PROJECT LABOR AGREEMENT

FOR THE

ALL NET RESORT AND ARENA

BY AND BETWEEN

MJ DEAN CONSTRUCTION

AND

THE SOUTHERN NEVADA BUILDING AND CONSTRUCTION TRADES COUNCIL

AND THE CRAFT UNIONS AND DISTRICT COUNCILS

SIGNATORY TO THIS AGREEMENT

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PREAMBLE

This Agreement is entered into this 3 day of March, 2021 by and between MJ Dean Construction, Inc., (hereinafter "Prime Contractor") selected by All Net Resort and Arena (hereinafter "Owner"), the signatory contractors and subcontractors for the construction of the All Net Resort and Arena in Las Vegas, Nevada ("the Project") (hereinafter Prime Contractor, contractors and subcontractors are collectively referred to as "Employers"), the Southern Nevada Building and Construction Trades Council (hereinafter "Council"), and the Craft Unions and District Councils signatory to this Agreement and having members employed on the project (collectively hereinafter "Unions"). The Prime Contractor and the Unions shall hereinafter collectively be referred to as "the Parties."

ARTICLE 1
PURPOSE

1.1. The purpose of this Agreement is to ensure that all work on this Project shall proceed continuously and without interruption.

1.2. It is the objective of the Parties that the construction of this Project may be a credit to the Owner, the Employers, the Unions, and the community and it is recognized by all Parties that harmonious labor-management relations are the result of responsible conduct by the Unions and the Employers employing building trades craft employees, and it is the mutual desire of the Parties to promote these relationships on this Project.

1.3. The Parties hereby agree and do establish and put into practice effective and binding methods for the settlement of all misunderstandings, disputes or grievances that may arise so that the Parties are assured of complete continuity of operation, without slowdown or interruption of any kind or for any reason and that labor-management peace is maintained for the life of this construction project, except as provided in section 7.4, below.

1.4. It is further the objective of the Parties that by entering into this Agreement, they address the tensions that might arise when union and non-union workers, performing jobsite work for the different Employers, work side by side on the jobsite work to be covered under this Agreement.

1.5. Prime Contractor warrants that it is a contractor primarily engaged in the building and construction industry. The Parties agree that this Agreement is a valid Section 8(f) pre-hire agreement within the meaning of Section 8 [29 U.S.C. § 158(f)] of the National Labor Relations Act.

ARTICLE 2
SCOPE AND DURATION OF AGREEMENT

2.1. This Agreement shall apply to the construction work to be performed by the

Employers at the All Net Resort and Arena, as more particularly described in Section 2.1.1 below (hereinafter "Project").

2.1.1. The scope of the work to be performed under this Agreement shall be limited to the recognized and accepted historical definition of new construction work under the direction of and performed by the Employer(s), of whatever tier, including the Prime Contractor, who have contracts awarded for such work on the Project ("Covered Work"). Such work shall include site preparation work and construction activities required to build the Project and Project infrastructure, in accordance with the Design Build Agreement, and any amendments thereto, executed between the Owner and the Prime Contractor. It is further understood that dedicated off-site manufacturing, panel yards or plants created solely for the fabrication of materials (but not off-site storage and laydown areas) associated with the Project is covered work.

2.1.2. Should additional construction work be performed on the Project site, which is not already covered by this Agreement, the Parties agree to discuss the inclusion of such additional construction work under this Agreement.

2.2. This Agreement shall become effective upon issuance of the first building and/or demolition permit being approved for the Project Work (the "Effective Date") and shall continue in full force and effect until all Project Work to be performed on the Project is completed and accepted by the Owner. This Agreement shall automatically terminate at the conclusion and acceptance of the Project Work by the Owner.

2.3 It is understood and agreed by the Parties hereto that the final plans for the Project may be subject to design changes and modifications or may be revised as a result of the approval by those public agencies possessing lawful approval authority over the Project, and that this Agreement applies to the Project as finally approved by such entities and agencies.

2.4. The following work is not covered by this Agreement:

2.4.1. Work Performed by executives, office engineers, field or project engineers, Superintendents, designers, draftpersons, time keepers, messengers, office workers, guards, emergency medical and first aid technicians and other administrative or professional employees or any employees not covered by a Master Labor Agreement of one of the Unions;

2.4.2. Off-site laboratory testing, and specialty testing, project commission, third-party engineering reviews, and inspections not ordinarily performed by construction craft personnel represented by the Unions; however, it is understood and agreed that Building/Construction Inspector and Field Soils and Materials Testers (Inspectors) are a covered craft under this Agreement. This shall also specifically include such work where it is referred to by utilization of such terms as "quality control" or "quality assurance." Every Inspector performing under the Wage classification of Building/Construction Inspector and Field Soils and Material Testers under a professional services agreement of a construction contract shall be bound to all applicable requirements of this Agreement. Covered Work as defined by this Agreement

shall be performed pursuant to the terms and conditions of this Agreement regardless of the manner in which the work was awarded;

2.4.3. Work performed by individuals commissioned as artisans for sculptures, painting, murals, or similar works of art not ordinarily performed by construction craft personnel represented by the Unions;

2.4.4. Temporary toilets and servicing of the same, trash & dumpster delivery. Delivery, and installation of Employer trailers;

2.4.5. Work performed on, near, or leading to the Project and undertaken by public utilities or their contractors;

2.4.6. Work performed by Owner's in-house maintenance staff, after beneficial occupancy;

2.4.7. Certain equipment and systems of a highly technical and specialized nature may have to be installed at the Project. The nature of such equipment and systems, together with requirements of manufacturer's warranty, may dictate that it be prefabricated, pre-piped, and/or pre-wired. The Unions agree to install such material, equipment and systems without incident, or allow such installation to be performed by the manufacturer's employees or a contractor designated by the manufacturer where the Unions are unable to perform such work or the warranty requires the work to be performed by the employees of a manufacturer or a contractor designated by the manufacturer. If a warranty on the OEM's or vendor's specialty or technical equipment or systems purchased by the Prime Contractor requires that the installation of such specialty or technical equipment or system be performed by the OEM's or vendors own personnel, then such installation, shall not be covered under this Agreement. The Prime Contractor awarded such work shall notify the Unions at the pre-job conference of the use of this provision and shall provide copies of the written warranty that require that the work be performed by the OEM's or vendor's own personnel, to the affected Union. When the warranty does not require installation by the OEM's or vendor's own personnel, the Unions agree to perform and install such work under the supervision and direction of the OEM's or the specialty vendor's representative;

2.4.8. Project Designers, Commissioning Contractors, 3rd party testing firms or 3rd party engineering firms performing work not ordinarily performed by construction craft personnel represented by the Unions;

2.4.9. All off-site Manufacture, and handling of materials, equipment, or machinery, except as is provided in Section 2.1.1, above.

