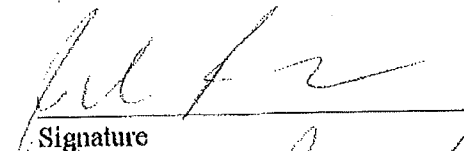
TO: Joseph Ramaglia, Business Manager - Painters, Decorators &
Wallcoverers District Council 9

FROM: Gary LaBarbera, President - Building and Construction Trades Council of
Greater New York and Vicinity.

The Executive Board of the Building and Construction Trades Council of Greater New York has approved the Project Labor Agreement enclosed herewith. Additionally, the Building Trades Department of the AFL-CIO has approved the same. This Project Labor Agreement has also been executed by the Construction Manager/General Contractor/Owner-Developer.

Pursuant to the Executive Board and BCTD approval of this PLA, please execute below, which shall constitute your agreement with the PLA and make the PLA valid, binding and enforceable.

Acknowledged and agreed to by:


Signature

2/21/14
Date

Joseph Ramaglia
Print name

BM/DT DC 9
Title and Local

BROOKFIELD PLA

**BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW
YORK AND VICINITY AFFILIATE EXECUTION PAGE FOR
PROJECT LABOR AGREEMENT**


TO: Joseph Ramaglia, Business Manager - Painters Structural Steel No. 806

FROM: Gary LaBarbera, President -- Building and Construction Trades Council of
Greater New York and Vicinity.

The Executive Board of the Building and Construction Trades Council of Greater New York has approved the Project Labor Agreement enclosed herewith. Additionally, the Building Trades Department of the AFL-CIO has approved the same. This Project Labor Agreement has also been executed by the Construction Manager/General Contractor/Owner-Developer.

Pursuant to the Executive Board and BCTD approval of this PLA, please execute below, which shall constitute your agreement with the PLA and make the PLA valid, binding and enforceable.

Acknowledged and agreed to by:



Signature

2/21/14
Date

Joseph Ramaglia
Print name

BM/ST DC 9
Title and Local

[March 5, 2014: Issued by Brookfield Properties Inc.]

BROOKFIELD PLA

**BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW
YORK AND VICINITY AFFILIATE EXECUTION PAGE FOR
PROJECT LABOR AGREEMENT**

TO: Michael Hubler, International Representative - Plasterers Local Union
No. 262

FROM: Gary LaBarbera, President - Building and Construction Trades Council of
Greater New York and Vicinity.

The Executive Board of the Building and Construction Trades Council of Greater New York has approved the Project Labor Agreement enclosed herewith. Additionally, the Building Trades Department of the AFL-CIO has approved the same. This Project Labor Agreement has also been executed by the Construction Manager/General Contractor/Owner-Developer.

Pursuant to the Executive Board and BCTD approval of this PLA, please execute below, which shall constitute your agreement with the PLA and make the PLA valid, binding and enforceable.

Acknowledged and agreed to by:


Signature

2/21/14
Date

Michael Hubler
Print name

Int'l Rep - Business Manager
Title and Local

BROOKFIELD PLA

**BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW
YORK AND VICINITY AFFILIATE EXECUTION PAGE FOR
PROJECT LABOR AGREEMENT**

TO: Nick Sicilliano, Business Manager - Roofers & Waterproofers Local 8
FROM: Gary LaBarbera, President -- Building and Construction Trades Council of
Greater New York and Vicinity.

The Executive Board of the Building and Construction Trades Council of Greater New York has approved the Project Labor Agreement enclosed herewith. Additionally, the Building Trades Department of the AFL-CIO has approved the same. This Project Labor Agreement has also been executed by the Construction Manager/General Contractor/Owner-Developer.

Pursuant to the Executive Board and BCTD approval of this PLA, please execute below, which shall constitute your agreement with the PLA and make the PLA valid, binding and enforceable.

Acknowledged and agreed to by:

Nick Siciliano
Signature

2/26/14
Date

Nick Siciliano
Print name

Business Manager Roofers + Waterproofers Local #8
Title and Local

BROOKFIELD PLA

BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK AND VICINITY AFFILIATE EXECUTION PAGE FOR PROJECT LABOR AGREEMENT

TO: Richard Roberts, Business Agent at Large - Steamfitters Local Union No. 638

FROM: Gary LaBarbera, President - Building and Construction Trades Council of Greater New York and Vicinity.

The Executive Board of the Building and Construction Trades Council of Greater New York has approved the Project Labor Agreement enclosed herewith. Additionally, the Building Trades Department of the AFL-CIO has approved the same. This Project Labor Agreement has also been executed by the Construction Manager/General Contractor/Owner-Developer.

Pursuant to the Executive Board and BCTD approval of this PLA, please execute below, which shall constitute your agreement with the PLA and make the PLA valid, binding and enforceable.

Acknowledged and agreed to by:

Richard B. Roberts

Signature

2/24/14
Date

Richard B. Roberts

Print name

Business agent @ Large Steamfitters 638

Title and Local

[March 5, 2014: Issued by Brookfield Properties Inc.]

BROOKFIELD PLA

BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK AND VICINITY AFFILIATE EXECUTION PAGE FOR PROJECT LABOR AGREEMENT

TO: Robert DiOrio, President - Sheet Metal Workers Local No. 28
FROM: Gary LaBarbera, President - Building and Construction Trades Council of Greater New York and Vicinity.

The Executive Board of the Building and Construction Trades Council of Greater New York has approved the Project Labor Agreement enclosed herewith. Additionally, the Building Trades Department of the AFL-CIO has approved the same. This Project Labor Agreement has also been executed by the Construction Manager/General Contractor/Owner-Developer.

Pursuant to the Executive Board and BCTD approval of this PLA, please execute below, which shall constitute your agreement with the PLA and make the PLA valid, binding and enforceable.

Acknowledged and agreed to by:

[Handwritten Signature]
Signature

2/24/14
Date

[Printed Name: Robert E. DiOrio]
Print name

[Handwritten Title: Treasurer]
Title and Local

BROOKFIELD PLA

BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK AND VICINITY AFFILIATE EXECUTION PAGE FOR PROJECT LABOR AGREEMENT

TO: Dante Dano, President - Sheet Metal Workers Local No. 137
FROM: Gary LaBarbera, President - Building and Construction Trades Council of Greater New York and Vicinity.

The Executive Board of the Building and Construction Trades Council of Greater New York has approved the Project Labor Agreement enclosed herewith. Additionally, the Building Trades Department of the AFL-CIO has approved the same. This Project Labor Agreement has also been executed by the Construction Manager/General Contractor/Owner-Developer.

Pursuant to the Executive Board and BCTD approval of this PLA, please execute below, which shall constitute your agreement with the PLA and make the PLA valid, binding and enforceable.

Acknowledged and agreed to by:

Dante Dano
Signature

2.20.14
Date

DANTE DANO, PRC
Print name

President, Business Manager LU 137
Title and Local

*SHEET METAL, AIR, PLUMBING
TRANSPORTATION WORKERS
(Signs & Graphics)*

BROOKFIELD PLA

**BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW
YORK AND VICINITY AFFILIATE EXECUTION PAGE FOR
PROJECT LABOR AGREEMENT**

TO: Thomas Gesualdi, President - Teamsters Local Union No. 282

FROM: Gary LaBarbera, President - Building and Construction Trades Council of
Greater New York and Vicinity.

The Executive Board of the Building and Construction Trades Council of Greater New York has approved the Project Labor Agreement enclosed herewith. Additionally, the Building Trades Department of the AFL-CIO has approved the same. This Project Labor Agreement has also been executed by the Construction Manager/General Contractor/Owner-Developer.

Pursuant to the Executive Board and BCTD approval of this PLA, please execute below, which shall constitute your agreement with the PLA and make the PLA valid, binding and enforceable.

Acknowledged and agreed to by:

Thomas Gesualdi
Signature

2/24/14
Date

THOMAS GESUALDI
Print name

PRESIDENT TEAMSTERS LOCAL 282
Title and Local

BROOKFIELD PLA

**BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW
YORK AND VICINITY AFFILIATE EXECUTION PAGE FOR
PROJECT LABOR AGREEMENT**

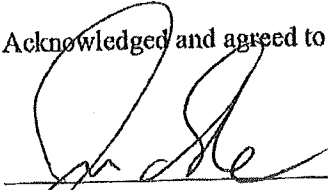
TO: Jason Ide, President - Teamsters Local Union 814

FROM: Gary LaBarbera, President - Building and Construction Trades Council of
Greater New York and Vicinity.

The Executive Board of the Building and Construction Trades Council of Greater New York has approved the Project Labor Agreement enclosed herewith. Additionally, the Building Trades Department of the AFL-CIO has approved the same. This Project Labor Agreement has also been executed by the Construction Manager/General Contractor/Owner-Developer.

Pursuant to the Executive Board and BCTD approval of this PLA, please execute below, which shall constitute your agreement with the PLA and make the PLA valid, binding and enforceable.

Acknowledged and agreed to by:



Signature

2/24/2014
Date

Jason Ide

Print name

President, Teamsters Local 814

Title and Local

BROOKFIELD PLA

**BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW
YORK AND VICINITY AFFILIATE EXECUTION PAGE FOR
PROJECT LABOR AGREEMENT**

TO: Sean Campbell, President - Teamsters Local No. 813 Private Sanitation

FROM: Gary LaBarbera, President - Building and Construction Trades Council of
Greater New York and Vicinity.

The Executive Board of the Building and Construction Trades Council of Greater New York has approved the Project Labor Agreement enclosed herewith. Additionally, the Building Trades Department of the AFL-CIO has approved the same. This Project Labor Agreement has also been executed by the Construction Manager/General Contractor/Owner-Developer.

Pursuant to the Executive Board and BCTD approval of this PLA, please execute below, which shall constitute your agreement with the PLA and make the PLA valid, binding and enforceable.

Acknowledged and agreed to by:

Sean T. Campbell
Signature

2/27/2014
Date

Sean T. Campbell
Print name

President Local 813
Title and Local

BROOKFIELD PLA

BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK AND VICINITY AFFILIATE EXECUTION PAGE FOR PROJECT LABOR AGREEMENT

TO: Lenny Legotte, Business Manager – Elevator Constructors Local No. 1
FROM: Gary LaBarbera, President – Building and Construction Trades Council of Greater New York and Vicinity.

The Executive Board of the Building and Construction Trades Council of Greater New York has approved the Project Labor Agreement enclosed herewith. Additionally, the Building Trades Department of the AFL-CIO has approved the same. This Project Labor Agreement has also been executed by the Construction Manager/General Contractor/Owner-Developer.

Pursuant to the Executive Board and BCTD approval of this PLA, please execute below, which shall constitute your agreement with the PLA and make the PLA valid, binding and enforceable.

Acknowledged and agreed to by:


Signature

Date 2/27/14

Lenny Legotte
Print name

President/Business Manager
Title and Local

IUEC Local One

BROOKFIELD PLA

**BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW
YORK AND VICINITY AFFILIATE EXECUTION PAGE FOR
PROJECT LABOR AGREEMENT**

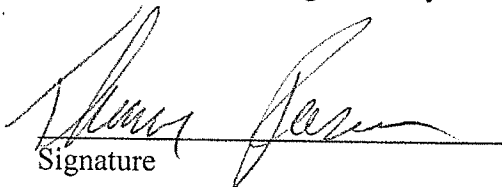
TO: Tom Russo, Business Manager – Blasters, Drillers & Miners Union Local No. 29

FROM: Gary LaBarbera, President – Building and Construction Trades Council of Greater New York and Vicinity.

The Executive Board of the Building and Construction Trades Council of Greater New York has approved the Project Labor Agreement enclosed herewith. Additionally, the Building Trades Department of the AFL-CIO has approved the same. This Project Labor Agreement has also been executed by the Construction Manager/General Contractor/Owner-Developer.

Pursuant to the Executive Board and BCTD approval of this PLA, please execute below, which shall constitute your agreement with the PLA and make the PLA valid, binding and enforceable.

Acknowledged and agreed to by:


Signature

FEB 27 2014

Date

Thomas Russo
Print name

Business Manager, Local 29
Title and Local

**BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK
AND VICINITY EXECUTION PAGE FOR
PROJECT LABOR AGREEMENT**

TO: Jeremiah Sullivan, President - International Union of Bricklayers and Allied
Craftworkers, Local Union No. 1

FROM: Gary LaBarbera, President – Building and Construction Trades Council of
Greater New York and Vicinity.

International Union of Bricklayers and Allied Craftworkers, Local Union No. 1 ("Local 1") is not a member of the Council, and the Council is not authorized to represent Local 1 for any purpose or in any capacity. Notwithstanding the foregoing, Local 1 hereby agrees to adopt and incorporate into this memorandum the terms and conditions of the PLA and Schedule "B" Trade Specific PLA Term Sheet for Brookfield Properties for covered work as if it were an original signatory thereto. Except for references to (i) "BCTC" in Article 10/Section 1 of the PLA, and (ii) "Council" in Article 6/Section 2, Article 7/Section 6, Article 8 (first paragraph), and Article 10/Section 1 of the PLA, references in the PLA to the "Building & Construction Trades Council of Greater New York and Vicinity," "Council," "BCTC" and/or "Local Union(s)" shall mean Local 1.

Please execute below, which shall constitute your agreement with the PLA and make the PLA valid, binding and enforceable.

Acknowledged and agreed to by:

Jeremiah Sullivan
Signature

3/5/2014
Date

Jeremiah SULLIVAN
Print name

PRESIDENT, IUBAC Local 1 N.Y.
Title and Local

[March 5, 2014: Issued by Brookfield Properties Inc.]

BROOKFIELD PLA

SCHEDULE "A" LIST

Union	Current Agreement w/
Architectural and Ornamental Iron Workers Local Union 580, AFL-CIO	Allied Building Metal Industries, Inc.
Blasters, Drill Runners and Miners Union, Local 29	GCA
Building, Concrete, Excavating & Common Laborers Local 731	Independent
District Council No. 9, I.U.P.A.T Glaziers Local 1281	Window and Plate Glass Dealers Association
Drywall Tapers and Pointers Local 1974, affiliated with International Union of Painters & Allied Trades and Drywall Taping Contractor's Association & Association of Wall-Ceiling & Carpentry Industries NY, Inc.	Independent
Enterprise Association of Steamfitters and Apprentices Local 638	Mechanical Contractors Association of NY, Inc.
Enterprise Association of Steamfitters and Apprentices Local 638	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	Independent
International Association of Heat and Frost Insulators and Allied Workers Local No. 12 of New York City	Independent
International Association of Heat and Frost Insulators and Allied Workers Local No. 12 of New York City	The Insulation Contractors Association of New York City, Inc.
International Association of Heat and Frost Insulators and Allied Workers Local No. 12A of New York City	Independent
International Association of Heat and Frost Insulators and Allied Workers Local No. 12A of New York City	Environmental Contractors Association, Inc.
International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers, AFL-CIO, Local Lodge No. 5	Boilermakers Association of Greater New York
Local Union No. 3 International Brotherhood of Electrical Workers, AFL-CIO	New York Electrical Contractors Association

BROOKFIELD PLA

International Brotherhood of Teamsters, Local 282, High Rise contract	Building Contractors Association & Independents
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	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	Independent
Local 8 Roofers, Waterproofers & Allied Workers	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	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	Independent
Mason Tenders DC & Laborers' International Union - Local 78 & 79	Independent
Millwright Local 740	Independent and with The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America
Operative Plasterers' and Cement Masons' International Association Local No. 262	Independent
Painters and Allied Trades AFL-CIO, District Council No. 9 (Painting and Protective Coatings CBA)	Independent
Painters and Allied Trades AFL-CIO, District Council No. 9 (Painting and Protective Coatings CBA)	The Association of Master Painters & Decorators of NY, Inc. and The Association of Wall, Ceiling & Carpentry Industries of NY,

BROOKFIELD PLA

	Inc. and The Window and Plate Glass Dealers Association
Sheet Metal Workers' International Association, Local 28	Sheet Metal & Air Conditioning Contractors Association of New York City, Inc.
Sheet Metal Workers' International Association, Local 137	The Greater New York Sign Association
Structural Steel and Bridge Painters Local 806, DC 9 International Union of Painters and Allied Trades, AFL-CIO	New York Structural Steel Painting Contractors Association
Teamsters Local 813	Independent
Teamsters Local 813	IESI NY Corporation
Teamsters Local 814	Greater New York Movers and Warehousemen's Bargaining Group
The Cement Masons' Union, Local 780	Cement League
The DC of Carpenters of NYC and Vicinity, AFL-CIO for Dockbuilders Local 1456	Independent
The District Council of Cement and Concrete Workers (comprised of Local 6A; Local 18A and Local 20)	Cement League
The District Council of Cement and Concrete Workers (comprised of Local 6A; Local 18A and Local 20)	Independent

BROOKFIELD PLA

The District Council of New York City and Vicinity	GCA
The District Council of New York City and Vicinity for Dockbuilders Local No. 1456	GCA
The District Council of New York City and Vicinity for Timbermen Local 1536	GCA
The District Council of New York City and Vicinity of the Brotherhood of Carpenters and Joiners of America, AFL-CIO	Independent
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America, AFL-CIO	Independent
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America, AFL-CIO	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	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	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	Building Contractors Association
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America, AFL-CIO	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	The Cement League

[March 5, 2014: Issued by Brookfield Properties Inc.]
 BROOKFIELD PLA

The District Council of NYC and Vicinity of the United Brotherhood of Carpenters and Joiners of America and Millwright Local 740	NYC Millwright Contractors Association
The District Council of Independent Floor Covering Local 2287	The Greater New York Floor Covering Association
The District Council of Independent Floor Covering Local 2287	Independent
The Tile Setters and Tile Finishers Union of New York and New Jersey, Local 7 of the International Bricklayers and Allied Craftworkers	The Greater New York and New Jersey Contractors Association
United Derrickmen & Riggers Association, Local 197 of NY, LI, Westchester & Vicinity	Contracting Stonesetters Association Inc.
United Derrickmen & Riggers Association L 197 of NY, LI, Westchester and Vicinity	Building Stone and Pre-cast Contractors Association

BROOKFIELD PLA

SCHEDULE "B"
TRADE SPECIFIC PLA TERM SHEETS FOR BROOKFIELD PROPERTIES

New York City District Council of Carpenters	January 15, 2014	3 Pages
Mason Tenders District Council	December 30, 2013	2 Pages
Laborers Locals 78 & 79		
Painters District Council 9	January 06, 2014	2 Pages
Cement and Concrete Workers District Council	December 19, 2013	2 Pages
Bricklayers, Stonesetters, and Allied Craft Workers	January 09, 2014	3 Pages
BAC Local 1		
Plumbers Local 1	December 04, 2013	3 Pages
Elevator Constructor Local 1	February 19, 2014	4 Pages
Electrical Workers IBEW Local 3	December 04, 2013	3 Pages
Boilermakers Local 5	December 16, 2013	1 Page
Tile, Marble, Terrazzo Workers Local 7	December 04, 2014	2 Pages
Roofers Local 8	December 04, 2014	2 Pages
Heat and Frost Insulators Local 12 & 12A	December 04, 2013	2 Pages
Sheetmetal Workers Local 28	December 04, 2013	4 Pages
Blasters, Drill Runners, & Miners Local 29	February 21, 2014	2 Pages
Ironworkers Local 40	December 18, 2013	2 Pages
Metal Lathers Local 46	January 06, 2014	2 Pages
Sign Manufacturers and Erectors Local 137	January 16, 2014	2 Pages
Stone Derrickmen Local 197	December 04, 2013	2 Pages
Plasterers Local 262	November 12, 2013	2 Pages
Teamsters Local 282	December 04, 2013	2 Pages
Ornamental Ironworkers Local 580	December 05, 2013	2 Pages
Steamfitter Local 638	December 16, 2013	2 Pages
Excavating Laborers Local 731	December 04, 2013	2 Pages
Cement Masons Local 780	December 04, 2013	3 Pages
Structural Steel and Bridge Painters Local 806	December 18, 2013	1 Page
Teamster Local 814	December 04, 2013	2 Pages
Pavers and Road Builders Local 1010	December 04, 2013	2 Pages
Glaziers Local 1087	January 06, 2014	3 Pages
Tapers Local 1974	December 20, 2013	2 Pages



**SCHEDULE "B" TRADE SPECIFIC
PLA TERM SHEET FOR BROOKFIELD PROPERTIES
January 15, 2014**

CARPENTERS NYC DISTRICT COUNCIL OF CARPENTERS

The parties to this addendum agree that the terms and conditions herein will act as an appendix to the Project Labor Agreement ("PLA") for Brookfield Properties (the "Project")

1. **Work Day**

- a. Start at work stations.
- b. At the start of work by an employer, option of (4) four 10 hours straight time work week, Monday to Thursday, for duration of project.
- c. The standard work week shall consist of : (i) forty (40) hours; (ii) Monday through Friday; (iii) compensation at straight time rates; (iv) each work day consisting of eight (8) working hours plus one-half (1/2) hour unpaid lunch.
- d. Flexible start time between the hours of 7:00 AM to 9:00 AM.
- e. Employer is allowed one change in work day from either 8 hours per day to 10 hours per day or 10 hours per day to 8 hours per day.

2. **Wages/Benefits**

Wage and benefits according to CBA's with the exception of the following parts of the Brookfield Properties portfolio which will have reductions in payroll cost as follows:

- a. Wage and benefits will be paid at a rate of seven dollars and fifty four cents (\$7.54) less than the current collective bargaining agreement for that category of carpentry work for the following parts of the portfolio:
 1. Manhattan West Building C – Residential Building.
 2. 450 West 33rd Street Renovation of Existing Building (Repositioning of Class C Building).
 3. Manhattan West Building A – North East Office Building.
 4. Manhattan West Building B – South East Office Building.
 5. Manhattan West Building D – Mixed Use Building.
 6. Manhattan West Site improvement above Platform.



**SCHEDULE "B" TRADE SPECIFIC
PLA TERM SHEET FOR BROOKFIELD PROPERTIES
January 15, 2014**

- b. Wage and benefits, after July 01, 2014, will be paid at a rate of two dollars and forty cents (\$2.40) less than the current collective bargaining agreement for that category of carpentry work for the following parts of the portfolio:
 1. Tenant work added to PLA.
 2. Any retail work added to PLA.
 3. House carpentry work.
 4. Existing Brookfield Properties portfolio of work as defined in PLA document.

3. **Overtime**
Overtime and Saturday work that is neither shift work nor otherwise addressed in this agreement shall be calculated at one and one half the normal straight time rate (1.5x) for each hour worked in 30 minute increments. Fringe benefit contributions shall be paid on actual hours worked for all work including but not limited to straight, premium, shift, and overtime work. The wages portion of each union's total package for Sunday, 9th and additional hours on Saturdays, and holiday work shall be calculated at the current CBA rates.

4. **Shifts**
 - a. Shift works shall be in accordance with CBA with the exception that for tenant, retail, and renovation work in occupied space, a first shift will not be required to work a Second or Third shifts.

5. **Saturday Make-up Days**
There will be only one make-up day per work week. Straight time make-up days for force majeure delay, Saturday make-up days for 8 hour work day or Friday make-up days for 10 hour work day may be scheduled.

6. **ADR**
Alternate Dispute Resolution for workers compensation insurance.

7. There shall be a two (2) hour show up time.

8. The Journeymen to Apprentice ratio shall be one to one (1:1) to four to one (4:1).



**SCHEDULE "B" TRADE SPECIFIC
PLA TERM SHEET FOR BROOKFIELD PROPERTIES
January 15, 2014**

9. **Millwork, Hollow Metal Doors and Bucks**
In order to encourage and promote the use of local signatory manufacturers, Brookfield Office Properties shall use commercially reasonable efforts to utilize manufacturers that are either signatory to the New York City District Council of Carpenters or alternative manufacturers that pay generally comparable wages and benefits as set forth in the NYCDCC manufacturer associations agreements as adjusted by this PLA. All wage and benefits adjustment and apprenticeship ratios as set forth above shall be available to local signatory manufacturers. Notwithstanding the above, both NYCDCC and Brookfield Office Properties agree that neither side shall take steps to enforce any CBA or PLA provisions that are in violation of the "Hot Cargo" provisions of the National Labor Relations Act that are in force at the time this agreement is fully signed.
10. **Flooring Installation**
Brookfield Office Properties recognizes NYCDCC Install certifications as the premier flooring certification in the industry and agrees to utilize only certified installers at all Brookfield properties. This only pertains to flooring installations that are under the jurisdiction of carpenters.
11. **Sidewalk Sheds, Sidewalk Bridges, and Scaffolds**
The installation, maintenance, and removal of sidewalk sheds, sidewalk bridges, and scaffolds on new construction projects and existing properties shall be performed by NYCDCC members.

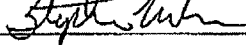
For Brookfield Office Properties

By:  _____

Date: 2/27/14

Print Name: Ark Latt/Vice President, Construction

For New York City District Council of Carpenters

By:  _____

Date: 1/23/14

Print Name: Steve McInnis/Executive Secretary-Treasury - Pro Tem / President



**SCHEDULE "B" TRADE SPECIFIC PLA
TERM SHEET FOR BROOKFIELD PROPERTIES
December 30, 2013**

**MASON TENDERS DISTRICT COUNCIL
LABORERS LOCAL 78 and 79**

The parties to this addendum agree that the terms and conditions herein will act as an appendix to the Project Labor Agreement ("PLA") for Brookfield Properties (the "Project")

1. **Work Day**

- a. Start at work stations.
- b. Option of (4) four 10 hours straight time work week.

2. **Wages/Benefits**

Wage and benefits according to CBAs, except as modified by this term sheet, for following parts of the Brookfield Properties portfolio:

- a. Manhattan West Building C – Residential Building.
- b. 450 West 33rd Street Renovation of Existing Building (Repositioning of Class C Building).
- c. Tenant work added to PLA.
- d. Any retail work added to PLA.
- e. Manhattan West Building A – North East Office Building.
- f. Manhattan West Building B – South East Office Building.
- g. Manhattan West Building D – Mixed Use Building.
- h. Manhattan West Site improvement above Platform.
- j. Existing Brookfield Properties portfolio of work as defined in PLA document.

3. **Overtime**

Overtime Monday through Saturday shall be paid at the rate of time and ½ in 30 minute increments. The wages portion of the union's total package for Sunday, 9th and additional hours on Saturdays, and holiday work shall be calculated pursuant to the current CBA. Fringe benefit contributions shall be paid on actual hours worked for all work including but not limited to straight, premium, and overtime work.

4. **Shifts**

- a. Core and Shell Work: Second at 10% and Third Shift at 15% Premium for wages and benefits.
- b. Tenant, Retail, and Renovation Work: Second and Third Shift at 5% Premium for wages. Benefits are paid at straight time rate.

5. **Saturday Make-up Days**

Straight time Saturday make-up days may be scheduled.



**SCHEDULE "B" TRADE SPECIFIC PLA
TERM SHEET FOR BROOKFIELD PROPERTIES
December 30, 2013**

- 6. **ADR**
Alternate Dispute Resolution for workers compensation insurance.


- 7. **Apprentices**
The Journeymen to Apprentice ratio shall be three to one (3:1).

For Brookfield Office Properties

By:  Date: 1/7/14

Print Name: Ark Latt/Vice President, Construction

For Mason Tenders District Council

By:  Date: 1/7/14

Print Name: Bobby Bonanza/Business Manager



**SCHEDULE "B" TRADE SPECIFIC
PLA TERM SHEET FOR BROOKFIELD PROPERTIES
January 06, 2014**

PAINTERS DISTRICT COUNCIL 9

The parties to this addendum agree that the terms and conditions herein will act as an appendix to the Project Labor Agreement ("PLA") for Brookfield Properties (the "Project")

1. **Work Day**

- a. Start at work stations.
- b. Option of (4) four 10 hours straight time work week subject to preapproval by Union. No member of union may be laid off for refusing to work a 10 hour day.

2. **Wages/Benefits**

Wage and benefit according to CBAs with the exception of the following parts of the Brookfield Properties portfolio which will have reductions in payroll cost as follows:

- a. Residential Projects will have the equivalent of a 20% reduction in payroll cost.
 1. Manhattan West Building C – Residential Building.

3. **Overtime**

Overtime Monday through Saturday, Sunday, and holidays shall be paid in accordance with CBA. Benefits will be paid in accordance with CBA.

4. **Shifts**

- a. Second Shift at 10% and Third Shift at 15% Premium.
- b. For renovation or interior construction of existing spaces, there shall be no overtime for shift work in accordance with the following:
 1. Brookfield Office Properties agrees to specify using contractors who are members of the Association of Master Painters and Decorators of New York, Inc. in its building rules and regulations.



**SCHEDULE "B" TRADE SPECIFIC
PLA TERM SHEET FOR BROOKFIELD PROPERTIES
January 06, 2014**

2. Brookfield Office Properties, as building owner and/or building manager agrees to put into said building rules and regulations that it will utilize members of the Association of Master Painters and that there shall be no overtime for shift work on projects where the total square feet of the project is less than 50% of the building's total square feet or the project entails the alteration of retail locations including, without limitation, bank branches and retail stores. On all such "Interior Construction" projects, the first shift shall start between 6 a.m. and 9 a.m., absent a change in times in accordance with this Agreement. The second shift shall start after the end of the first shift and the third shift shall start after the second shift, subject to different times necessitated by the Contractor's phasing plans on specific projects.

5. ADR
Alternate Dispute Resolution for workers compensation insurance.

6. The Journeymen to Apprentice ratio shall be three to one (3:1).

For Brookfield Office Properties

By: [Signature] Date: 1/7/14

Print Name: Ark Latt/Vice President, Construction

For Association of Master Painters and Decorators of New York, Inc

By: [Signature] Date: 1/7/14

Print Name: Peter Cafiero/President

For District Council No. 9 JUPAT

By: [Signature] Date: 1-7-14

Print Name: Joseph Ramaglia/Business Manager, Secretary-Treasurer

Dec. 23. 2013 11:23AM

No. 7021 P. 2

FINAL 12.19.2013
155
BMC



**SCHEDULE "B" TRADE SPECIFIC
PLA TERM SHEET FOR BROOKFIELD PROPERTIES
December 19, 2013**

CEMENT AND CONCRETE WORKERS DISTRICT COUNCIL

The parties to this addendum agree that the terms and conditions herein will act as an appendix to the Project Labor Agreement ("PLA") for Brookfield Properties (the "Project")

1. **Work Day**

- a. Start at work stations.
- b. Option of (4) four 10 hours straight time work week provided other unions involved with the concrete crew ("Concrete Crew Unions" are defined as Carpenters, Metallic Lathers, Cement Masons, and Cement and Concrete Workers) also agree to this provision.

2. **Wages/Benefits**

Wage and benefits according to CBA's with the exception of the following parts of the Brookfield Properties portfolio which will have reduction in payroll cost as follows:

- a. A \$2.00 / hour contribution with a \$ 225,000.00 cap shall apply to:
 1. Manhattan West Building C – Residential Building.
- b. Wage and benefits in accordance with CBA:
 1. 450 West 33rd Street Renovation of Existing Building (Repositioning of Class C Building).
 2. Tenant work added to PLA.
 3. Any retail work added to PLA.
 4. Manhattan West Building A – North East Office Building.
 5. Manhattan West Building B – South East Office Building.
 6. Manhattan West Building D – Mixed Use Building.
 7. Manhattan West Site Improvement above the Lower Platform.
 8. Existing Brookfield Properties portfolio of work as defined in PLA document.

3. **Overtime**

Overtime and Saturday work that is neither shift work nor otherwise addressed in this agreement shall be calculated at one and one-half the normal straight time rate (1.5x) for each hour worked in 30 minute increments. Benefits will be paid for hours worked, straight time rate, not hours paid for weekday work. The wages and benefits portion of the union's total package for Saturday, Sunday, and holiday work shall be calculated pursuant to the current CBA.

Dec. 23. 2013 11:23AM

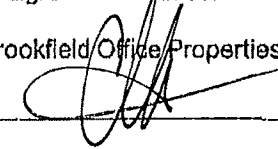
No. 7021 P. 3



**SCHEDULE "B" TRADE SPECIFIC
PLA TERM SHEET FOR BROOKFIELD PROPERTIES
December 19, 2013**

4. **Shifts**
 - a. Second and Third Shift at 10% Premium, per the CBA.
 - b. Dyer Avenue roadway work and all track work may be paid at a 0% shift differential for both 2nd and 3rd shift.
 - c. Work that goes past 12:00 AM on Saturday will be considered Saturday work, per the CBA.
5. **ADR**
Alternate Dispute Resolution for workers compensation insurance.
6. Lunch will be scheduled for the 4th, 4.5th, and 5th hour and may be staggered by crew, per the CBA.
7. Each employer may make up to two (2) changes in modifying the scheduled work day per building, per the CBA.
8. The Journeymen to first year Apprentice ratio for the entire project shall be three to one (3:1) if available.
9. Holidays shall be in accordance with CBA as amended by Cement League agreement with concrete trade unions.