2.5. When work listed in Section 2.4 above is performed, the Unions shall continue to be bound by all the provisions of this Agreement.

ARTICLE 3
MANAGEMENT RIGHTS

3.1. The Employers retain full and exclusive authority for the management of their operations as set forth in this Article, unless expressly limited or required by another Article of this Agreement or an MLA. This includes, but is not limited to, the right to direct their working force and to establish coordinated working hours and starting times. Prime Contractor may establish Project rules for this Project. Prime Contractor will work with the Council to ensure that such Project rules do not conflict with any of the Unions' MLA's to the fullest extent possible.

3.2. There shall be no limit on production by workmen or restrictions on the full use of tools or equipment. Craftsmen using tools shall perform any of the work of the trades and shall work under the direction of the craft foremen. There shall be no restrictions on efficient use of manpower other than as may be required by safety regulations. The Employers may utilize the most efficient methods or techniques of construction, tools, or other labor-saving devices to accomplish the work. Practices not a part of the terms and conditions of this Agreement will not be recognized.

3.3. The Employers shall be the sole judge of the number and classifications of employees required to perform work subject to this Agreement and shall have the absolute right to hire, promote, suspend, discharge or lay-off employees at their discretion and to reject any applicant for employment.

3.4. The Employers shall have the right to determine the competency of all employees, the duties of such employees within their craft jurisdiction, and shall have the sole responsibility for selecting employees to be laid off or terminated. The Employers shall also have the right to reject any applicant referred by a Union for any lawful reason; provided, however, that such right is exercised in good faith and not for the purpose of avoiding the Employers' commitment to employ qualified workers through the procedures established in this Agreement.

3.5. Nothing in this Agreement shall be construed to limit the right of any of the Employers to select the bidder such Employer deems qualified for the award of contracts or subcontracts or material or equipment purchase orders on the Project. The right of ultimate selection remains solely with the Employers, subject to Sections 4.3 and 4.4.

3.6. This Agreement does not apply to work on the Project performed directly by Owner or Prime Contractor with its own employees as a result of a threat to life, limb, or property or other emergency or circumstances requiring immediate action.

3.7. The Parties understand that the Design-Build Agreement ("DBA") between Prime Contractor and the Owner has incorporated business utilization objectives for the Project requiring that at least 15% of the value of subcontracted work be awarded to Emerging Small Businesses (ESB) as defined by this agreement.

3.7.1 A Emerging Small Businesses (ESB) is defined as: (1) an independent business; (2) has been in operation for a minimum of 4 years; (3) its principal place of business is in a fixed location in the state of Nevada; (4) has all necessary Nevada licenses and registrations; (5) is not an affiliate or subsidiary of a larger business; and (6) annual revenues in each of the immediately preceding three fiscal years has not exceeded: (i) $10,000,000 in construction, goods, materials, equipment and general services or public works contracts, (ii) $2,500,000 in professional services, including, without limitation, architectural and engineering services, or (iii) $3,500,000 in trucking.

3.7.2 The parties will work together in good faith to achieve the contracting goals established by the DBA.

3.7.3 The parties recognize that ESBs frequently operate as open shop contractors and may maintain their own health and welfare and/or retirement benefits for their workers, and that an obligation to pay union-negotiated fringe amounts in addition to these ESB provided benefits may deter emerging small business from project participation.

3.7.4. Each ESB will be given until the Pre-job conference or when the ESB begins work on the Project, whichever occurs last, to elect whether they will (1) pay fringe benefit contributions on behalf of their employees, in accordance with Section 5.4, **or** (2) will continue to make contributions on behalf of their employees to its existing health and welfare and/or retirement benefits plans.

(1) If the ESB elects to pay fringe benefit contributions on behalf of its employees, in accordance with Section 5.4 of this Agreement, the ESB making such election shall sign the MLA with the Union that represents the classification of employees employed by the ESB. The MLA signed by the ESB, pursuant to this Section 3.7.4.(1), shall only apply to Covered Work performed on this Project.

(2) If the ESB elects to continue to pay fringe benefit contributions on behalf of its employees to its existing health and welfare and/or retirement benefits plans, the ESB shall not be obligated to sign the Union(s) MLA; provided, however, that the total of each employee's hourly wage plus the hourly value of such existing health and welfare and/or retirement benefits plans is equal to or greater than the appropriate total wage package for the employee's classification, as set forth in the appropriate MLA. The Prime Contractor shall provide proof, upon request, to the applicable Union that represents the classification of employees employed by the ESB, that the ESB has paid the total MLA wage and fringe benefit package cost for the employee's classification. The total value of all subcontracts let to ESBs that elect this second option shall not exceed 15% of the design-builder's total sub-contracted hours.

ARTICLE 4
EFFECT OF OTHER AGREEMENTS

4.1. This Agreement is not intended to supersede the Master Labor Agreement ("MLA") between any of the Employers performing construction work on the Project and a Union signatory thereto except to the extent the provisions of this Agreement are inconsistent

with such MLA, in which event the provisions of this Agreement shall apply. However, such does not apply to work performed under the National Cooling Tower Agreement, the National Stack Agreement, the National Transit Division Agreement (NTD), work within the jurisdiction of the International Union of Elevator Constructors, and all instrument calibration and loop checking work performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians except that Articles of this PLA dealing with Work Stoppages and Lock-Outs, Work Assignments and Jurisdictional Disputes, and Settlement of Grievances and Disputes shall apply to such work. Where a subject is covered by the provisions of a MLA and not covered by this Agreement, the provisions of the MLA shall apply. It is specifically agreed that no later agreement shall be deemed to have precedence over this Agreement unless signed by all Parties signatory hereto who are then currently employed or represented at the Project.