For Brookfield/Office Properties

By:  Date: 2/27/14

Print Name: Ark Latt/Vice President, Construction

For District Council of Cement and District Council of Cement and Concrete

^{Workers}
By:  Date: 12/23/13

Print Name: Alexander Castaldi/President



**SCHEDULE "B" TRADE SPECIFIC
PLA TERM SHEET FOR BROOKFIELD PROPERTIES
January 09, 2014**

BRICKLAYERS, STONESETTERS, AND ALLIED CRAFT WORKERS BAC LOCAL 1

The parties to this addendum agree that the terms and conditions herein will act as an appendix to the Project Labor Agreement ("PLA") for Brookfield Properties (the "Project")

1. **Work Day**

Standard 8 hour day, Monday through Friday, at straight time rates, ½ hour unpaid lunch.

- a. Start at work stations.
- b. Option of (4) four 10 hours straight time work week.
- c. Flexible Starting time between the hours of 7-9 a.m. per employer. Crews per employer will have same start time. One week notice to Union prior to changing start times.
- d. Staggered lunch periods per contractor in accordance with staggered starts are permitted.

2. **Wages/Benefits**

Wage and benefits according to CBA's with the exception of the following parts of the Brookfield Properties portfolio which will have a reduction in payroll cost as follows:

- a. An equivalent of a 10% reduction in payroll cost accomplished by target funds reimbursement to employer based on actual payroll verified by shop steward reports:
 1. Manhattan West Building C – Residential Building.
 2. 450 West 33rd Street Renovation of Existing Building (Repositioning of Class C Building).
 3. Tenant work added to PLA.
 4. Any retail work added to PLA.
 5. Manhattan West Building A – North East Office Building.
 6. Manhattan West Building B – South East Office Building.
 7. Manhattan West Building D – Mixed Use Building.
 8. Site improvement above Platform.
 9. Existing Brookfield Properties portfolio of work as defined in PLA document.
- b. An equivalent reduction in payroll cost to be negotiated on a project by project basis ~~accomplished by target funds reimbursement to employer based on actual payroll verified by shop steward reports.~~ ^(b)
 1. Exterior façade restorations of existing properties added to PLA.



**SCHEDULE "B" TRADE SPECIFIC
PLA TERM SHEET FOR BROOKFIELD PROPERTIES
January 09, 2014**

3. **Overtime**
Overtime and Saturday work that is neither shift work nor otherwise addressed in the agreement shall be calculated at one and one-half the normal straight time rate (1.5x) for each hour worked in 15 minute increments. Fringe benefit contributions shall be paid pursuant to the Collective Bargaining Agreements. The wages and benefit portion of the union's total package for Sunday, the 9th and additional hours on Saturdays, and holiday work shall be calculated pursuant to the current CBA.

4. **Shifts**
 - a. Second Shift at 10% and Third Shift at 15% Premium.
 - b. Dyer Avenue roadway work and all track work may be paid at a 0% shift differential for both 2nd and 3rd shift.

5. **Saturday Make-up Days**
There will be only one make-up day per work week. Straight time make-up days for force majeure delay, Saturday make-up days for 8 hour work day or Friday make-up days for 10 hour work day may be scheduled.

6. **ADR**
At union's option, Alternate Dispute Resolution for workers compensation insurance may be implemented by Brookfield Office Properties.

7. **Holidays**
Nine Standard Holidays: New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

8. **Apprentice Ratios**
The Journeymen to Apprentice ratio shall be as follows:
 - a. Bricklayers and Allied Crafts: Journeyman to 50% Apprentice ratio shall be two to one (2:1).
 - b. Stonesetters: Journeyman to 40% Apprentice ratio shall be two to one (2:1).
 - c. Exterior Façade Renovation: Journeyman to 50% Apprentice ratio shall be one to one (1:1).
 - d. If 40% or 50% Apprentices are not available, Union may substitute other level apprentices.



**SCHEDULE "B" TRADE SPECIFIC
PLA TERM SHEET FOR BROOKFIELD PROPERTIES
January 09, 2014**

9. **Schedule "A" List of CBAs**

The following CBA agreements are added to PLA Schedule "A" list of CBAs:

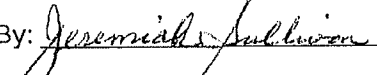
- a. Trade Agreement between Independent Contractors and Local No. 1 New York of the International Union of Bricklayers and Allied Craft Workers, July 01, 2011 to June 30, 2014.
- b. Agreement between Independent Contractors and Bricklayers and Allied Craftworkers Local Union No. 1 Stone Setters and Stone Tenders, July 01, 2012 to July 30, 2015.

For Brookfield Office Properties

By:  Date: 2/27/14

Print Name: Ark Latt/Vice President, Construction

For International Union of Bricklayers and Allied Craft Workers, Local Union No. 1

By:  Date: 1/13/2014
President

Print Name: Jeremiah Sullivan/Secretary-Treasurer



SCHEDULE "B" TRADE SPECIFIC
PLA TERM SHEET FOR BROOKFIELD PROPERTIES
December 04, 2013

PLUMBERS LOCAL 1

The parties to this addendum agree that the terms and conditions herein will act as an appendix to the Project Labor Agreement ("PLA") for Brookfield Properties (the "Project")

1. Work Day
 - a. Start at material shanty.
 - b. Option of (4) four 10 hours straight time work week.

2. Wages/Benefits

Wage and benefits according to CBA's for the Brookfield Properties portfolio which is defined as:

 - a. Manhattan West Building C – Residential Building.
 - b. 450 West 33rd Street Renovation of Existing Building (Repositioning of Class C Building).
 - c. Tenant work added to PLA.
 - d. Any retail work added to PLA.
 - e. Manhattan West Building A – North East Office Building.
 - f. Manhattan West Building B – South East Office Building.
 - g. Manhattan West Building D – Mixed Use Building.
 - h. Manhattan West Site improvement above Platform.
 - i. Existing Brookfield Properties portfolio of work as defined in PLA document.

3. Overtime

All overtime work that is neither shift work nor otherwise addressed in this agreement shall be calculated at one and one-half the normal straight time rate (1.5x) for each hour worked in 30 minute increments. Benefits will be paid for hours paid at one and one-half the normal straight time rate (1.5x) or shift rate premium.

4. Shifts
 - a. Second Shift at 10% and Third Shift at 15% Premium.

5. Saturday Make-up Days

Straight time Saturday make-up days may be scheduled.

6. ADR

Alternate Dispute Resolution for workers compensation insurance.



**SCHEDULE "B" TRADE SPECIFIC
PLA TERM SHEET FOR BROOKFIELD PROPERTIES
December 04, 2013**

7. Each employer may make up to two (2) changes in modifying the scheduled work day per building.
8. There shall be a two (2) hour show up time.
9. For all work on the Project, including but not limited to, residential, multi-use, commercial, and 450 West 33rd St. Renovation, the Journeymen to Apprentice ratio shall be one to one (1:1) up to the eighth (8th) worker hired then the ratio changes to two to one (2:1) up to the twenty-first (21st) worker hired then the ratio is three to one (3:1) thereafter. For commercial alteration and tenant fit-out work the Journeymen to Apprentice ratio shall be one to one (1:1).
10. If apprentices are not available, then Local 1 shall supply MES helpers at apprentice rate with the requisite level of experience required to install basic systems independently (e.g. stack, riser, run-outs, clean-outs, crotons, etc.).
11. If Local 1 cannot provide a qualified apprentice or MES helpers then Local 1 shall provide MES Journeymen. The Business Manager and Union Executive Leadership will ensure that the ratios stated in Paragraph 9 above will be achieved and will clarify the adjustments to all bidders during the bid period to help ensure savings.
12. Where the New York Plan or established area practice provides for split jurisdiction between trades, a.k.a. composite crews, the Construction Manager and/or employer, may assign the work in coordination with the Council and/or Unions, without unnecessary duplication of efforts and ensuring installation occurs during normal working hours. Any disputes regarding this subsection will be subject to resolution by the New York Plan.



SCHEDULE "B" TRADE SPECIFIC
PLA TERM SHEET FOR BROOKFIELD PROPERTIES
December 04, 2013

13. If feasible and mutually agreed to, Local 1 shall be entitled to appoint one steward per building engaged in Project Work.

For Brookfield Office Properties

By:  _____ Date: 2/27/14

Print Name: Ark Latt/Vice President, Construction

For Plumbers Local No. 1

By:  _____ Date: 12/18/13

Print Name: John J. Murphy/Business Manager

[March 5, 2014: Issued by Brookfield Properties Inc.]



**SCHEDULE "B" TRADE SPECIFIC
PLA TERM SHEET FOR BROOKFIELD PROPERTIES
February 19, 2014**

ELEVATOR CONSTRUCTORS LOCAL 1

The parties to this addendum agree that the terms and conditions herein will act as an appendix to the Project Labor Agreement ("PLA") for Brookfield Properties (the "Project")

1. **Work Day**
 - a. Start at work stations.
 - b. Option of (4) four 10 hours straight time work week.

2. **Wages/Benefits**

Wage and benefits according to CBAs with the exception of the following parts of the Brookfield Properties portfolio which will have a reduction in payroll cost:

 - a. An equivalent of a 20% reduction in payroll cost, which may be accomplished by changes to hoisting work rules, common holidays, apprenticeship ratios, option of a 4-10 hour work days, and other work rule changes:
 1. Manhattan West Building C – Residential Building.
 2. 450 West 33rd Street Renovation of Existing Building (Repositioning of Class C Building).
 3. Tenant work added to PLA.
 4. Any retail work added to PLA.
 5. Manhattan West Building A – North East Office Building.
 6. Manhattan West Building B – South East Office Building.
 7. Manhattan West Building D – Mixed Use Building.
 8. Manhattan West Site improvement above Platform.
 9. Maintenance and renovations of elevators and escalators in existing Brookfield properties.
 10. Existing Brookfield Properties portfolio of work as defined in PLA document.
 - b. Brookfield has a proprietary interest in maintaining its elevators and escalators with Local 1 members and agrees to use Local 1 members for service and maintenance work of elevators and escalators in existing Brookfield properties.

3. **Overtime**

Overtime Monday through Saturday, Sunday, and holidays shall be paid in accordance with CBA. Benefits will be paid in accordance with CBA.

[March 5, 2014: Issued by Brookfield Properties Inc.]



**SCHEDULE "B" TRADE SPECIFIC
PLA TERM SHEET FOR BROOKFIELD PROPERTIES
February 19, 2014**

4. **Shifts**
 - a. Shift work in accordance with CBA.

5. **Saturday Make-up Days**

Straight time Saturday make-up days may be scheduled for force majeure delays.

6. **ADR**

Alternate Dispute Resolution for workers compensation insurance.

7. The Owner/Developer have the right to discharge a member of Local 1 for violation of any drug, alcohol, safety, security, or OCIP.

8. The Owner/Developer shall have the right, at its sole discretion, to inspect incoming and outgoing shipments and/or deliveries or any vehicle entering or leaving the site.

9. Local 1 reserves the right to default to a thirty (30) minute lunch break in lieu of a forty-five (45) minute lunch break.

10. For any terms not addressed in the PLA or this Addendum, the terms and conditions of employment for Local 1 will be governed by Local 1's collective bargaining agreement.

11. The Journeymen to Apprentice ratio shall be one to one (1:1). Local 1 will permit loading and unloading with Apprentices and one (1) Journeyman.

12. Local 1 shall be entitled to appoint one (1) steward per building engaged in Project Work.

13. Local 1 will preassemble and hoist (or crane) into place secondary sheaves and machine beams/up-stands (separate hoisting of sheaves not required).

14. Local 1 will utilize the outside hoist (or crane) to stage materials up to two (2) staging floors.

[March 5, 2014: Issued by Brookfield Properties Inc.]



**SCHEDULE "B" TRADE SPECIFIC
PLA TERM SHEET FOR BROOKFIELD PROPERTIES
February 19, 2014**

15. Maintenance and Modernization Work

All maintenance and modernization work in properties covered under this PLA will be performed by IUEC Local 1 affiliated Contractors. Brookfield Properties directly employs nine (9) elevator and escalator maintenance workers ("Brookfield Maintenance Employees") who are affiliated with IBEW Local 3. IUEC Local 1 shall be free to organize such "Brookfield Maintenance Employees", provided Local 1 shall cover any higher cost differential to Brookfield Properties of such employees for a period of one year from the time these "Brookfield Maintenance Employees" become members of IUEC Local 1. In the event these "Brookfield Maintenance Employees" choose not to become members of IUEC Local 1, Brookfield Properties can continue to employ these nine (9) elevator and escalator maintenance workers. Any new Brookfield Property elevator and escalator maintenance workers will be members of IUEC Local 1.

16. Temporary Operation of Cars for Other Trades

Local 1 members may be employed, at the request and option of the Owner, Construction Manager, or General Contractor to operate partially completed elevators, completed but not accepted elevators, and rack and pinion construction hoist subject to following conditions:

1. Partially complete elevator cars used as work platforms:
 - a. One (1) 4th year apprentice per shaft with unlimited movement.
2. Completed but not accepted elevators to move personnel and material:
 - a. One (1) 4th year apprentice per elevator.
 - b. Second shift at 10% and Third shift at 15% wage premium.
 - c. Overtime at 1 ½ rate.
3. Rack and Pinion construction hoist to move personnel and material:
 - a. One (1) 4th year apprentice per elevator.
 - b. Second shift at 10% and Third shift at 15% wage premium.
 - c. Overtime at 1 ½ rate.

17. Common Holiday

In the event "Brookfield Maintenance Employees" choose not to become members of IUEC Local 1, holidays will change from the nine common PLA holidays to IUEC Local 1 CBA holidays.

For Brookfield Office Properties

By:  _____

Date: 2/20/14

[March 5, 2014: Issued by Brookfield Properties Inc.]



**SCHEDULE "B" TRADE SPECIFIC
PLA TERM SHEET FOR BROOKFIELD PROPERTIES
February 19, 2014**

Print Name: Ark Latt/Vice President, Construction

International Union Elevator Constructors Local No. 1

By: *Lenny Legotte* Date: 2/20/14

Print Name: Lenny Legotte/President-Business Manager



**SCHEDULE "B" TRADE SPECIFIC
PLA TERM SHEET FOR BROOKFIELD PROPERTIES
December 04, 2013**

ELECTRICAL WORKERS IBEW LOCAL 3

The parties to this addendum agree that the terms and conditions herein will act as an appendix to the Project Labor Agreement ("PLA") for Brookfield Properties (the "Project")

1. **Work Day**
 - a. Start at work stations provided there is adequate vertical transportation and shanties are within walking distance of work station and all trades agree to this provision.
 - b. Option of (4) four 10 hours straight time work week.

2. **Wages/Benefits**

Wage and benefits according to CBA's with the exception of the following parts of the Brookfield Properties portfolio which will have reductions in payroll cost as follows:

 - a. An equivalent of a 15% reduction in payroll cost:
 1. Manhattan West Building C – Residential Building.
 2. 450 West 33rd Street Renovation of Existing Building (Repositioning of Class C Building).
 3. Tenant work added to PLA.
 4. Any retail work added to PLA.
 - b. An equivalent of a 5% reduction in payroll cost:
 1. Manhattan West Building A – North East Office Building.
 2. Manhattan West Building B – South East Office Building.
 3. Manhattan West Building D – Mixed Use Building.
 - c. Wage and benefits in accordance with CBA:
 1. Manhattan West Site improvement above Platform.
 - d. Existing Brookfield Properties portfolio of work as defined in PLA document and renovation work on Manhattan West Complex site:
 1. A 5% reduction in payroll cost
 2. Work in accordance with CBA not PLA with the exception of following items:
 - a. Standard work day will be 8 hours.
 - b. For communications and data work, Local 3 Electricians will be employed at a ratio of two "A" Rate Journeyman to one "MIJ" Rate Journeyman to one Apprentice (2:1:1).
 3. All low voltage work shall be performed by Local 3.



**SCHEDULE "B" TRADE SPECIFIC
PLA TERM SHEET FOR BROOKFIELD PROPERTIES
December 04, 2013**

3. **Overtime**
Overtime, Weekend, and Holiday work in accordance with CBA. Fringe benefit contributions shall be paid in accordance with CBA.
4. **Shifts**
 - a. Second Shift at 10% and Third Shift at 15% Premium for hours worked with no additional unpaid hours.
 - b. Temporary Services Second and Third Shift in accordance with CBA.
5. **Saturday Make-up Days**
Straight time Saturday make-up days may be scheduled for work days lost due to inclement weather.
6. **Materials:** As per code or specs; NECA/Local 3 will agree to more efficient installation methods and manning to reduce cost.
7. Off-site prefabrication at the employer's location or on-site prefabrication shall be allowed with union labor from IBEW local "A" journeymen.
8. There will be a one (1) hour show-up time.
9. The Journeymen to Apprentice ratio shall be three to one 3:1.
10. The manning of temporary light shall be at the request of the CM/Owner. The manning of temporary power shall in accordance with CBA.
11. The Contractor and Local 3 will designate a regular team from the existing compliment of workers to be responsible for and assure quality control in the installation of kitchen equipment and appliances.
12. ENT and SMURF conduit shall be permitted for low voltage (voltage of 110-208) control and power wiring.
13. PVC coated BX in concrete and PVC coated in MC cable may be used for branch, sub-branch, and feeders.
14. Local 3 shall be entitled to appoint one steward per building engaged in Project Work



**SCHEDULE "B" TRADE SPECIFIC
PLA TERM SHEET FOR BROOKFIELD PROPERTIES
December 04, 2013**

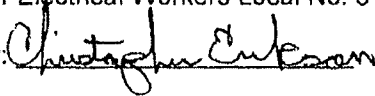
15. For communications and data work, Local 3 Electricians will be employed at a ratio of two "A" Rate Journeyman to one "MIJ" Rate Journeyman to one Apprentice (2:1:1).
16. There will be no manning of temporary 24 hour power circuits for charging of battery powered equipment.
17. All low voltage work shall be performed by Local 3.

For Brookfield Office Properties

By:  Date: 2/27/14

Print Name: Ark Latt/Vice President, Construction

For Electrical Workers Local No. 3

By:  Date: 1/10/14

Print Name: Christopher Erikson/Business Manager



**SCHEDULE "B" TRADE SPECIFIC
PLA TERM SHEET FOR BROOKFIELD PROPERTIES
December 16, 2013**

BOILERMAKERS LOCAL 5

The parties to this addendum agree that the terms and conditions herein will act as an appendix to the Project Labor Agreement ("PLA") for Brookfield Properties (the "Project")

1. For work performed under this PLA to reach the additional labor costs savings needed for this project, the Boilermakers will work under the terms and conditions of the National Maintenance Agreement.


For Brookfield Office Properties

By:  _____

Date: 2/27/14

Print Name: Ark Latt/Vice President, Construction

For Boilermakers Local No. 5

By:  _____

Date: 1/10/14

Print Name: Steve Ludwigson/Business Manager/Secretary Treasurer



**SCHEDULE "B" TRADE SPECIFIC
PLA TERM SHEET FOR BROOKFIELD PROPERTIES
December 04, 2013**

TILE, MARBLE, TERRAZZO WORKERS LOCAL 7

The parties to this addendum agree that the terms and conditions herein will act as an appendix to the Project Labor Agreement ("PLA") for Brookfield Properties (the "Project")

1. **Work Day**

- a. Start at work stations.
- b. Option of (4) four 10 hours straight time work week.

2. **Wages/Benefits**

Wage and benefits according to CBA's with the exception of the following parts of the Brookfield Properties portfolio which will have the equivalent of a 20% reduction in payroll cost accomplished by adjustments to apprenticeship ratios, helper ratios, wage/benefit reductions, and work rule changes:

- a. Manhattan West Building C – Residential Building.
- b. 450 West 33rd Street Renovation of Existing Building (Repositioning of Class C Building).
- c. Tenant work added to PLA.
- d. Any retail work added to PLA.
- e. Manhattan West Building A – North East Office Building.
- f. Manhattan West Building B – South East Office Building.
- g. Manhattan West Building D – Mixed Use Building.
- h. Manhattan West Site improvement above Platform.
- i. Existing Brookfield Properties portfolio of work as defined in PLA document.

3. **Overtime**

Overtime and Saturday work that is neither shift work nor otherwise addressed in the agreement shall be calculated at one and one-half the normal straight time rate (1.5x) for each hour worked in 15 minute increments. Fringe benefit contributions shall be paid pursuant to the Collective Bargaining Agreements. The wages and benefit portion of the union's total package for Sunday, the 9th and additional hours on Saturdays, and holiday work shall be calculated pursuant to the current CBA.



**SCHEDULE "B" TRADE SPECIFIC
PLA TERM SHEET FOR BROOKFIELD PROPERTIES
December 04, 2013**

4. **Shifts**
 - a. Second Shift at 10% and Third Shift at 15% Premium.
 - b. Dyer Avenue roadway work and all track work may be paid at a 0% shift differential for both 2nd and 3rd shift.

5. **Saturday Make-up Days**

Straight time Saturday make-up days may be scheduled for weather only.

6. **ADR**

Alternate Dispute Resolution for workers compensation insurance.

7. There will be a two (2) hour show-up fee, pursuant to the current CBA.

8. Lunch will be scheduled for the 4th, 4.5th, and 5th hour and may be staggered by crew.

9. Journeymen to Apprentice ratio shall be as follows:
 - a. The Journeymen to Apprentice ratio shall be three to one (3:1).
 - b. The Journeymen to Apprentice ratio for loading and moving of materials may be one to one (1:1).
 - c. Finishers, helpers and Material Movers will be allowed to start staggered start times to ensure that workers can start work at the beginning of their shift and clean-up after.
 - d. Improvers (80% rate) can be utilized at a three to one ratio (3:1) for the mechanics.
 - e. First year mechanics apprentices may be utilized as helpers.
 - f. Signatory Local 7 members can assist other Local 7 members in the last two (2) hours of a shift.

For Brookfield Office Properties

By: _____

Date: _____

2/27/14

Print Name: Ark Latt/Vice President, Construction

For Tile, Marble, Terrazzo Workers Local No. 7

By: _____

Date: _____

12/16/13

Print Name: Thomas Lane/President



SCHEDULE "B" TRADE SPECIFIC
PLA TERM SHEET FOR BROOKFIELD PROPERTIES
December 04, 2013

ROOFERS LOCAL 8

The parties to this addendum agree that the terms and conditions herein will act as an appendix to the Project Labor Agreement ("PLA") for Brookfield Properties (the "Project")

1. Work Day

- a. Start at work stations.
- b. Option of (4) four 10 hours straight time work week.

2. Wages/Benefits

Wage and benefit according to CBA's with the exception of the following parts of the Brookfield Properties portfolio which will have the equivalent of a 17% reduction in payroll cost accomplished by utilizing a ratio of one journey person to one first year apprentice:

- a. Manhattan West Building C – Residential Building.
- b. 450 West 33rd Street Renovation of Existing Building (Repositioning of Class C Building).
- c. Tenant work added to PLA.
- d. Any retail work added to PLA.
- e. Manhattan West Building A – North East Office Building.
- f. Manhattan West Building B – South East Office Building.
- g. Manhattan West Building D – Mixed Use Building.
- h. Manhattan West Site Improvement above Platform.
- i. Manhattan West Dyer Avenue Roadwork.
- j. Manhattan West Platform over train tracks.
- k. Existing Brookfield Properties portfolio of work as defined in PLA document.

3. Overtime

Overtime and Saturday work that is neither shift work nor otherwise addressed in the agreement shall be calculated at one and one-half the normal straight time rate (1.5x) for each hour worked in 15 minute increments. The wages and benefit portion of the union's total package for Sunday, 9th and additional hours on Saturdays, and holiday work shall be calculated pursuant to the current CBA. Fringe benefit contributions shall be paid on actual hours worked for all work including but not limited to straight, premium, shift, and overtime work.



**SCHEDULE "B" TRADE SPECIFIC
PLA TERM SHEET FOR BROOKFIELD PROPERTIES
December 04, 2013**

4. **Shifts**
 - a. Second Shift at 5% and Third Shift at 5% Premium.
 - b. Dyer Avenue roadway work and all track work may be paid at a 0% shift differential for both 2nd and 3rd shift.
 - c. The minimum duration for shift work shall be five (5) continuous days.

5. **Saturday Make-up Days**

Straight time Saturday make-up days may be scheduled. When conditions beyond the control of the Construction Manager, such as severe weather, power failure, fire or natural disaster, result in the loss of a whole day of Project work on a regularly scheduled workday, the Construction Manager may schedule a Saturday make-up day at straight time.

6. **ADR**

Alternate Dispute Resolution for workers compensation insurance.

7. When the School Construction Authority Project Labor Agreement provides a better economic term than this Agreement, as defined in Article 2, Section 1 of the PLA, then the economic term in the School Construction Authority Project Labor Agreement shall apply.

8. Lunch will be scheduled for the 4th, 4.5th, and 5th hour and may be staggered by crew.

9. Local 8 shall be entitled to appoint one steward per building engaged in project work.

For Brookfield Office Properties

By:  _____

Date: 2/27/14

Print Name: Ark Latt/Vice President, Construction

For Roofers Local Union No. 8

By:  _____

Date: 12/17/13

Print Name: Nick Siciliano/Business Manager-FST



**SCHEDULE "B" TRADE SPECIFIC
PLA TERM SHEET FOR BROOKFIELD PROPERTIES
December 04, 2013**

HEAT AND FROST INSULATORS LOCAL 12 AND 12A

The parties to this addendum agree that the terms and conditions herein will act as an appendix to the Project Labor Agreement ("PLA") for Brookfield Properties (the "Project")

1. **Work Day**
 - a. Start at work stations.
 - b. Option of (4) four 10 hours straight time work week.

2. **Wages/Benefits**

Wage and benefit according to CBA's with the exception of the following parts of the Brookfield Properties portfolio which will have the equivalent of a 10% reduction in payroll cost:

 - a. Manhattan West Building C – Residential Building.
 - b. 450 West 33rd Street Renovation of Existing Building (Repositioning of Class C Building).
 - c. Tenant work added to PLA.
 - d. Any retail work added to PLA.
 - e. Manhattan West Building A – North East Office Building.
 - f. Manhattan West Building B – South East Office Building.
 - g. Manhattan West Building D – Mixed Use Building.
 - h. Manhattan West Site improvement above Platform.
 - i. Existing Brookfield Properties portfolio of work as defined in PLA document.

3. **Overtime**

Overtime and Saturday work that is neither shift work nor otherwise addressed in this agreement shall be calculated at one and one-half the normal straight time rate (1.5x) for each hour worked. The wages and benefit portion of the union's total package for Sunday, 9th and additional hours on Saturdays, and holiday work shall be calculated pursuant to the current CBA. The Annuity and Vacation Funds contributions shall be paid on actual hours worked for all work including but not limited to straight, premium, shift, and overtime work. All other benefit funds, including welfare contributions, are to be made based on hours paid.

4. **Shifts**
 - a. Second Shift at 5% and Third Shift at 5% Premium.
 - b. Dyer Avenue roadway work and all track work may be paid at a 0% shift differential for both 2nd and 3rd shift.



**SCHEDULE "B" TRADE SPECIFIC
PLA TERM SHEET FOR BROOKFIELD PROPERTIES
December 04, 2013**

5. ADR
Alternate Dispute Resolution for workers compensation insurance.
6. There will be a two (2) hour show-up fee.
7. Lunch will be schedule for the 4th, 4.5th, 5th hour and may be staggered by crew.
8. The Journeymen to Apprentice ratio shall be one to one (1:1) if available.
9. Local 12 shall be entitled to appoint one steward per site engaged in Project Work.

For Brookfield Office Properties

By:  Date: 2/27/14

Print Name: Ark Latt/Vice President, Construction

For Heat and Frost Insulators Local No. 12 and 12A

By:  Date: 12.16.2013

Print Name: Mathew Aracich /Business Manager



SCHEDULE "B" TRADE SPECIFIC
PLA TERM SHEET FOR BROOKFIELD PROPERTIES
December 04, 2013

SHEETMETAL WORKERS LOCAL 28

The parties to this addendum agree that the terms and conditions herein will act as an appendix to the Project Labor Agreement ("PLA") for Brookfield Properties (the "Project")

1. **Work Day**

- a. Start at work stations subject to shanties or gang box being within walking distance to work area. Walking distance shall be defined as shanties or gang boxes within 3 floors of work area.
- b. For airside direct and contractor direct programs only, option of (4) four 10 hour straight time work week subject to approval by Local 28.

2. **Wages/Benefits**

Wage and benefits according to CBA's with the exception of airside direct and contractor direct programs for the following parts of the Brookfield Properties portfolio which will have reductions in payroll cost as follows:

- a. A \$1.00/hr reduction in payroll cost:
 1. Manhattan West Building C – Residential Building.
 2. 450 West 33rd Street Renovation of Existing Building (Repositioning of Class C Building).
 3. Tenant work added to PLA.
 4. Any retail work added to PLA.
 5. Existing Brookfield Properties portfolio of work as defined in PLA document.
- b. Renovation and second build tenant work: In addition to reduction in 2(a) above, CBA Article XV – Market Recovery Addendum for sheet metal contracts of values \$100,000 or less shall be applicable provided the aggregate of all sheet metal contracts on a particular job is not greater than \$100,000.
- c. In addition to reduction in 2(a) above, for airside direct programs only and contract values of \$250,000 or less, there shall be a 5% reduction in payroll cost capped at \$5,000 per contract. The aggregate of all airside direct contracts for a particular job must not be greater than \$250,000 for this provision to be applicable.
- d. Wage and benefits in accordance with CBA:
 1. Manhattan West Building A – North East Office Building.
 2. Manhattan West Building B – South East Office Building.
 3. Manhattan West Building D – Mixed Use Building.
 4. Manhattan West Site improvement above Platform.



**SCHEDULE "B" TRADE SPECIFIC
PLA TERM SHEET FOR BROOKFIELD PROPERTIES
December 04, 2013**

3. **Overtime**
Overtime and Saturday work that is neither shift work nor otherwise addressed in this agreement shall be calculated at one and one-half the normal straight time rate (1.5x) for each hour worked in 15 minute increments. For airside direct and contractor direct programs only (as defined in this Schedule "B"), benefit contributions are paid based on hours worked when on time and one half (1.5X) overtime rate and benefit contributions are paid based on hours paid when on double time (2X). The wages and benefit portion of the union's total package for Sunday, the 9th and additional hours on Saturday, holiday work, non-airside direct program work, and non-contractor direct program work shall be calculated pursuant to the current CBA wage multiple.
4. **Shifts**
 - a. Second Shift at 10% and Third Shift at 15% Premium. Shifts must be established for a minimum of 1 week. There must be a 1st shift in order to schedule a 2nd or 3rd shift except for airside direct renovation(not original fit-out work) work where a 1st shift in not required in order to schedule a 2nd or 3rd shift.
 - b. Temporary Services Second and Third Shift at 0% Premium.
5. **Saturday Make-up Days**
Straight time Saturday make-up days may be scheduled in accordance with CBA.
6. There shall be a two (2) hour show-up time.
7. For airside direct and contractor direct program work on the Project, the Journeymen to Apprentice ratio shall be three to one (3:1) and the 5th, 13th, 18th, & 26th employee can be pre-apprentices at 23% of Journeyman's wage/benefit rate. For the first 26 members employed, 18 are mechanics, 4 are apprentices, and 4 are pre-apprentices. From the 27th member employed and thereafter Journeyman to Apprentice ratio shall be three to one (3:1).
8. Local 28 will be responsible for air and water testing and balancing.