4.2. Prime Contractor will require all contractors and subcontractors who are awarded or are performing jobsite work on the Project, to become signatory to this Agreement by signing the attached Letter of Assent and will not allow any such contractors or subcontractors to perform work on the Project unless they become signatory to this Agreement. Prime Contractor shall provide a copy of the Letter of Assent signed by each Employer performing jobsite work to the Council within three (3) business days of such Employer commencing Covered Work on the Project.

4.3 In addition to becoming signatory to this Agreement, Prime Contractor will require all Employers, except ESB contractors, to be or become party to the current MLA(s) with the Union(s) having traditional and customary building trades craft jurisdiction over the work and representing the employees employed or to become employed by such Employers, upon commencing jobsite work.

4.3.1. ESBs which elect to pay fringe benefit contributions on behalf of its employees, in accordance with Section 3.7.4(1), above, shall sign the current MLA(s) with the Union(s) having traditional and customary building trades craft jurisdiction over the work and representing the employees employed or to become employed by such Employers, upon commencing jobsite work. The MLA signed by the ESBs, pursuant to this Section 4.3.1., shall only apply to Covered Work performed on this Project.

4.4. By accepting the award of a construction contract or entering into a contract to perform any construction work at the Project pursuant to a construction contract whether as a contractor or subcontractor, each contractor and subcontractor of whatever tier, agrees to sign the Letter of Assent as shown in Attachment A and be bound by each and every provision of this Agreement.

4.5. This Agreement shall only be binding on the signatory Parties hereto or Parties that have signed the Letter of Assent. This Agreement shall not apply to parents, affiliates, subsidiaries, divisions, or other ventures of any signatory to this Agreement or the Letter of Assent, unless signed by such parent, affiliate, subsidiary, division, or venture of such company.

4.6. This Agreement shall be binding only with respect to the Project. It is understood that the liability of any Employer and the liability of the separate Unions under this Agreement shall be several and not joint. The Unions agree that this Agreement does not have the effect of creating any joint contractor status between or among the Project Employers, and/or any other contractors.

ARTICLE 5
UNION RECOGNITION, WAGES AND BENEFITS

5.1. The Employers recognize the Union(s) as the sole and exclusive collective bargaining representative for all building and construction craft employees during the period they are employed on the Project.

5.2. Authorized representatives of the Union(s) shall have access to the Project provided that they do not unduly interfere with or impede the work of the craft employees or others and further provided that such representatives fully comply with established Project rules.

5.3. Each Union shall have the right to designate a working craft employee as steward for each Employer employing such craft on the Project. Such designated steward shall be selected from employees working on the project, shall be a qualified worker assigned to a crew, and shall perform the work of that craft. The steward shall not perform supervisory duties. Under no circumstances shall there be nonworking stewards. Stewards shall be permitted a reasonable amount of time during working hours to perform applicable union duties.

5.4. Except as provided in Section 3.7.4(2), all employees performing Covered Work under this Agreement shall be paid the wages and fringe benefits as set forth in their respective Unions' MLA.

5.5. Employees shall be at their place of work (as designated by the Contractor), at the starting time. The place of work shall be defined as the gang or toolbox, or equipment at the employee's assigned work location or the place where the foreman gives instructions. The Parties reaffirm their policy of a fair day's work for a fair day's wages. There shall be no pay for time not worked unless the employee is otherwise engaged in work at the direction of the Employer, except as provided for under the applicable MLA.

ARTICLE 6
HELMETS TO HARDHATS

6.1. The Employers and Unions recognize a desire to facilitate the entry into the building and construction trades, veterans and members of the National Guard and Reserves who are interested in careers in the building and construction industry. The Employers and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment ("Center"), a Joint Labor-Management Cooperation Trust Fund, established under the authority of Section 6(b) of the Labor-Management Cooperation Act of 1978, 29 U.S.C. Section 175(a), and Section 302(c)(9) of the Labor-Management Relations Act, 29 U.S.C. Section 186(c)(9), and a charitable tax exempt organization under Section 501(c)(3) of the

Internal Revenue Code, and the Center's "Helmets to Hardhats" program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the Parties.

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

6.1.2. In recognition of the work of the Center and the value it will bring to the Project, within 10 days of the first hour of Covered Work being performed on the Project, Prime Contractor shall make a onetime contribution of $5,000 to the Center on behalf of itself and all other Employers employing workers under the terms of this Agreement. After Prime Contractor makes the onetime contribution of $5,000 to the Center, there shall be no further contributions required to the Center by Prime Contractor or any Employers.

6.1.3. The Center shall function in accordance with, and as provided in the Agreement and Declaration of Trust creating the fund, and any amendments thereto, and any other of its governing documents. Each Employer performing work covered by this Agreement approves and consents to the appointment of the Trustees designated pursuant to the Trust Agreement establishing the Center and hereby adopts and agrees to be bound by the terms and provisions of the Trust Agreement during the term of this Agreement.

ARTICLE 7
CONTINUITY OF THE WORK

7.1. The principal purpose of this Agreement is that it provides the Employers, Unions, and the Owner with the assurance that there will be no strike, sympathy strike, picketing, pamphleting, handbilling, bannering, lockout, slowdown, withholding of work, refusal to work, walk-off, sick-out, sit-down, stand-in, wobble, boycott, other work stoppage or other labor action of any kind for any reason for the duration of this Agreement. It is agreed, therefore, as follows:

7.2. During the existence of this Agreement, there shall be no strike, sympathy strike, picketing, pamphleting, bannering, slowdown, withholding of work, lock-out, refusal to work, handbilling, walk-off, sick-out, sit-down, stand-in, wobble, boycott, work stoppage or other labor action of any kind for any reason, and there shall be no lockout by the Employers. It is further agreed, however, that the Employers may lay off employees for lack of work, or in the event that a strike, picketing or other work stoppage, slowdown impedes or adversely affects the work of the Project, suspend all or any portion of the Project work affected by such activity at the Employer's discretion and without penalty. Failure of any employee to cross any picket line established at the Project is a violation of this Article.

7.3. No picket lines or other actions of the type described in section 7.2 will be established at the Project by any of the Unions or the Council. The Unions and the Council agree

that they will not directly or indirectly encourage, organize, support, or sanction in any way any picket line, organized or endorsed and will affirmatively take all measures necessary to effectively induce and compel its members to cross the picket line and report for work as scheduled and that responsible representatives of the Unions who are employed on the Project will also do so themselves. In the event of an unauthorized strike, slowdown, walkout or any unauthorized cessation of work, the Employers shall have the sole and exclusive right to discipline or discharge the employees who participate in such an event. Owner & Employers reserves all rights and remedies in law and equity.

7.4. Notwithstanding the provisions of section 7.2, it is agreed that the particular Union involved retains the right to withhold the services of its members (but not a right to picket or other activities referenced in section 7.2.) from a particular Employer, except ESBs as noted in Section 3.7.4.(2), who fails to make timely payments to the Unions' Health & Welfare, Pension, Vacation and Holiday, Apprentice and Training, or Industry Funds in accordance with the provisions of that particular Employer's current MLA with the particular Union or who fails to timely pay its weekly payroll. However, prior to withholding its members' services on account of an Employer who fails to timely pay its weekly payroll or a failure to make timely payments to the Unions' Health & Welfare, Pension, Vacation and Holiday, Apprentice and Training, or Industry Funds, the Union involved will give ten (10) days (unless a lesser period is provided within the applicable MLA, but in no event less forty-eight (48) hours) written notice of such failure to pay by registered or certified mail, return receipt requested, to the involved Employer and to Prime Contractor. Representatives of the Parties to the dispute will meet within the ten-day, or 48-hour, period as appropriate, to attempt to resolve the dispute.

7.5. It is specifically agreed that there shall be no strike, sympathy strike, picketing, pamphleting, bannering, lockout, slowdown, withholding of work, handbilling, refusal to work, walk-off, sick-out, sit-down, stand-in, wobble, boycott or other work stoppage or other labor action of any kind as a result of the expiration of any local, regional or other applicable labor agreement having application at the Project and/or failure of the Parties to that agreement to reach a new contract. In the event that such a local, regional, or other applicable labor agreement does expire and the Parties to that agreement have failed to reach agreement on a new contract, work will continue on the Project on one of the following two basis, both of which will be offered by the Union(s) involved to the Employers affected:

7.5.1. Each of the Union(s) with a contract expiring must offer to continue working on the Project under interim agreements that retain all the terms of the expiring contract, except that the Union(s) involved in such expiring contract(s) may each propose wage rates and employer contribution rates to employee benefit funds under the prior contract different from what those wage rates and employer contributions rates were under the expiring contract(s). Said interim agreement(s) would be superseded by any subsequently reached industry agreement(s) as of the date the industry agreement is reached. The terms of the Union's interim agreement offered to Prime Contractor and the other Employers will be no less favorable than the terms offered by the Union to any other employer or group of employers covering similar commercial construction work in Clark County; or

7.5.2 Each of the Union(s) with a contract expiring must offer to continue working on the Project under all the terms of the expiring contract, including the wage rates and

employer contribution rates to the employee benefit funds, if the Employer(s) affected by that contract agree to the following retroactivity provision: if a new local, regional or other applicable labor agreement for the industry having application at the Project is ratified and signed during the term of this Agreement and if such new labor agreement provides for retroactive wage increases, then each affected Employer shall pay to its employees who performed work covered by this Agreement at the Project during the hiatus between the effective dates of such labor agreements, an amount equal to any such retroactive wage increase established by such new labor agreement, retroactive to whatever date is provided by the new local, regional or other applicable agreement for such increase to go into effect, for each employee's hours worked on the Project during the retroactivity period. All other terms and conditions of the expiring contract, except wage rates and employer contribution rates to the employee benefit funds, will be prospective as to the new agreement. All Parties agree that such affected Employer shall be solely responsible for any retroactive payments to its employees and that neither Prime Contractor nor the Owner has any obligation, responsibility or liability whatsoever for any such retroactive payments or collection of any such retroactive payments from any other employer.

7.5.3. Some Employers may elect to continue to work on the Project under the terms of the interim agreement option offered under section 7.5.1., above and other Employers may elect to continue to work on the Project under the retroactivity option offered under section 7.5.2., above. To decide between the two options, Employers will be given one week after the particular labor agreement has expired or one week after the Union has personally delivered to the Employer, in writing, its specific offer of terms of the interim agreement pursuant to section 7.5.1., above, whichever is the later date. If the Employer fails to timely select one of the two options, the Employer shall be deemed to have selected the option of section 7.5.2., above.

ARTICLE 8
JURISDICTIONAL DISPUTES

8.1. The assignment of work will be solely the responsibility of the Contractor performing the work involved, and such work assignments will be in accordance with the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (the "Plan") or any successor Plan.

8.2. All jurisdictional disputes between or among Building and Construction Trades Unions and Employers shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department. Decisions rendered shall be final, binding, and conclusive on the contractors and Unions.

8.3. All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature and the Contractor's assignment shall be adhered to until the dispute is resolved. Individuals violating this section shall be subject to immediate discharge.

8.4 The Employer making the assignment which results in jurisdictional dispute being filed shall have its position, if any, considered in reaching a resolution.