**SCHEDULE "B" TRADE SPECIFIC
PLA TERM SHEET FOR BROOKFIELD PROPERTIES
December 04, 2013**

9. Where the New York Plan or established area practice provides for split jurisdiction between trades, a.k.a. composite crews, the Construction Manager and/or employer, may assign the work in coordination with the Council and/or Unions, without unnecessary duplication of efforts and ensuring installation occurs during normal working hours. Any disputes regarding this subsection will be subject to resolution by the New York Plan.
10. There will be no restrictions on the use of tools per manufacturer's recommendations.
11. Five "AS" journeymen to two (5:2) light commercial workers for manufacturing and fabrication.
12. Airside Direct Program and Direct Contractor Program shall be defined as sheet metal contractors, metal roof deck contractors, roofing contractors and metal siding contractors that are contracted directly for the owner or owner's representative or owner's GC/CM rather than as a subcontractor to the mechanical contractor or broker contractor and include following:
 - a. Airside Direct Program contracts should include all sheet metal ductwork, VAV and air outlets, duct insulation, airside testing and balancing, fans others than those directly associated with A/C units, dampers, functional louvers that are not part of the curtain wall, fan maintenance, and all other work traditionally performed by the sheet metal contractor.
 - b. Direct Contractor Program shall include all work typically associated with roofing, metal roof deck, or metal siding contractors.
 - c. Purchase of HETO and "Blue Label" products are permitted without claim by the Union. Local 28 will provide a list of products and manufacturers upon the request of a contractor awarded work on the Project.



**SCHEDULE "B" TRADE SPECIFIC
PLA TERM SHEET FOR BROOKFIELD PROPERTIES
December 04, 2013**

- d. The following products can be purchased from a Local 28 specialty shops for Air Side Direct Program:
1. High efficiency take offs (HETO's)
 2. Conical take offs
 3. Straight take offs
 4. Tee Fittings
 5. Reducers
 6. Stamped elbows
 7. End caps
 8. Couplings
 9. Snap lock pipe
 10. Any other item mutually agreed to with Local 28.


13. The use of Factory Fabricated air handling units up to 100,000 cfm located within the building or on the roofs/setbacks over 6 stories is permitted.
14. All stewards shall be working stewards. Local 28 shall be entitled to appoint one (1) working steward per employer with four (4) or more employees on a particular job.

For Brookfield Office Properties

By:  Date: 2/27/14

Print Name: Ark Latt/Vice President, Construction

Sheet Metal Workers Local No. 28

By:  Date: December 20th, 2013

Print Name: Bob Diorio/President and Business Manager



SCHEDULE "B" TRADE SPECIFIC
PLA TERM SHEET FOR BROOKFIELD PROPERTIES
February 21, 2014

BLASTERS, DRILL RUNNERS, AND MINERS LOCAL 29

The parties to this addendum agree that the terms and conditions herein will act as an appendix to the Project Labor Agreement ("PLA") for Brookfield Properties (the "Project")

1. Work Day
 - a. Start at work stations.
 - b. Option of (4) four 10 hours straight time work week.
2. Wages/Benefits

Wage and benefits according to CBA for the Brookfield Properties portfolio:

 - a. Manhattan West Building C – Residential Building.
 - b. 450 West 33rd Street Renovation of Existing Building (Repositioning of Class C Building).
 - c. Tenant work added to PLA.
 - d. Any retail work added to PLA.
 - e. Manhattan West Building A – North East Office Building.
 - f. Manhattan West Building B – South East Office Building.
 - g. Manhattan West Building D – Mixed Use Building.
 - h. Manhattan West Site improvement above Platform.
 - j. Existing Brookfield Properties portfolio of work as defined in PLA document.
3. Overtime

Overtime, Weekends and Holiday work in accordance with CBA. Fringe benefit contributions shall be paid in accordance with CBA.
4. Shifts
 - a. Second and third shift work is paid in accordance with CBA.
5. Saturday Make-up Days

Straight time Saturday make-up days may be scheduled.
6. ADR

Alternate Dispute Resolution for workers compensation insurance.



SCHEDULE "B" TRADE SPECIFIC
PLA TERM SHEET FOR BROOKFIELD PROPERTIES
February 21, 2014

7. All work will be performed in accordance with the terms and conditions of the CBA between The Blasters, Drillrunners, and Miners Union Local 29 and Building Laborers of the Laborers International Union of North America and General Contractors Association of New York Inc.

For Brookfield Office Properties

By: _____

A handwritten signature in black ink, appearing to be 'Ark Latt', written over a horizontal line.

Date: _____

2/27/14

Print Name: Ark Latt/Vice President, Construction

Blasters, Drill Runners and Miners Local No. 29

By: _____

A handwritten signature in black ink, appearing to be 'Thomas Russo', written over a horizontal line.

Date: _____

FEB 21 2014

Print Name: Thomas Russo/Business Manager



**SCHEDULE "B" TRADE SPECIFIC
PLA TERM SHEET FOR BROOKFIELD PROPERTIES
December 18, 2013**

IRONWORKERS LOCAL 40

The parties to this addendum agree that the terms and conditions herein will act as an appendix to the Project Labor Agreement ("PLA") for Brookfield Properties (the "Project")

1. **Definition of Project Work**

Base building, Tenant work and renovation work of 450 West 33rd Street collectively referred to as the Manhattan West Complex as follows:

- a. Building A – North East Office Building.
- b. Building B – South East Office Building.
- c. Building C – Residential Building.
- d. Building D – Mixed Use Building.
- e. 450 West 33rd Street Renovation of Existing Building.
- f. Site improvement above Platform.
- g. Platform over train tracks. Includes all the terms and conditions of the PLA except that equivalent 10% wage/benefit reductions are not applicable for previously awarded Platform over train track work.
- h. Existing Brookfield Properties portfolio of work as defined in PLA document.

2. **Work Day**

- a. Start at work stations.
- b. Option of (4) four 10 hours straight time work week, Monday through Thursday with Friday as a straight time make-up day.

3. **Wages/Benefits**

Wage and benefit according to CBA's with the exception of the following parts of the Brookfield Properties portfolio which will have the equivalent of a 10% reduction in payroll cost:

- a. Manhattan West Building C – Residential Building.
- b. 450 West 33rd Street Renovation of Existing Building (Repositioning of Class C Building).
- c. Tenant work added to PLA.
- d. Any retail work added to PLA.
- e. Manhattan West Building A – North East Office Building.
- f. Manhattan West Building B – South East Office Building.
- g. Manhattan West Building D – Mixed Use Building.
- f. Manhattan West Site improvement above Platform.



**SCHEDULE "B" TRADE SPECIFIC
PLA TERM SHEET FOR BROOKFIELD PROPERTIES
December 18, 2013**

- g. Manhattan West Platform work over train tracks previously award is excluded from equivalent wage/benefit reductions.
 - h. Existing Brookfield Properties portfolio of work as defined in PLA document.
4. **Overtime**
Overtime Monday through Saturday shall be paid at the rate of time and ½ in 30 minute increments.
5. **Shifts**
 - a. Second and Third Shift at 50% Premium.
 - b. Second and Third Shift at 15% Premium for Brookfield Properties Portfolio outside of Manhattan West Complex.
6. Lunch will be scheduled for the 4th, 4.5th, and 5th hour and may be staggered by crew.

For Brookfield Office Properties

By:  Date: 2/27/14.

Print Name: Ark Latt/Vice President, Construction

Ironworkers Local 40

By:  Date: 12-19-2013

Print Name: Robert Walsh/Business Manager



**SCHEDULE "B" TRADE SPECIFIC
PLA TERM SHEET FOR BROOKFIELD PROPERTIES
January 06, 2014**

METAL LATHERS LOCAL 46

The parties to this addendum agree that the terms and conditions herein will act as an appendix to the Project Labor Agreement ("PLA") for Brookfield Properties (the "Project")

1. **Work Day**
 - a. Start at work stations provided there is adequate vertical transportation.
 - b. Option of (4) four 10 hours straight time work week.

2. **Wages/Benefits**

Wage and contribution package will be paid in accordance with the current CBA. The current Journeyman base wage and benefit rate is \$81.81 per hour. This wage/benefit rate will be maintained for duration of Project plus CBA agreed upon wage increases:

 - a. Manhattan West Building C – Residential Building.
 - b. 450 West 33rd Street Renovation of Existing Building (Repositioning of Class C Building).
 - c. Tenant work added to PLA.
 - d. Any retail work added to PLA.
 - e. Manhattan West Building A – North East Office Building.
 - f. Manhattan West Building B – South East Office Building.
 - g. Manhattan West Building D – Mixed Use Building.
 - h. Manhattan West Site improvement above Platform.
 - i. Existing Brookfield Properties portfolio of work as defined in PLA document.

3. **Overtime**

Overtime Monday through Saturday, Sunday, and holidays shall be paid in accordance with CBA. Benefits will be paid in accordance with CBA.

4. **Shifts**
 - a. Second Shift at 10% and Third Shift at 15% Premium.
 - b. Dyer Avenue roadway work and all track work may be paid at a 10% shift differential for both 2nd and 3rd shift.

5. **ADR**

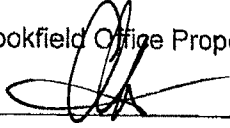
At union's option, Alternate Dispute Resolution for workers compensation insurance may be implemented by Brookfield Office Properties.



**SCHEDULE "B" TRADE SPECIFIC
PLA TERM SHEET FOR BROOKFIELD PROPERTIES
January 06, 2014**

6. Lunch will be scheduled for the 4th, 4.5th and 5th hour and may be staggered by crew. This applies only to concrete work.
7. The Journeymen to Apprentice ratio shall be three to one (3:1).
8. Bending and prefabrication of rebar will be done by Local 46 members when an on-site facility or area is so designated. Where Local 46 has determined that on-site bending and fabrication of rebar cannot be performed safely, off-site bending and fabrication of rebar may be allowed, at Local 46's sole discretion. Any off-site bending and fabrication of normal strength rebar and high strength rebar (grade 97 ksi) allowed by Local 46 shall be performed in accordance local industry practices.
9. Day before Christmas and New Year's shall be ½ day work with full day pay per CBA.

For Brookfield Office Properties

By:  Date: 2/27/14

Print Name: Ark Latt/Vice President, Construction

For Metal Lathers Local No. 46

By:  Date: 1/7/14

Print Name: Terry Moore/Business Manager



**SCHEDULE "B" TRADE SPECIFIC
PLA TERM SHEET FOR BROOKFIELD PROPERTIES
January 16, 2014**

SIGN MANUFACTURERS AND ERECTOR LOCAL 137

The parties to this addendum agree that the terms and conditions herein will act as an appendix to the Project Labor Agreement ("PLA") for Brookfield Properties (the "Project")

1. **Work Day**

- a. Shape up in accordance with CBA.
- b. Option of (4) four 10 hours straight time work week for work consisting of two weeks or more.

2. **Wages/Benefits**

Wage and benefits according to CBA's with the exception of interior non-illuminated signs manufactured by Local 137 affiliated shops for the following parts of the Brookfield Properties portfolio which will have the equivalent of a 20% reduction in payroll cost:

- a. Manhattan West Building C – Residential Building.
- b. 450 West 33rd Street Renovation of Existing Building (Repositioning of Class C Building).
- c. Tenant work added to PLA.
- d. Any retail work added to PLA.
- e. Manhattan West Building A – North East Office Building.
- f. Manhattan West Building B – South East Office Building.
- g. Manhattan West Building D – Mixed Use Building.
- h. Manhattan West Site improvement above Platform.
- j. Existing Brookfield Properties portfolio of work as defined in PLA document.

Wages and benefits for exterior signs and illuminated signs shall be in accordance with CBA.

3. **Overtime**


Overtime Monday through Saturday, Sunday, and holidays shall be paid in accordance with CBA. Benefits will be paid in accordance with CBA.

4. The Journeymen to Apprentice ratio shall be two to one (2:1).



**SCHEDULE "B" TRADE SPECIFIC
PLA TERM SHEET FOR BROOKFIELD PROPERTIES
January 16, 2014**

For Brookfield Office Properties

By:  Date: 2/27/14.

Print Name: Ark Latt/Vice President, Construction

Sign Manufacturers and Erectors Local No. 137

By:  Date: 1.29.14

Print Name: Dante Dano Jr/President/Business Manager



**SCHEDULE "B" TRADE SPECIFIC
PLA TERM SHEET FOR BROOKFIELD PROPERTIES
December 04, 2013**

STONE DERRICKMEN LOCAL 197

The parties to this addendum agree that the terms and conditions herein will act as an appendix to the Project Labor Agreement ("PLA") for Brookfield Properties (the "Project")

1. **Work Day**

- a. Start at work stations.
- b. Option of (4) four 10 hours straight time work week provided union is notified in advance, must be at the start of a work week, and 4 days must fall between Monday through Friday.
- c. Standard 8 hour work day, Monday through Friday.
- d. Flexible starting times between the hours of 7:00 AM to 9:00 AM, including staggered starts with a particular trade.

2. **Wages/Benefits**

20% wage and contribution (total package) reduction on all; (i) base building stone course; (ii) handset work; (iii) flagging; (iv) site work for the project site defined as:

- a. Manhattan West Building C – Residential Building.
- b. 450 West 33rd Street Renovation of Existing Building (Repositioning of Class C Building).
- c. Tenant work added to PLA.
- d. Any retail work added to PLA.
- e. Manhattan West Building A – North East Office Building.
- f. Manhattan West Building B – South East Office Building.
- g. Manhattan West Building D – Mixed Use Building.
- h. Manhattan West Site improvement above Platform.
- i. Existing Brookfield Properties portfolio of work as defined in PLA document.

3. **Overtime**

Overtime and Saturday work that is neither shift work nor otherwise addressed in this agreement shall be calculated at one and one-half the normal straight time rate (1.5x) for each hour worked in 30 minute increments. Benefits will be paid in accordance with CBA. The wages and benefits portion of the union's total package for Sunday, 9th and additional hours on Saturdays, and holiday work shall be calculated pursuant to the current CBA.



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**SCHEDULE "B" TRADE SPECIFIC
PLA TERM SHEET FOR BROOKFIELD PROPERTIES
December 04, 2013**

- 4. Shifts
 - a. Second Shift at 10% and Third Shift at 15% Premium on wages and benefits for power side work.
 - b. Dyer Avenue roadway work and all track work may be paid at a 0% shift differential for both 2nd and 3rd shift.
- 5. Saturday Make-up Days
Time and one-half Saturday make-up days for force majeure delays for 8 hour work day may be scheduled. Straight time Friday make-up days for force majeure delays for 10 hour work day may be scheduled.
- 6. There will be a \$35 show-up fee when workers are called to work but not started with the exception that workers that are called to work shifts or Saturday/Sunday/Holidays and not started shall be paid 4 hours show-up time at the appropriate rate of pay.
- 7. The Journeymen to Apprentice ratio shall be four to one (4:1)
- 8. Local 197 shall be entitled to appoint one steward per building engaged in Project Work.
- 9. All other conditions not addressed in either this Schedule "B" or PLA will be in accordance with CBA.
- 10. All work within the trade will be performed pursuant to the New York Plan, specifically all tending to handset stone setters and installation of precast shall be performed in accordance with the New York Plan Green Book decisions.

For Brookfield Office Properties

By:  Date: 2/27/14

Print Name: Ark Lal/Vice President, Construction

For Stone Derrickmen Local No. 197

By:  Date: December 17, 2013

Print Name: William Hayes/Business Manager



SCHEDULE "B" TRADE SPECIFIC
PLA TERM SHEET FOR MANHATTAN WEST COMPLEX
November 12, 2013

PLASTERERS LOCAL 262

The parties to this addendum agree that the terms conditions herein will act as an appendix to the Project Labor Agreement ("PLA") for the Manhattan West Complex (the "Project")

1. **Work Day**

- a. Start at work stations.
- b. Option of (4) four 10 hours straight time work week with permission of Union and at least one week's notice of change..

2. **Wages/Benefits**

Wage and benefits according to CBA's with the exception of the following parts of the complex which will have a 9.6% reduction in wage and benefits for journey persons from the Independent Contractor Wage and Benefits. Wages and Benefits of Apprentices cannot be changed from the CBA:

- a. Building C – Residential Building.
- b. 450 West 33rd Street Renovation of Existing Building (Repositioning of Class C Building.
- c. Tenant work added to PLA.
- d. Any retail work added to PLA.
- e. Building A – North East Office Building.
- f. Building B – South East Office Building.
- g. Building D – Mixed Use Building.
- h. Site improvement above Platform.