ARTICLE 9
GRIEVANCE AND ARBITRATION PROCEDURE

9.1. The Parties hereby agree that all disputes or grievances between Employers and Unions dealing with the interpretation or enforcement of this Agreement and, other than disputes arising from any strike, picketing, slowdown, lockout or other work stoppages of any kind under Article 7 or any trade jurisdictional disputes under Article 8, shall be handled in accordance with the following procedures:

9.2. Step 1. If there is a dispute or grievance involving one of the Employers, the business representative of the local union involved shall first attempt to settle the matter by oral discussion with the particular employer's project superintendent no later than five (5) working days after the occurrence first giving rise to the dispute or grievance. If the matter is not resolved with the superintendent within five (5) working days after the oral discussion with the superintendent, the dispute or grievance shall be reduced to writing by the grieving union.

9.3. Step 2. If the matter is not resolved in step 1, above, the written grievance shall be given to the particular employer involved, to Prime Contractor and to the business representative of the local union involved no later than five (5) working days after the oral discussion set forth above for Step 1, and the business representative of the local union involved shall refer the matter to his Business Manager. The Business Manager, or his designee, shall meet with responsible representative(s) of the particular Employer involved in the grievance, who shall attempt to settle the matter. This shall be referred to as Step 2 of the Grievance and Arbitration Procedure.

9.4. In the event a dispute cannot be satisfactorily resolved within the time limits established above in Step 2, either party may submit the dispute to arbitration by written notice to the other party of their intent to submit the dispute to arbitration within ten (10) business days (or such longer time as mutually agreed) of the date on which the Parties met for the Step 2 meeting. An arbitrator shall be selected by the Parties to the grievance from the following list of permanent arbitrators: (1) Louis Zigman, (2) Fred Horowitz, (3) Walter Daugherty, (4) Mark Burstein, and (5) Michael Prihar. The grieving party shall strike one of the arbitrators from the list, and the responding party shall strike the next arbitrator from the list, until one arbitrator is left, who shall hear the case. The arbitrator's decision shall be final and binding upon the Parties. The arbitrator shall not have the authority to alter, amend, add to, or delete from the provisions of this Agreement in any way. The failure of any party to attend said hearing shall not delay the hearing of evidence or the issuance of any decision by the arbitrator. The arbitrator shall have no authority to make any mistake of law in rendering a decision. The fees and expenses incurred by the arbitrator, as well as those jointly utilized by the Parties (i.e., conference room, court reporter, etc.) in arbitration, shall be divided equally by the Parties to the arbitration. Should any party seek confirmation of the award made by the arbitrator, the prevailing party shall be entitled to receive its reasonable attorney fees and costs.

9.5. Failure to timely raise, file or appeal any grievance within the time limits set forth above will result in the grievance being waived.

ARTICLE 10
EXPEDITED ARBITRATION

10.1. In lieu of, or in addition to, any other action at law or equity, which is also available, any party may institute the following procedure when a breach or violation of sections 7.2, 7.3 or 8.3 is alleged:

10.2. The party invoking this procedure shall notify Walter Daugherty who the Parties agree shall be the permanent Arbitrator under this procedure. In the event that Walter Daugherty is not available for a hearing within 24 hours, he shall appoint his alternate to hear the matter. Notice to the Arbitrator shall be by the most expeditious means available, including telephone, with notice by e-mail, facsimile, overnight or telegram to the party alleged to be in violation.

10.3. Upon receipt of said notice, the Arbitrator named above, or his alternate, shall set and hold a hearing within twenty-four (24) hours if it is contended that the violation still exists.

10.4. The Arbitrator shall notify the Parties by telephone, e-mail and facsimile of the place and time he has chosen for this hearing. Said hearing shall be completed in one session. A failure of any party or Parties to attend said hearing shall not delay the hearing of evidence or issuance of an award by the Arbitrator.

10.5. The sole issue at the hearing shall be whether or not a violation of sections 7.2, 7.3 or 8.3 has in fact occurred and the Arbitrator shall have no authority to consider any matter in justification, explanation or mitigation of such violation or to award damages, which issue is reserved for court proceedings, if any. The Award shall be issued in writing within three (3) hours after the close of the hearing and may be issued without an Opinion. If any party desires an Opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with, or enforcement, of the Award. If the Arbitrator finds that a violation of sections 7.2, 7.3 or 8.3 has occurred, then the Arbitrator in his written Award shall order cessation of the violation and a return to work and other appropriate relief, and such Award shall be served on all Parties by hand or registered mail upon issuance. The Award will be final and binding on all Parties to this Agreement.

10.6. Such Award may be enforced by any court of competent jurisdiction upon the filing of this Agreement and all other relevant documents referred to herein above in the following manner. Telephone and e-mail notice of the filing of such enforcement proceedings shall be given to the other party. In the proceeding to obtain a temporary order enforcing the Arbitrator's Award as issued under Section 10.5 of this Article, all Parties waive the right to hearing and agree that such proceedings may be ex parte with at least 24 hours' notice of the time and place. Such agreement does not waive any party's right to participate in a hearing for a final order of enforcement. The Court's order or orders enforcing the Arbitrator's Award shall be served on all Parties by hand or by delivery to their last known address or by registered mail.

10.7. Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure or which interfere with compliance therewith are hereby waived by the Parties to whom they accrue.

10.8. The fees and expenses of the Arbitrator shall be divided equally between the moving party or Parties and the party or Parties' respondent unless determined otherwise by the arbitrator.

10.9. The procedures contained in this Article shall be applicable to alleged violations of sections 7.2, 7.3 or 8.3. Disputes alleging violation of any other provision of this Agreement, including any underlying disputes alleged to be in justification, explanation or mitigation of any violation of sections 7.2, 7.3 or 8.3, shall be resolved under the grievance adjudication procedures of Article 9.

ARTICLE 11
BENEFICIAL OCCUPANCY

11.1. It is anticipated that the Owner may commence operations with its own employees, property managers and vendors prior to the substantial completion of all phases of the construction work. It will therefore be necessary for the Owner to take over various portions of the buildings, systems, and equipment while construction of various other portions continues. The procedure to be employed in such a takeover is as follows: When the Owner determines that a portion of the work is mechanically or operationally complete, Owner shall identify such areas, systems or equipment by use of a tagging system. Work will be considered "complete" when it is reasonably ready for its intended use, and the Owner shall thereafter have beneficial occupancy of the involved areas, systems, or equipment.