3. **Overtime**

Overtime and Saturday work that is neither shift work nor otherwise addressed in this agreement shall be calculated at one and one-half the normal straight time rate (1.5x) for each hour worked in 30 minute increments. Benefits will be paid for hours worked, straight time rate, not hours paid. The wages and benefits portion of the union's total package for Sunday, 9th and additional hours on Saturdays, and holiday work shall be calculated pursuant to the current CBA.



SCHEDULE "B" TRADE SPECIFIC
PLA TERM SHEET FOR MANHATTAN WEST COMPLEX
November 12, 2013

4. **Shifts**
 - a. Second Shift at 8 hours wages and benefits for 7 hours of work and Third Shift at 8 hours wages and benefits for 7 hours of work. Plasterers working on the second and third shift shall be allowed one-half hour to eat, with this time being included in the seven (7) hours of work. Overtime after 7 hours on Shift work..
 - b. Dyer Avenue roadway work and all track work may be paid at a 0% shift differential for both 2nd and 3rd shift.

5. **Saturday Make-up Days**

Straight time Saturday make-up days may be scheduled only following a work day lost due to inclement weather or government declared emergency. This is not to be used when work can only be done on Saturday. The decision for Saturday Make-up day can only be made by the Local 262 signatory.

6. **ADR**

Alternate Dispute Resolution for workers compensation insurance.

7. The Journeymen to Apprentice ratio shall be two to one (2:1), where apprentices are available.

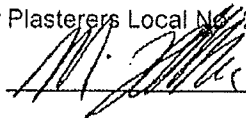
8. Reasonable access of Business representative(s) and Union officials to visit facility where work in on going.

For Brookfield Office Properties

By:  Date: 2/27/14

Print Name: Ark Latt/Vice President, Construction

For Plasterers Local No. 262

By:  Date: 11/12/13

Print Name: Michael Hubler/International Representative



SCHEDULE "B" TRADE SPECIFIC
PLA TERM SHEET FOR BROOKFIELD PROPERTIES
December 04, 2013

TEAMSTER LOCAL 282

The parties to this addendum agree that the terms conditions herein will act as an appendix to the Project Labor Agreement ("PLA") for Brookfield Properties (the "Project")

1. Work Day
 - a. Start at work stations.
 - b. Option of (4) four 10 hours straight time work week for on-site trucking solely dedicated to the Manhattan West project. Not applicable to On-Site Steward (OSS).

2. Wages/Benefits

Wage and benefits according to CBA's for the Brookfield Properties portfolio which is defined as follows:

 - a. Manhattan West Building C – Residential Building.
 - b. 450 West 33rd Street Renovation of Existing Building (Repositioning of Class C Building).
 - c. Tenant work added to PLA.
 - d. Any retail work added to PLA.
 - e. Manhattan West Building A – North East Office Building.
 - f. Manhattan West Building B – South East Office Building.
 - g. Manhattan West Building D – Mixed Use Building.
 - h. Manhattan West Site Improvement above Platform.
 - i. Existing Brookfield Properties portfolio of work as defined in PLA document.

3. Overtime

Overtime Monday through Saturday shall be paid at the rate of time and ½ in 30 minute increments. Benefits will be paid in accordance with CBA.

4. Shifts
 - a. Second Shift at 0% and Third Shift at 0% Premium.
 - b. Dyer Avenue roadway work and all track work may be paid at a 0% shift differential for both 2nd and 3rd shift.

5. ADR

Alternate Dispute Resolution for workers compensation insurance.

6. The Construction Manager/Owner will employ one (1) On-Site Steward ("OSS") for the entire Project.



SCHEDULE "B" TRADE SPECIFIC
PLA TERM SHEET FOR BROOKFIELD PROPERTIES
December 04, 2013

7. An additional OSS may be added at the Owner's request.
8. The OSS shall be employed from the start of construction until eleven (11) months before the end of all Project construction within the scope of this Agreement as determined by the employer's project schedule. This schedule shall include buildings "A" through "D", 450 West 33rd Street, tenant work, and the site improvements above platform. Requirement for OSS employment outside of Manhattan West Complex and for Manhattan West Complex renovation and non-virgin tenant space work shall be in accordance with Local 282 Collective Bargaining Agreement with the BCA.
9. Shifts may be scheduled and paid pursuant to the Local 282 Collective Bargaining Agreements, with no other premiums.
10. Starting times will be pursuant to the Local 282 Collective Bargaining Agreement. In the event the Construction Manager determines to go to three shifts, the Construction Manager may negotiate with Local 282 regarding alternate starting times.
11. Forklift trucks (including Lull's, Gradall, and wheeled rough terrain vehicles) will be operated by Local 282 Teamsters when such equipment is being used in connection with a fenced in storage or staging areas and/or warehousing of Project materials pursuant to the "warehouse exception" in the Local 282 Collective Bargaining Agreement.
12. Local 282 shall assist with security pre-screenings of its members to assist the CM/Owner with the Project's Safety and Security Program.

For Brookfield Office Properties

By:  Date: 2/27/14

Print Name: Ark Latt/Vice President, Construction

For Teamster Local No. 282

By:  Date: 12/16/13

Print Name: Tom Gesualdi /President



**SCHEDULE "B" TRADE SPECIFIC
PLA TERM SHEET FOR BROOKFIELD PROPERTIES
December 05, 2013**

ORNAMENTAL IRONWORKERS LOCAL 580

The parties to this addendum agree that the terms and conditions herein will act as an appendix to the Project Labor Agreement ("PLA") for Brookfield Properties (the "Project")

1. **Work Day**
Standard 8 hour day, Monday through Friday, at straight time rates, ½ hour unpaid lunch.
 - a. Start at work stations.

2. **Overtime**
Overtime Monday through Saturday shall be paid at the rate of time and ½. Benefits will be paid in accordance with CBA. Sunday and Holidays to be paid in accordance with CBA.

3. **Shifts**
 - a. Second Shift and Third Shift at 21.4% (8.5hrs pay for 7hrs of work) Premium for 7 hour shift and Second and Third Shift at 25% (10hrs pay for 8hrs of work) Premium for 8 hour shift. Straight time first shift. Shift work for alterations in occupied buildings shall be paid in accordance with the CBA.

4. **Saturday Make-up Days**
Straight time Saturday make-up days may be scheduled when conditions beyond the control of the Construction Manager, such as severe weather, power failure, fire or natural disaster, result in the entire crew's loss of a whole day of Project Work on a regularly scheduled work day for trade contractor's entire crew. No partial crew make-up days.

6. The normal working day shift ("First Shift") shall commence between the hours of 6:30 AM and 8:00 AM on weekday and 6:30 AM to 9:00 AM on weekends/holidays with a duration of eight and one-half (8-1/2) hours as defined herein. At the commencement of the Project and upon fifteen (15) days' notice thereafter, CM/Owner, at its sole discretion, shall determine the starting time ranging from 6:30 am to 8:00 am.



SCHEDULE "B" TRADE SPECIFIC
PLA TERM SHEET FOR BROOKFIELD PROPERTIES
December 05, 2013

6. Lunch will be scheduled for the 4th, 4.5th, and 5th hour and may be staggered by crew.
7. The Journeymen to Apprentice ratio shall be four to one (4:1).
8. Reduction in total wage and contribution package for Residential Projects at Manhattan West pursuant to the following formula:
 - a. For every forty (40) hours a Local 580 member works, the employer will only be required to pay benefit contributions on thirty (30) hours.

For Brookfield Office/Properties

By: _____

A handwritten signature in black ink, appearing to be 'Ark Latt', written over a horizontal line.

Date: _____

2/27/14.

Print Name: Ark Latt/Vice President, Construction

For Architectural and Ornamental Ironworkers Local Union No. 580

By: _____

A handwritten signature in black ink, appearing to be 'James P. Mahoney', written over a horizontal line.

Date: 12-20-13

Print Name: James P. Mahoney/Business Manager-FST



**SCHEDULE "B" TRADE SPECIFIC
PLA TERM SHEET FOR BROOKFIELD PROPERTIES
December 16, 2013**

STEAMFITTERS LOCAL 638

The parties to this addendum agree that the terms and conditions herein will act as an appendix to the Project Labor Agreement ("PLA") for Brookfield Properties (the "Project")

1. **Work Day**

- a. All working shifts commence, including commencement after lunch break, at the staging area (shanty(s) designated for Steamfitters), which may be located and/or relocated within the discretion of the Construction Manager to an area and/or floor that provides the most efficiency. It is the Construction Manager's responsibility to provide adequate hoisting and staggered start times so that travel time from the hoist platform to the staging area location takes no more than fifteen (15) minutes to the uppermost working floor. The Construction Manager, Contractor, and Local 638 shall work together so that the journeymen may reasonably commence their shift at the staging area.

2. **Wages/Benefits**

Wage and benefits according to CBA's as modified by the Public Works Supplement:

- a. Manhattan West Building C – Residential Building.
- b. 450 West 33rd Street Renovation of Existing Building (Repositioning of Class C Building).
- c. Tenant work added to PLA.
- d. Any retail work added to PLA.
- e. Manhattan West Building A – North East Office Building.
- f. Manhattan West Building B – South East Office Building.
- g. Manhattan West Building D – Mixed Use Building.
- h. Manhattan West Site Improvement above Platform.
- i. Existing Brookfield Properties portfolio of work as defined in PLA document.

3. **Overtime**

Overtime Monday through Saturday, Sunday, and holidays shall be paid in accordance with CBA. Benefits will be paid in accordance with CBA.

4. **Shifts**

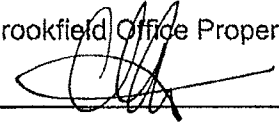
- a. Second Shift at 10% and Third Shift at 15% Premium for wages and benefits.



**SCHEDULE "B" TRADE SPECIFIC
PLA TERM SHEET FOR BROOKFIELD PROPERTIES
December 16, 2013**

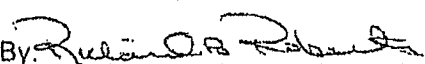
- b. Dyer Avenue roadway work and all track work for weekend and holiday shifts shall be paid at the regular shift rates in accordance with Rule III, Section IV of Public Work Supplement of the independent agreement.
 - c. Shift work for temporary services shall be paid at the reduced wage and benefit rate in accordance with CBA.
5. The Public Works Supplement to the CBA will apply to the entire Project.
 6. Lunch will be scheduled for the 4th, 4.5th, and 5th hour and may be staggered by crew.
 7. The Journeymen to Apprentice ratio shall be three to one (3:1).
 8. Local 638 shall be entitled to appoint one steward per employer in their trade/craft engaged in Project Work.
 9. The Contractor and Local 638 will designate a regular team from the existing compliment of workers to be responsible for and assure quality control in the installation of kitchen equipment and appliances.
 10. Where the New York Plan or established area practice provides for split jurisdiction between trades, a.k.a. composite crews, the Construction Manager and/or employer, may assign the work in coordination with the Council and/or Unions, without unnecessary duplication of efforts and ensuring installation occurs during normal working hours. Any disputes regarding this subsection will be subject to resolution by the New York Plan.

For Brookfield Office Properties

By:  Date: 12/17/13

Print Name: Ark Latt/Vice President, Construction

For Steamfitters Local No. 638

By:  Date: 12/17/13

Print Name: Richard Roberts/Business Manager



SCHEDULE "B" TRADE SPECIFIC
PLA TERM SHEET FOR BROOKFIELD PROPERTIES
December 04, 2013

EXCAVATING LABORERS LOCAL 731

The parties to this addendum agree that the terms and conditions herein will act as an appendix to the Project Labor Agreement ("PLA") for Brookfield Properties (the "Project")

1. Work Day
 - a. Start at work stations.

2. Wages/Benefits

Wage and benefits according to CBA's with the exception of the following parts of the Brookfield Properties portfolio which will have a 7% reduction in payroll cost:

 - a. Manhattan West Building C – Residential Building.
 - b. 450 West 33rd Street Renovation of Existing Building (Repositioning of Class C Building).
 - c. Tenant work added to PLA.
 - d. Any retail work added to PLA.
 - e. Manhattan West Building A – North East Office Building.
 - f. Manhattan West Building B – South East Office Building.
 - g. Manhattan West Building D – Mixed Use Building.
 - h. Manhattan West Site improvement above Platform.
 - i. Existing Brookfield Properties portfolio of work as defined in PLA document.

3. Overtime

Overtime and Saturday work that is neither shift work nor otherwise addressed in this agreement shall be calculated at one and one-half the normal straight time rate (1.5x) for each hour worked in 15 minute increments. Benefits will be paid for hours worked, straight time rate, not hours paid. The wages portion of the union's total package for Sunday, the 9th and additional hours on Saturdays, and holiday work shall be calculated pursuant to the current CBA.

4. Shifts
 - a. Second and third shift work is paid at straight time rate.
 - b. Dyer Avenue roadway work and all track work may be paid at a 0% shift differential for both 2nd and 3rd shift.



**SCHEDULE "B" TRADE SPECIFIC
PLA TERM SHEET FOR BROOKFIELD PROPERTIES
December 04, 2013**

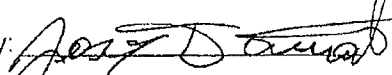
5. **Saturday Make-up Days**
When severe weather, power failure, fire or natural disaster or other similar circumstances beyond the control of the Contractor prevent work from being performed on a regularly scheduled weekday, the Contractor may schedule a Saturday make-up day and such time shall be scheduled and paid as if performed on a weekday. Any other Saturday work shall be paid at time and one-half (1 ½). The Contractor shall notify the Local Union on the missed day or as soon thereafter as practicable if such a make-up day is to be worked. This is only if all other trades agree to the make-up day language.
6. For Metropolitan Transportation Authority related work, assuming there are no shifts in excess of (8) hour, then overtime pay of 1.5x will commence at 8 00 a.m. on Saturday and conclude at 7:59 a.m. Sunday. Beginning at 8:00 a.m. Sunday overtime pay of 2x will commence until 7:59 a.m. Monday. All benefit contributions on overtime is paid at the straight time rate.
7. Per the CBA, there will be no coffee breaks. However, if Local 731 workers are on a crew with other unions that have coffee breaks, the Local 731 workers on that crew may participate in coffee breaks identical to the other union workers on their crew.
8. In addition to the start times in the PLA, expanded start times in the CBA will apply.
9. Lunch will be scheduled for the 4th, 4.5th, and 5th hour and may be staggered by crew.
10. The Journeymen to Apprentice ratio shall be one to one (1:1) up to the sixteenth (16th) worker hired, and then the ratio changes to eight journeymen to one apprentice (8:1) thereafter.

For Brookfield Office Properties

By:  Date: 2/27/14

Print Name: Ark Latt/Vice President, Construction

Excavating Laborers Local No. 731

By:  Date: 1/15/2014

Print Name: Joseph D'Amato/Business Manager



**SCHEDULE "B" TRADE SPECIFIC
PLA TERM SHEET FOR BROOKFIELD PROPERTIES
December 04, 2013**

CEMENT MASONS LOCAL 780

The parties to this addendum agree that the terms and conditions herein will act as an appendix to the Project Labor Agreement ("PLA") for Brookfield Properties (the "Project")

1. **Work Day**

- a. Start at work stations.
- b. Option of (4) four 10 hours work week with 11 hours of pay for 10 hrs of work.
- c. Option of (4) four 10 hours straight time work week provide other unions involved in concrete crew ("Concrete Crew Unions" are defined as Carpenters, Metallic Lathers, Cement Masons, and Cement & Concrete Workers) also agree to this provision. If Concrete Crew Unions do not agree, Paragraph 1.b will control.

2. **Wages/Benefits**

Wage and benefits in accordance with the CBA's for the Brookfield Properties portfolio which is defined as follows:

- a. Manhattan West Building C – Residential Building.
- b. 450 West 33rd Street Renovation of Existing Building (Repositioning of Class C Building).
- c. Tenant work added to PLA.
- d. Any retail work added to PLA.
- e. Manhattan West Building A – North East Office Building.
- f. Manhattan West Building B – South East Office Building.
- g. Manhattan West Building D – Mixed Use Building.
- h. Manhattan West Site improvement above Platform.
- i. Existing Brookfield Properties portfolio of work as defined in PLA document.

3. **Overtime**

Overtime Monday through Saturday shall be paid at the rate of time and ½ in 30 minute increments. Benefits will be paid in accordance with CBA. The wages and benefit portion of the union's total package for Sunday, 11th hours and additional hours on Saturday, and holiday work shall be calculated pursuant to the current CBA.