11.2. It is intended that employees of the Owner will commence working in such areas after the takeover by the Owner. Work performed by the Owner is not covered by this agreement. Thereafter, any remaining original "construction" work, such as painting, installing missing parts, insulation and work normally performed by the respective Unions shall be completed by the responsible Employers and their employees without incident. It is understood that "non-construction" work in such areas, e.g., routine maintenance or repair, is the work of the Owner's employees.

ARTICLE 12
SAFETY

12.1. All Federal and State safety rules, regulations, orders, and decisions shall be binding upon the Employers and shall be applied to all work covered by this Agreement.

12.2. It will not be a violation of this Agreement, when an Employer considers it necessary to shut down to avoid the possible loss of human life, because of an emergency situation that could endanger the life and safety of an employee. In such cases, employees will be compensated only for the actual time worked. In the case of a situation described above whereby the Employer requests employees to stand by, the employees will be compensated for the "stand by time."

12.3 A drug and alcohol-free workplace is in the best interest of all parties and implementation of drug and alcohol screening programs on this project will be required to accomplish this objective. The Parties to this Agreement adopt the Southern Nevada Building and Construction Trades Council Approved Drug and Alcohol Testing Policy, a copy of which is attached hereto as Attachment "B" and which shall be the policy and procedure utilized under this Agreement.

ARTICLE 13
GENERAL SAVING CLAUSE

13.1. It is not the intention of the Parties hereto to violate the laws governing the subject matter of this Agreement. The Parties hereto agree that in the event any provisions of this Agreement are finally held or determined to be illegal or void as being in contravention of any applicable law, the remainder of this Agreement shall remain in force and effect unless the part so found to be void is wholly inseparable from the remaining portions of this Agreement.

13.2. Further, all Parties agree that if and when any or all provisions of this Agreement are finally held or determined to be illegal or void by a court of competent jurisdiction, an effort will be made to then promptly enter into negotiations concerning the substance affected by such decision for the purpose of achieving conformity with the requirements of any applicable law and the intent of the Parties hereto.

ARTICLE 14
NON-DISCRIMINATION

14.1. The Unions shall refer all applicants for employment without discrimination against any applicant by reason of age, race, color, creed, religion, sex, national origin, physical or mental disability, sexual orientation, gender identity, or military or veteran status.

14.2. It is agreed that the Parties shall not discriminate and will afford employment opportunity to all qualified persons without regard to age, race, creed, religion, color, sex, national origin, physical or mental disability, sexual orientation, gender identity, or military or veteran status. Furthermore, the Parties agree to cooperate to the fullest extent to achieve the intent and purpose of the applicable equal employment opportunity and affirmative action laws, regulations, and requirements.

ARTICLE 15
PRE-JOB CONFERENCE

15.1 Prime Contractor will hold a pre-job conference with the Unions not later than fourteen (14) calendar days prior to commencing work for each stage of the Project. The Council will conduct and shall notify the Prime Contractor and all Unions of the time, date, and medium of all Pre-Job conferences. All work assignments shall be disclosed by Prime Contractor and the subcontractors at the pre-job conference held in accordance with Local Area practice. The Pre-Job conference shall be held at the project site. Should additional project work not previously included within the scope of the project work be added or Project Work is to be

performed which was not previously discussed at the pre-job conference, the contractors performing such work will conduct a separate pre-job for such work.

ARTICLE 16
ASSIGNMENT

16.1. Prime Contractor will construct the Project through its own employees and/or through the employees of the contractors and subcontractors awarded Project work. For example, Prime Contractor will, in conjunction with the Owner, prepare bid specifications and bid packages, select subcontractors, award subcontracts for construction work, and determine and coordinate the scheduling of work. Prime Contractor may employ members of the Unions who will perform Covered work on the Project and who will be subject to the terms and conditions of employment set forth in this Agreement.

16.2. If the Owner or Prime Contractor assigns all or any portion of the Project or Project Work to another General Contractor/Prime Contractor ("New General Contractor"), Owner or Prime Contractor will require the New General Contractor to sign this Agreement and the Assumption Agreement, attached as Attachment C, prior to New General Contractor's commencement of any Covered Work.

16.3 If the Owner assigns, transfers, conveys or sells all or any portion of the Project or Project Work to another Owner, developer, Prime Contractor, general contractor or other entity ("Buyer"), prior to the receipt of a temporary certificate of occupancy on the portion of the Project being assigned, transferred, conveyed or sold, Owner will require the Buyer to assume all of the obligations of the Owner hereunder, and such work shall only be assigned, transferred, conveyed or sold to a Buyer which agrees to sign and does sign, or have its new general contractor sign, the PLA prior to the commencement of any Project Work by such new entity. Owner or Prime Contractor shall give the Council at least thirty (30) days written notice of any actual assignment, transfer, conveyance or sale of all or any portion of this Project.

ARTICLE 17
APPRENTICES

17.1. The parties also recognize the need to support existing programs designed to develop adequate numbers of competent workers in the construction industry, and share a desire to provide economic opportunities and a path to middle-class careers for individuals from historically disadvantaged populations within Clark County, and individuals participating in the Southern Nevada Building and Construction Trades Council (SNBCTC)/Nevada Department of Corrections (NDOC) Re-Entry Program and other individuals that have graduated from the North American Building Trades Unions (NABTU) Multi-Core Craft Curriculum (MC3) by assisting the entry of such individuals into approved Apprenticeship and Pre-Apprenticeship Programs.

17.2. The Union further agrees to cooperate with the Employers in furnishing apprentices as requested up to the maximum percentage allowable under the applicable State

Apprenticeship program standards and there shall be no restrictions on the utilization of apprentices in performing the work of their craft provided they are properly supervised.

17.3. At least 15% of the total work hours per craft performed on the Project will be performed by apprentices.

17.3.1. 5% of the total apprentice work hours per craft shall be performed by first (1st) year apprentices.

17.3.2. A first (1st) year apprentice who is hired on the Project will be counted as a first (1st) year apprentice, for purposes of calculating the required first (1st) year apprentice participation, for as long as he or she is employed on the Project.