**SCHEDULE "B" TRADE SPECIFIC
PLA TERM SHEET FOR BROOKFIELD PROPERTIES
December 04, 2013**

4. **Shifts**
 - a. Second and Third Shift at 12.5% Premium.
 - b. Dyer Avenue roadway work and all track work may be paid at a 0% shift differential for both 2nd and 3rd shift.
 - c. First shift will remain at straight time starting between 6:00 AM to 9:00 AM. There must be a first shift in order to utilize this PLA's second or third shift provisions otherwise all shifts will be paid in accordance with CBA provisions.

5. **Saturday Make-up Days**

Straight time Saturday make-up days may be scheduled if agreed by Concrete Crew unions.

6. **ADR**

Alternate Dispute Resolution for workers compensation insurance.

7. The reference in the CBA, Article V, Paragraph 1 to "Time and one-half"(1 ½) for the first 10 hours, Double time after 10 hours, Pension and Trust will be paid at "Double time" refers to work performed on Saturdays.

8. The normal working day shift ("First Shift") shall commence between the hours of 6:00 AM and 9:00 AM with a duration of eight and one-half (8-1/2) hours as defined herein the includes ½ hour unpaid for lunch. At the commencement of the Project and upon fifteen (15) days' notice thereafter, CM/Owner, at its sole discretion, shall determine the starting time ranging from 6:00 AM to 9:00 AM. If employee works through lunch, employee will be paid overtime in accordance with the CBA provisions.

9. Lunch will be scheduled for the 4th, 4.5th, and 5th hour and may be staggered by crew.

10. The Journeymen to Apprentice ratio shall one to one for chopping grinding, patching and caulking.

11. All work within the trade will be performed pursuant to the New York Plan; specifically all patching, grinding, caulking of concrete is the work of the Cement Mason.

12/17/2013 11:21 FAX

Canon

0001/0001



SCHEDULE "B" TRADE SPECIFIC
PLA TERM SHEET FOR BROOKFIELD PROPERTIES
December 04, 2013

For Brookfield Office Properties

By: [Signature] Date: 2/27/14.

Print Name: Ark Latt/Vice President, Construction

For Cement Masons Local No. 780

By: [Signature] Date: 12-17-13

Print Name: Angelo Scagnelli/Business Manager

GINO CASTIGNOLI Business Manager

G.CASTIGNOLI@UNION780.COM



**SCHEDULE "B" TRADE SPECIFIC
PLA TERM SHEET FOR BROOKFIELD PROPERTIES
December 18, 2013**

STRUCTURAL STEEL AND BRIDGE PAINTERS LOCAL 806

The parties to this addendum agree that the terms and conditions herein will act as an appendix to the Project Labor Agreement ("PLA") for Brookfield Properties (the "Project")

1. **Work Day**
 - a. Start at work stations.
 - b. Option of (4) four 10 hours straight time work week subject to preapproval by Union. No member of union may be laid off for refusing to work a 10 hour day.

2. **Wages/Benefits**
Wage and benefit according to CBAs.

3. **Overtime**
Overtime Monday through Saturday, Sunday, and holidays shall be paid in accordance with CBA. Benefits will be paid in accordance with CBA.

4. **ADR**
Alternate Dispute Resolution for workers compensation insurance.

5. The Journeymen to Apprentice ratio shall be three to one (3:1).

For Brookfield Office Properties

By:  Date: 1/7/14

Print Name: Ark Latt/Vice President, Construction

For Painters District Council No. 9

By:  Date: 1-7-14

Print Name: Joseph Ramaglia/Business Manager



**SCHEDULE "B" TRADE SPECIFIC
PLA TERM SHEET FOR BROOKFIELD PROPERTIES
December 04, 2013**

TEAMSTER LOCAL 814

The parties to this addendum agree that the terms and conditions herein will act as an appendix to the Project Labor Agreement ("PLA") for Brookfield Properties (the "Project")

1. **Work Day**
 - a. No travel time. Start at work stations.
 - b. Option of (4) four 10 hours straight time work week.

2. **Wages/Benefits**

Wage and benefits in accordance with CBA's for the Brookfield Properties portfolio:

 - a. Manhattan West Building C – Residential Building.
 - b. 450 West 33rd Street Renovation of Existing Building (Repositioning of Class C Building).
 - c. Tenant work added to PLA.
 - d. Any retail work added to PLA.
 - e. Manhattan West Building A – North East Office Building.
 - f. Manhattan West Building B – South East Office Building.
 - g. Manhattan West Building D – Mixed Use Building.
 - h. Manhattan West Site improvement above Platform.
 - i. Existing Brookfield Properties portfolio of work as defined in PLA document.

3. **Overtime**

Overtime, Saturday, Sunday, and Holiday work that is neither shift work nor otherwise addressed in this agreement shall be calculated at one and one-half the normal straight time rate (1.5x) for each hour worked in 15 minute increments. Benefits will be paid in accordance with CBA.

4. **Shifts**
 - a. The employer shall have the right to establish a second shift beginning any time from 1:00 PM through 6:00 PM weekdays. The shift shall last a minimum of eight (8) hours and be paid at the applicable straight time rate.

5. **ADR**

Alternate Dispute Resolution for workers compensation insurance.



**SCHEDULE "B" TRADE SPECIFIC
PLA TERM SHEET FOR BROOKFIELD PROPERTIES
December 04, 2013**

For Brookfield Office Properties

By: _____

A handwritten signature in black ink, appearing to be 'Ark Latt', written over a horizontal line.

Date: _____

2/26/14

Print Name: Ark Latt/Vice President, Construction

For Teamster Local No. 814

By: _____

A handwritten signature in black ink, appearing to be 'Jason Ide', written over a horizontal line.

Date: _____

12/16/2013

Print Name: Jason Ide/President



**SCHEDULE "B" TRADE SPECIFIC
PLA TERM SHEET FOR BROOKFIELD PROPERTIES
December 04, 2013**

PAVERS AND ROAD BUILDERS LOCAL 1010

The parties to this addendum agree that the terms and conditions herein will act as an appendix to the Project Labor Agreement ("PLA") for Brookfield Properties (the "Project")

1. **Work Day**

- a. Start at work stations.
- b. Option of (4) four 10 hours straight time work week.

2. **Wages/Benefits**

Wage and benefits according to CBA's with the exception of the following parts of the Brookfield Properties portfolio which will have the equivalent of a 20% reduction in payroll cost:

- a. Manhattan West Building C – Residential Building.
- b. 450 West 33rd Street Renovation of Existing Building (Repositioning of Class C Building).
- c. Tenant work added to PLA.
- d. Any retail work added to PLA.
- e. Manhattan West Building A – North East Office Building.
- f. Manhattan West Building B – South East Office Building.
- g. Manhattan West Building D – Mixed Use Building.
- h. Manhattan West Site improvement above Platform.
- i. Existing Brookfield Properties portfolio of work as defined in PLA document.

3. **Overtime**

Overtime and Saturday work that is neither shift work nor otherwise addressed in this agreement shall be calculated at one and one-half the normal straight time rate (1.5x) for each hour worked in 15 minute increments. Benefits will be paid for hours worked, straight time rate, not hours paid. The wages portion of the union's total package for Sunday, the 9th and additional hours on Saturdays, and holiday work shall be calculated pursuant to the current CBA.

4. **Shifts**

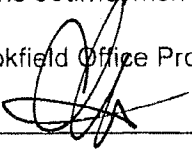
- a. Second and third shift work is paid at straight time rate.
- b. Dyer Avenue roadway work and all track work may be paid at a 0% shift differential for both 2nd and 3rd shift.



**SCHEDULE "B" TRADE SPECIFIC
PLA TERM SHEET FOR BROOKFIELD PROPERTIES
December 04, 2013**

5. **Saturday Make-up Days**
Straight time Saturday make-up days may be scheduled.
6. **ADR**
Alternate Dispute Resolution for workers compensation insurance.
7. Per the CBA, there will be no coffee breaks. However, if Local 1010 workers are on a crew with other unions that have coffee breaks, the Local 1010 workers on that crew may participate in coffee breaks identical to the other union workers on their crew.
8. In addition to the start times in the PLA, expanded start times in the CBA will apply.
9. Lunch will be scheduled for the 4th, 4.5th, and 5th hour and may be staggered by crew.
10. The Journeymen to Apprentice ratio shall be one to one (1:1).

For Brookfield Office Properties

By:  Date: 2/27/14

Print Name: Ark Latt/Vice President, Construction

Pavers and Road Builders Local No. 1010

By:  Date: 1/15/14

Print Name: Keith Loscalzo/Business Manager



**SCHEDULE "B" TRADE SPECIFIC
PLA TERM SHEET FOR BROOKFIELD PROPERTIES
January 06, 2014**

GLAZIER LOCAL 1087

The parties to this addendum agree that the terms and conditions herein will act as an appendix to the Project Labor Agreement ("PLA") for Brookfield Properties (the "Project")

1. **Work Day**

- a. Start at work stations.
- b. Option of (4) four 10 hours straight time work week subject to preapproval by Union. No member of union may be laid off for refusing to work a 10 hour day.

2. **Wages/Benefits**

Wage and benefits according to CBAs with the exception of the following parts of the Brookfield Properties portfolio which will have reductions in payroll cost as follows:

- a. Residential Projects will have the equivalent of a 20% reduction in payroll cost.
 1. Manhattan West Building C – Residential Building.
- b. Interior Construction will have the equivalent of a 10% reduction in payroll cost if the interior partitions and glazing package is bid separately from the furniture package and awarded to a glazing contractor employing Local 1281 Glaziers, Architectural Metal, Glasswork and Allied Trades.
 1. Tenant work added to PLA.
 2. Any retail work added to PLA.

3. **Overtime**

Overtime Monday through Saturday, Sunday, and holidays shall be paid in accordance with CBA. Benefits will be paid in accordance with CBA.



**SCHEDULE "B" TRADE SPECIFIC
PLA TERM SHEET FOR BROOKFIELD PROPERTIES
January 06, 2014**

4. **Shifts**
 - a. Second Shift 10% and Third Shift at 15% Premium.
 - b. For renovation or interior construction of existing spaces, there shall be no overtime for shift work in accordance with the following:
 1. Brookfield Office Properties agrees to specify using contractors who are members of the Association of Master Painters and Decorators of New York, Inc. in its building rules and regulations.
 2. Brookfield Office Properties, as building owner and/or building manager agrees to put into said building rules and regulations that it will utilize members of the Association of Master Painters and that there shall be no overtime for shift work on projects where the total square feet of the project is less than 50% of the building's total square feet or the project entails the alteration of retail locations including, without limitation, bank branches and retail stores. On all such "Interior Construction" projects, the first shift shall start between 6 a.m. and 9 a.m., absent a change in times in accordance with this Agreement. The second shift shall start after the end of the first shift and the third shift shall start after the second shift, subject to different times necessitated by the Contractor's phasing plans on specific projects.

5. **Saturday Make-up Days**

Saturday make-up day at straight time may be scheduled at the discretion of the Construction Manager and/or contractor for the loss of a day during the regular work week due to weather or Government declared emergency.

6. **ADR**

Alternate Dispute Resolution for workers compensation insurance.

7. Optional 8th hour at the discretion of the Construction Manager and/or contractor at straight time rate.

8. Starting time may be extended to 6 AM at the discretion of the Construction Manager and/or contractor.

9. Reduction in manpower requirements when setting glass with cup and crane increased from a 30% reduction to a 50% reduction.



**SCHEDULE "B" TRADE SPECIFIC
PLA TERM SHEET FOR BROOKFIELD PROPERTIES
January 06, 2014**

10. The Journeymen to Apprentice ratio shall be three to one (3:1).

For Brookfield Office Properties

By:  Date: 1/7/14

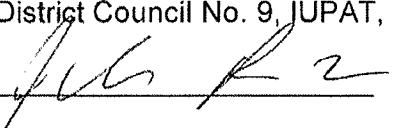
Print Name: Ark Latt/Vice President, Construction

For Window and Plate Glass Dealers Association of New York

By:  Date: 1-7-14

Print Name: Peter Cafiero/President

For District Council No. 9, JUPAT, Glazier Local No. 1087

By:  Date: 1-7-14

Print Name: Bill Elfeld/Business Manager



**SCHEDULE "B" TRADE SPECIFIC
PLA TERM SHEET FOR BROOKFIELD PROPERTIES
December 20, 2013**

TAPERS LOCAL 1974

The parties to this addendum agree that the terms and conditions herein will act as an appendix to the Project Labor Agreement ("PLA") for Brookfield Properties (the "Project")

1. **Work Day**
 - a. Start at work stations.

2. **Wages/Benefits**

Wage and benefits according to CBA's with the exception of the following parts of the Brookfield Properties portfolio which will have the equivalent of a 20% reduction in payroll cost:

 - a. Manhattan West Building C – Residential Building.
 - b. 450 West 33rd Street Renovation of Existing Building (Repositioning of Class C Building).
 - c. Tenant work added to PLA.
 - d. Any retail work added to PLA.
 - e. Manhattan West Building A – North East Office Building.
 - f. Manhattan West Building B – South East Office Building.
 - g. Manhattan West Building D – Mixed Use Building.
 - h. Manhattan West Site Improvement above Platform.
 - i. Existing Brookfield Properties portfolio of work as defined in PLA document.

3. **Overtime**

Overtime, Weekend, and Holiday work in accordance with CBA. Fringe benefit contributions shall be paid in accordance with.

4. **Shifts**
 - a. Second Shift 0% and Third Shift at 0% Premium.

5. **Saturday Make-up Days**

Straight time Saturday make-up days may be scheduled.

6. **ADR**

Alternate Dispute Resolution for workers compensation insurance.

7. Starting time may be extended to 6 AM at the discretion of the Construction Manager and/or contractor.



**SCHEDULE "B" TRADE SPECIFIC
PLA TERM SHEET FOR BROOKFIELD PROPERTIES
December 20, 2013**

8. The Journeymen to first year Apprentice ratio shall be one to one (1:1).

For Brookfield Office Properties

By: [Signature] Date: 2/28/14

Print Name: Ark Latt/Vice President, Construction

For Tapers Local No. 1974

By: Joseph Giordano Date: 02/28/14

Print Name: Joseph Giordano/Business Manager

BROOKFIELD PLA

SCHEDULE "C"

Portfolio Labor Agreement - - Letter of Assent

The undersigned party confirms that it agrees to be a party to and be bound by the portfolio labor agreement ("Agreement") covering the Brookfield Portfolio as such Agreement may, from time to time, be amended by the parties or interpreted pursuant to its terms. The terms of the Agreement, its schedules, addenda and exhibits are hereby incorporated by reference herein.

The undersigned, as a contractor or subcontractor ("Contractor") on the work known as: Brookfield Portfolio and located at New York, New York ("Work"), for and in consideration of the award to it of a contract to perform work on said Work, and in further consideration of the mutual promises made in the 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 Agreement and this Letter of Assent but only to the extent of Work and as required by the Agreement.

(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 Work as required by the Agreement.

(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 Work and shall require labor harmony from every lower tier subcontractor it has engaged or may engage to work at the Brookfield Portfolio. 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 an address: _____

Sworn to before me this

Dated: _____

____ day of _____, 20__

Notary Public

BROOKFIELD PLA

SCHEDULE "D"

**NEW YORK CITY BUILDING AND CONSTRUCTION TRADES COUNCIL
STANDARDS OF EXCELLENCE**

The purpose of this Standard of Excellence is to reinforce the pride of every construction worker and the commitment to be the most skilled, most productive and safest workforce available to construction employers and users in the City of New York. It is the commitment of every affiliated local union to use our training and skills to produce the highest quality work and to exercise safe and productive work practices.

The rank and file members represented by the affiliated local unions acknowledge and adopt the following standards:

- *Provide a full day's work for a full day's pay;*
- *Safely work towards the timely completion of the job;*
- *Arrive to work on time and work until the contractual quitting time;*
- *Adhere to contractual lunch and break times;*
- *Promote a drug and alcohol free work site;*
- *Work in accordance with all applicable safety rules and procedures;*
- *Allow union representatives to handle job site disputes and grievances without resort to slowdowns, or unlawful job disruptions;*
- *Respect management directives that are safe, reasonable and legitimate;*
- *Respect the rights of co-workers;*
- *Respect the property rights of the owner, management and contractors.*

The Local Unions affiliated with the New York City Building and Construction Trades Council will expect the signatory contractors to safely and efficiently manage their jobs and the unions see this as a corresponding obligation of the contractors under this Standard of Excellence. The affiliated unions will expect the following from its signatory contractors:

- *Management adherence to the collective bargaining agreements;*
- *Communication and cooperation with the trade foremen and stewards;*
- *Efficient, safe and sanitary management of the job site;*
- *Efficient job scheduling to mitigate and minimize unproductive time;*
- *Efficient and adequate staffing by properly trained employees by trade;*

[March 5, 2014: Issued by Brookfield Properties Inc.]