17.3.3. An apprentice that graduates from his or her apprentice program while employed on the Project shall be counted toward the total apprentice participation of 15% for as long as he or she is employed on the Project.

17.4. The Unions and Employers agree that an apprentice hired on the Project that is terminated because of a reduction in force by any contractor or sub-contractor working on the Project may be dispatched by the Local Union or recalled by the contractor, to the extent allowed by law and the applicable hiring hall rules and procedures, to the Project for another contractor or sub-contractor and shall maintain their apprentice status as if they would have been continuously employed.

ARTICLE 18
ENTIRE UNDERSTANDING

18.1. The Parties agree that the total results of their bargaining concerning the subject matter hereof are embodied in this Agreement and neither party is required to render any performance not set forth in the working of this Agreement, or to bargain during the term of this Agreement about any matters unless required to do so by the terms of this Agreement. This Agreement may be amended only by written agreement signed by Prime Contractor and the Council.

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

The officials signing this Agreement warrant and collectively bargain on behalf of the organizations whom they represent and the members of such organizations.

Southern Nevada Building and Construction Trades Council

Dated: 1/27/21

By: _____

Rick Johnson, President

M J Dean Construction, Inc.

Dated: 1/26/21

By: _____

Perry Elman, C.O.O.

ATTACHMENT B

The Parties recognize the problems which drug and alcohol abuse have created in the construction industry and the need to develop drug and alcohol abuse prevention programs. Accordingly, the Parties agree that in order to enhance the safety of the workplace and to maintain a drug and alcohol-free work environment, individual Contractors may require applicants or employees to undergo drug and alcohol testing.

1. It is understood that the use, possession, transfer or sale of illegal drugs, narcotics, or other unlawful substances, as well as being under the influence of alcohol and the possession or consuming alcohol is absolutely prohibited while employees are on the Contractor's job premises or while working on any jobsite in connection with work performed under the Project Labor Agreement ("PLA").

2. No Contractor may implement a drug testing program which does not conform in all respects to the provisions of this Policy.

3. No Contractor may implement drug testing at any jobsite unless written notice is given to the Union setting forth the location of the jobsite, a description of the project under construction, and the name and telephone number of the Project Supervisor. Said notice shall be addressed to the office of each Union signing the PLA. Said notice shall be sent by email or by registered mail before the implementation of drug testing. Failure to give such notice shall make any drug testing engaged in by the Contractor a violation of the PLA, and the Contractor may not implement any form of drug testing at such jobsite for the following six months.

4. A Contractor who elects to implement drug testing pursuant to this Agreement shall require all employees on the Project to be tested. With respect to individuals who become employed on the Project subsequent to the proper implementation of a valid drug testing program, such test shall be administered upon the commencement of employment on the project, whether by referral from a Union Dispatch Office, transfer from another project, or another method. Individuals who were employed on the project prior to the proper implementation of a valid drug testing program may only be subjected to testing for the reasons set forth in paragraphs 5(g)(l) through 5(g)(3) and paragraphs 6(a) through 6(e) of this Policy. Refusal to undergo such testing shall be considered sufficient grounds to deny employment on the project.

5. The following procedure shall apply to all drug testing:

    a. The Contractor may request urine samples only. The applicant or employee shall not be observed when the urine specimen is given. An applicant or employee, at his or her sole option, shall, upon request, receive a blood test in lieu of a urine test. No employee of the Contractor shall draw blood from a bargaining unit employee, touch, or handle urine specimen, or in any way become involved in the chain of custody of urine or blood specimens. A Union Business Representative, subject to the approval of the individual applicant or employee, shall be

permitted to accompany the applicant or employee to the collection facility to observe the collection, bottling, and sealing of the specimen.

b. An employer may request an applicant to perform an alcohol breathalyzer test, at a certified laboratory only and cutoff levels shall be those mandated by applicable state or federal law.

c. The testing shall be done by a laboratory approved by the Substance Abuse & Mental Health Services Administration (SAMHSA), which is chosen by the Contractor and the Union.

d. An initial test shall be performed using the Enzyme Multiplied Immunoassay Technique (EMIT). In the event a question or positive result arises from the initial test, a confirmation test must be utilized before action can be taken against the applicant or employee. The confirmation test will be by Gas Chromatography/Mass Spectrometry (GC/MS). Cutoff levels for both the initial test and confirmation test will be those established by SAMHSA. Should these SAMHSA levels be changed during the course of this Agreement or new testing procedures are approved, then these new regulations will be deemed as part of this existing Agreement. Confirmed positive samples will be retained by the testing laboratory in secured long-term frozen storage for a minimum of one year. Handling and transportation of each sample must be documented through strict chain of custody procedures.

e. In the event of a confirmed positive test result the applicant or employee may request, within forty-eight (48) hours, a sample of his/her specimen from the testing laboratory for purposes of a second test to be performed at a second laboratory, designated by the Union and approved by SAMHSA. The retest must be performed within ten (10) days of the request. Chain of custody for this sample shall be maintained by the Contractor between the original testing laboratory and the Union's designated laboratory. Retesting shall be performed at the applicant's or employee's expense. In the event of conflicting test results the Contractor may require a third test.

f. If, as a result of the above testing procedure, it is determined that an applicant or employee has tested positive, this shall be considered sufficient grounds to deny the applicant or employee his/her employment on the project.

g. No individual who tests negative for drugs pursuant to the above procedure and becomes employed on the project shall again be subjected to drug testing with the following exceptions:

1. Employees who are involved in industrial accidents resulting in damage to plant, property or equipment or injury to him/her or others may be tested for drug or alcohol pursuant to the procedures stated hereinabove.

2. The Contractor may test employees following thirty (30) days advance written notice to

the employee(s) to be tested and to the applicable Union. Notice to the applicable Union shall be as set forth in paragraph 3 above and such testing shall be pursuant to the procedures stated hereinabove.