BROOKFIELD PLA

- *Efficient delivery schedules and availability of equipment and tools to ensure efficient job progress;*
- *Ensure proper blueprints, specifications and layout instructions and material are available in a timely manner*
- *Promote job site dispute resolution and leadership skills to mitigate such disputes;*
- *Treatment of all employees in a respectful and dignified manner acknowledging their contributions to a successful project.*

The affiliated unions and their signatory contractors shall ensure that both the rank and file members and the management staff shall be properly trained in the obligations undertaken in the Standards of Excellence.

SCHEDULE "E"

Drug & Alcohol Testing Policy

ARTICLE 1 - GENERAL CONDITIONS

SECTION 1.1 - SUMMARY

In order to reinforce the Parties' respective drug and alcohol policies, including a zero-tolerance policy regarding the prohibition of the use of drugs and alcohol, and to deter personnel from violating those policies, the Parties agree that all Personnel (as defined herein) will be required to submit to drug and/or alcohol testing randomly, post-accident, and for reasonable suspicion.

Any individual on site that violates this Policy is subject to disciplinary action, including, without limitation, loss of access privileges at a Portfolio Work site at any Brookfield Building for at least one year. Access may be regained after one year and proof of the successful completion of an EAP Program as defined in Section 1.3.

SECTION 1.2 REVOCATION OF PORTFOLIO WORK SITE ACCESS PRIVILEGES

Any one of the following occurrences will result in the immediate revocation of a Personnel's access privileges at any Brookfield Building:

1. An individual is found selling or using drugs or alcohol, or otherwise is under the influence of drugs or alcohol, subject to the other terms of this Policy, at a Brookfield Building;
2. An individual has been convicted under any criminal drug or alcohol statute for a violation occurring in the workplace within the past two years;
3. An individual who refuses to abide by a Portfolio Work site's drug and alcohol policy, or refuses to submit to a test in accordance with this Policy;
4. An individual who switches, adulterates, or in any way tampers with a specimen required to be submitted in accordance with this Policy.

SECTION 1.3 - DEFINITIONS

Confirmed Positive Test: The presence of drugs, drug metabolites, or alcohol in a person's body that equals or exceeds the established cut off levels as defined in Article 4. For drugs, the sample will have undergone Laboratory (as defined herein) screening and confirmation testing and must have been verified as positive by a Medical Review Officer (as defined herein). A positive test result for alcohol obtained through Evidential Breath Testing (as defined herein) is considered a Confirmed Positive Test.

Employee Assistance Program or EAP: An EAP is generally considered a workplace-based, confidential program designed to help employees deal effectively with a variety of personal problems, and, of relevance to this Policy, substance abuse problems. The EAP promotes assessments and short-term counseling. An EAP shall also include any similar education or rehabilitation program provided by the Council or the Local Unions. The Personnel shall be responsible for the cost of their consultation with an EAP and/or participation in any education or rehabilitation program.

Evidential Breath Testing Device or EBT: A device that is used to measure alcohol in the breath and which meets National Highway Traffic Safety Administration's specifications for precision and accuracy.

Laboratory: A laboratory that is certified by the Substance Abuse and Mental Health Services Administration ("SAMHSA") for the testing of drugs.

Medical Review Officer or MRO: A licensed physician responsible for receiving Laboratory results generated by an employer's drug testing plan who has knowledge of substance abuse disorders and medical training to interpret and evaluate a donor's confirmed positive test result together with his/her medical history and all other relevant information.

Reasonable Suspicion: When a Contractor, General Contractor, Construction Manager or Brookfield reasonably believes that an individual has violated this Policy. Reasonable suspicion is based upon (1) specific, current, behavioral or performance indicators, (2) the possible manufacture, distribution, consumption or possession of unauthorized drugs, drug paraphernalia, or alcohol, or (3) documented investigation by an agency retained by, or otherwise independent from, Brookfield.

SECTION 1.4 - INCLUDED SUBJECTS

This Policy shall cover all employees of Brookfield, General Contractors, Construction Managers and Contractors performing Portfolio Work, inclusive of managers, superintendents and supervisors, except as specifically excluded by Section 1.5 of this Policy (collectively and singularly, "Personnel").

SECTION 1.5 - EXCLUDED SUBJECTS

The following persons are not subject to the provisions of this Policy:

- A. Employees and entities engaged in off-site manufacture, modifications, repair, maintenance, assembly, painting, handling or fabrication of components, materials, equipment or machinery;
- B. Vendors and employees of vendors engaged at a Brookfield Building in equipment testing, inspection, training, warranty work, or engaged in corrections of defective or non-conforming work, unless such employees are expressly included in the bargaining unit of a local signatory to this Agreement;
- C. Employees engaged in ancillary work at a Brookfield Building which is

performed by third parties, such as electric utilities, gas utilities, telephone companies, and railroads, or any other work not constituting Portfolio Work;

- D. Employees of any governmental authority (state, local or otherwise);
- E. Employees and contractors engaged in work at a Brookfield Building as part of due diligence or monitoring, which work is ancillary to Portfolio Work; and
- F. Emergency responders.

SECTION 1.6 PRESCRIPTION AND NON-PRESCRIPTION DRUGS

The use of prescription drugs not prescribed directly to Personnel is prohibited, including the use of drugs prescribed to a spouse or domestic partner. The use of non-prescription drugs that are sold outside the United States and that contain substances that are illegal or require a prescription in the United States are prohibited, unless prescribed by a licensed physician.

SECTION 1.7 SEARCHES

In order for Brookfield to ensure the safety of Personnel and for Brookfield to protect its assets, Brookfield shall have the right upon good cause (such as reasonable suspicion of a violation of this Policy) to conduct reasonable searches for alcohol, drugs and related paraphernalia anywhere within the boundaries of a Brookfield Building. A search may include any assets owned or leased by any Personnel at a Brookfield Building, including without limitation, vehicles, lockers, gang boxes, desks and personal property brought onto a site, but excluding personal body searches or physical contact with employees.

ARTICLE 2 - DRUG & ALCOHOL TESTING

SECTION 2.1 COLLECTION PROCESS

Personnel may be required to submit urine samples (“Preliminary Drug Screening”) for the purpose of detecting the presence of drugs as part of the random, post-accident or reasonable suspicion testing, in accordance with chain of custody protocols as established by SAMHSA, utilizing an instant result test cup for Preliminary Drug Screenings, such testing is to be performed on-site by an independent service provider. The results from the instant result test cup will be considered preliminary. The sample will be sent to a Laboratory for confirmation.

As of the date hereof, all Personnel will be required to submit to an EBT for the purpose of detecting the presence of alcohol when submitting to random, post accident or reasonable suspicion testing. Alcohol testing will not be conducted for pre-access testing.

SECTION 2.2 NEGATIVE PRELIMINARY DRUG SCREENING

Personnel with a negative Preliminary Drug Screening will be considered conditionally accepted for Portfolio Work site access, pending confirming Laboratory results.

Portfolio Work site access privileges will be revoked if the subsequent Laboratory results determine that the sample has tested positive for drugs or that the sample has been adulterated.

SECTION 2.3 POSITIVE PRELIMINARY DRUG SCREENING

If the Preliminary Drug Screening indicates a positive result, the individual will not be allowed access to a Portfolio Work site. The sample will be sent to the Laboratory for analysis and, if applicable, reviewed by the MRO. If the Laboratory confirmation results are also positive, the individual will be considered in violation of this Policy and their Portfolio Work site access will be revoked for at least thirty (30) days. If the Laboratory confirmation results are negative, the Personnel's Portfolio Work site access will not be revoked.

SECTION 2.4 CONFIRMED POSITIVE TEST RESULTS

A. POSITIVE DRUG TEST

A drug test is considered positive if the test results exceed the limits shown in Article 4. The test will be confirmed through a second analysis process and reviewed by an MRO before results are reported. Personnel with confirmed positive drug test results will have their Portfolio Work site access revoked. In case of a "false positive" result, any such Personnel shall be entitled to the reimbursement of any wages lost during the suspension caused by any such false positive result.

B. POSITIVE EBT

An EBT is considered positive if the test results exceed .04 BrAC, or as otherwise set forth in Article 4. Personnel with a positive alcohol test result will be subject to the remedies set forth in Article 4.

C. REINSTATEMENT OF PORTFOLIO WORK SITE ACCESS PRIVILEGES

If the Portfolio Work site access of a Personnel has been revoked pursuant to this Policy, then any such person may request that their Portfolio Work site access be reinstated after thirty (30) days, provided that all of the following conditions are met to the reasonable satisfaction of Brookfield:

1. The individual has provided proof of wellness from an accredited rehabilitation facility, or has provided proof that treatment is not needed as attested to by a licensed health care provider specializing in the diagnosis and treatment of alcohol and drug abuse.
2. A current drug and alcohol test is obtained within three (3) days of the request for re-access to the site and proof of a negative test result has been received; and
3. The individual agrees to submit to multiple testing for two (2) full years from the date of gaining re-access, the scheduling of which will be

determined at the sole discretion of Brookfield.

If all of these conditions have been met, Brookfield agrees that it will not unreasonably withhold its consent to any such request. All of the Parties agree that any such Personnel will only be entitled to any such reinstatement of Portfolio Work site access privileges one time and that any subsequent violation of this Policy will result in the permanent termination of access to any Brookfield Building.

SECTION 2.5 RANDOM TESTING

A third party provider designated by Brookfield will randomly select by an objective criteria a testing pool for random drug and/or alcohol testing from all Personnel with site access cards. Any individual selected for a random drug and/or alcohol test will be required to submit to an EBT and/or drug test. Individuals may be tested more than once during any given time period. The Parties acknowledge and agree that an EBT may be required without a drug test and that a drug test may be required without an EBT, as solely determined by Brookfield.

If an individual is unable to attend the first scheduled random drug test as a result of being involved in a work-related task, the drug test will be rescheduled for a randomly selected day during the following fifteen days (including weekends, holidays, etc.). If the second drug test is missed for any reason, the incident will be reviewed by Brookfield, who shall have the right to terminate the site access privileges of any such Personnel until such time as that Personnel has complied with this Policy. If the individual refuses to take the test, their access privileges will be immediately terminated for cause.

SECTION 2.6 POST ACCIDENT TESTING

After each work-related incident or injury requiring the services of a licensed health care provider, all Personnel involved with the incident will be required to submit to a drug and/or alcohol test immediately following the incident. In instances where emergency care is necessary, the drug and/or alcohol test shall be obtained by the care facility, if possible, within 24 hours after treatment is rendered. If more than 48 hours have passed before an injury is reported and treated by a licensed health care provider, an alcohol test will not be required.

In addition, any Personnel involved in a non-injury related incident at a Portfolio Work site with damages at or in excess of \$200, will be required to submit to a drug and/or alcohol test unless:

- A. It is determined, after conducting an investigation and interviewing all employees involved and any witnesses, that the employee's performance can be completely discounted as a contributing factor to the incident; or
- B. It is determined, after conducting an incident investigation and interviewing all employees and any witnesses, that the incident was caused by inadequate equipment or system design, and/or premature failure of equipment or system components.

SECTION 2.7 REASONABLE SUSPICION TESTING

All Personnel will be required to submit to a drug and/or alcohol test when there is reasonable suspicion the individual has violated this policy.

Reasonable suspicion includes, without limitation, the following:

- A. Violent or irrational behavior;
- B. Emotional or physical unsteadiness;
- C. Sensory or motor-skill malfunctions;
- D. Slurred speech;
- E. The odor of alcohol or drugs on clothing or breath in conjunction with other indicators;
- F. Possession of alcohol, unauthorized drugs or drug paraphernalia; or
- G. Documented evidence of an independent investigation regarding a Personnel's consumption of what is reasonably believed to be an alcoholic beverage or drugs in violation of a Portfolio Work site's policies and/or this Policy.

Reasonable suspicion testing may only be ordered by supervisory personnel that: (a) have been trained to recognize the above referenced factors; or (b) have received credible documentary evidence from an independent investigator that a Personnel has violated a drug and/or alcohol policy. It is agreed that any certified training program shall satisfy the training requirement.

SECTION 2.8 PRIVACY CONSIDERATIONS

The Parties agree to use reasonable efforts to conduct any testing pursuant to this Policy in accordance with the privacy concerns of Personnel. To address these concerns, the Parties agree that:

- 1. The testing station(s) shall be screened off, or otherwise closed off from public view.
- 2. All documents and information regarding the testing, including test results, shall be maintained by the respective custodian(s) of record in accordance with their respective privacy policies, which any Personnel shall be entitled to review upon timely request.
- 3. The Parties agree to make a good faith effort to resolve any other privacy concern of Personnel regarding this Policy, provided that any such concerns do not interfere with the purpose of this Policy.

ARTICLE 3 — GRIEVANCE

SECTION 3.1 REPRESENTED WORKERS

Nothing in this Policy shall restrict a member of a Local Union from filing a grievance in accordance with a Local Union's CBA, provided that the grievance shall be limited to whether the removal of a member for violation of this Policy was conducted in compliance with the terms and conditions set forth herein.

ARTICLE 4

CLASS OF DRUGS TESTED AND THEIR RESPECTIVE CUT-OFF LIMITS

The cut-off limits established are those recommended by the U.S. Department of Health and Human Services in their mandatory Guidelines for Federal Workplace Drug Testing Programs.

<u>Drug Class</u>	<u>Screening Cut-Off Limit (ng/ml)</u>	<u>Confirmation Cut-off Limit (ng/ml)</u>
Amphetamines	1000	500
Benzoylcegonine (Cocaine Metabolite)	300	150
Cannabinoids (THC)	50	15
*Opiates	2000	10
Phencyclidine (PCP)	25	25

Confirmation screening is done by means of GC/MS analysis.

*The GC/MS confirmation for opiates will be for both codeine and morphine separately. If morphine is equal to or greater than 2,000ng/ml then the GC/MS confirmation analysis for 6-acetylmorphine (6-MAM) is at a cut-off level of 10ng/ml.

Alcohol Screening

All Personnel will be required to submit to an EBT under the random, post-accident, and reasonable suspicion test arenas, for the purpose of detecting presence of alcohol. If this test supports a positive result for presence of alcohol, the Personnel will be considered in violation of this Policy.

If the results of the EBT are:

1. Above 0.001 BrAC, but at or below 0.020 BrAC, a second test will be conducted within approximately 15 minutes.
 - If the second BrAC test is less than the first BrAC, the results will be deemed negative and the Personnel may return to work, if there are no other outstanding issues.
 - If the second BrAC is increasing, but below 0.04 BrAC, the results will be deemed negative, but the Personnel will be sent home for

the day and the General Contractor and/or Construction Manager shall be notified.

- If a Personnel is sent home two times within a six-month period pursuant to this Section 1, then any such Personnel shall be deemed to have tested positive and will be subject to the applicable remedies set forth in Section 2 below.
2. Above 0.02 BrAC, but below 0.06 BrAC, a second test will be conducted after approximately 15 minutes.
 - Notwithstanding anything set forth above to the contrary, a Personnel may elect to voluntarily go home for the day instead of taking a second test and the results will be deemed negative, provided that any such Personnel may not voluntarily go home more than once within a twelve month period.
 - If the second BrAC test is at or below 0.02 BrAC, the results will be deemed negative and the Personnel may return to work if there are no other outstanding issues.
 - If the second BrAC test is above 0.020, but below 0.06, the results will be deemed positive, the Personnel will be sent home for the day and their site access will be revoked for at least five (5) calendar days and until such time as the Personnel has been evaluated by an EAP professional skilled in substance abuse and confirmed fit for duty.
 - Any Personnel who is deemed positive two times within two years pursuant to this Section 2 will have their Portfolio Work site access privileges terminated and will be entitled to the limited relief set forth herein.
 3. At or above .06 BrAC, the Personnel will have their Portfolio Work site access privileges terminated, after which they will be entitled to the limited relief set forth herein.