3. The Contractor may test an employee where the Contractor has reasonable cause to believe that the employee is impaired from performing his/her job. Reasonable cause shall be defined as being aberrant or unusual behavior, the type of which is a recognized and accepted symptom of impairment (i.e., slurred speech, unusual lack of muscular coordination, etc.). Such behavior must be actually observed by at least two persons, one of whom shall be a supervisor who has been trained to recognize the symptoms of drug abuse or impairment and the other of whom shall be the Job Steward. If the Job Steward is unavailable or there is no Job Steward on the project the other person shall be a member of the applicable Union's bargaining unit. Testing shall be pursuant to the procedures stated hereinabove. Employees who are tested pursuant to the exceptions set forth in this paragraph and who test positive will be removed from the Contractor's payroll.

4. Applicants or employees who do not test positive shall be paid for all time lost while undergoing drug testing. Payment shall be at the applicable wage and benefit rates set forth in the applicable Union's Master Labor Agreement. Applicants who have been dispatched from the Union and who are not put to work pending the results of a test will be paid waiting time until such time as they are put to work. It is understood that an applicant must pass the test as a condition of employment. Applicants who are put to work pending the results of a test will be considered probationary employees.

6. The Contractors will be allowed to conduct periodic jobsite drug testing on the Project under the following conditions:

   a. The entire jobsite must be tested, including any employee or subcontractor's employee who worked on that project three (3) working days before or after the date of the test;

   b. Jobsite testing cannot commence sooner than fifteen (15) days after start of the work on the project;

   c. Prior to start of periodic testing, a Business Representative will be allowed to conduct an educational period on company time to explain periodic jobsite testing program to affected employees;

   d. Testing shall be conducted by a SAMHSA certified laboratory, pursuant to the provisions set forth in paragraph 5 hereinabove.

   e. Only two (2) periodic tests may be performed in a twelve (12) month period.

7. It is understood that the unsafe use of prescribed medication, or where the use of prescribed medication impairs the employee's ability to perform work, is a basis for the Contractor to remove the employee from the jobsite.

8. Any grievance or dispute which may arise out of the application of this Agreement shall be subject to the grievance and arbitration procedures set forth in the PLA.

9. The establishment or operation of this Policy shall not curtail any right of any employee found in any law, rule, or regulation. Should any part of this Agreement be found unlawful by a court of competent jurisdiction or a public agency having jurisdiction over the Parties, the remaining portions of the Agreement shall be unaffected, and the Parties shall enter negotiations to replace the affected provision.

10. Present employees, if tested positive, shall have the prerogative for rehabilitation program at the employee's expense. When such program has been successfully completed the Contractor shall not discriminate in any way against the employee. If work for which the employee is qualified exists, he/she shall be reinstated.

11. The Contractor agrees that results of urine and blood tests performed hereunder will be considered medical records held confidential to the extent permitted or required by law. Such records shall not be released to any persons or entities other than designated Contractor representatives and the applicable Union. Such release to the applicable Union shall only be allowed upon the signing of a written release and the information contained therein shall not be used to discourage the employment of the individual applicant or employee on any subsequent occasion.

12. The Contractor shall indemnify and hold the Union harmless against any and all claims, demands, suits, or liabilities that may arise out of the application of this Agreement and/or any program permitted hereunder.

13. Employees who seek voluntary assistance for substance abuse may not be disciplined for seeking such assistance. Requests from employees for such assistance shall remain confidential and shall not be revealed to other employees or management personnel without the employee's consent. Employees enrolled in substance abuse programs will be subject to all Contractor rules, regulations, and job performance standards with the understanding that an employee enrolled in such a program is receiving treatment for an illness.

14. The Parties agree to develop and implement a drug abuse prevention and testing program for all apprentices entering the industry.

15. This Memorandum of Understanding shall constitute the only Agreement in effect between the Parties concerning drug and alcohol abuse, prevention, and testing. Any modifications thereto must be accomplished pursuant to collective bargaining negotiations between the Parties.

APPENDIX A: SPECIMEN REPORTING CRITERIA

Initial Test Analyte	Initial Test Cutoff [1]	Confirmatory Test Analyte	Confirmatory Test Cutoff Concentration
Marijuana metabolites (THCA)[2]	50 ng/ml [3]	THACH	15 ng/ml
Cocaine metabolite (Benzoylecgonine)	150ng/ml[3]	Benzoylecgonine	100 ng/ml
Codeine/ Morphine	2000 ng/ml	Codeine Morphine	2000 ng/ml 2000 ng/ml
Hydrocodone/ Hydromorphone	300 ng/ml	Hydrocodone Hydromorphone	100 ng/ml 100 ng/ml
Alcohol	0.02%	Ethanol	0.02%
Oxycodone/ Oxymorphone	100 ng/ml	Oxycodone Oxymorphone	100 ng/ml 100 ng/ml
6-Acetylmorphine	10 ng/ml	6-Acetylmorphine	10 ng/ml
Phencyclidine	25 ng/ml	Phencyclidine	25 ng/ml
Amphetamine/ Methamphetamine	500 ng/ml	Amphetamine Methamphetamine	250ng/ml 250 ng/ml

[1] For grouped analytes (i.e., two or more analytes that are in the same drug class and have the same initial test cutoff):

Immunoassay: The test must be calibrated with one analyte from the group identified as the target analyte. The cross-reactivity of the immunoassay to the other analyte(s) within the group must be 80 percent or greater; if not, separate immunoassays must be used for the analytes within the group.

Alternate technology: Either one analyte or all analytes from the group must be used for calibration, depending on the technology. At least one analyte within the group must have a concentration equal to or greater than the initial test cutoff or, alternatively, the sum of the analytes present (i.e., equal to or greater than the laboratory's validated limit of quantification) must be equal to or greater than the initial test cutoff.

[2] An immunoassay must be calibrated with the target analyte, 9-tetrahydrocannabinoJ-9- carboxylic acid (THCA).

[3] **Alternate technology (THCA and benzoylecgonine):** The confirmatory test cutoff must be used for an alternate technology initial test that is specific for the target analyte (i.e., 15 ng/ml for THCA, 100 ng/ ml for benzoylecgonine).

MDMA[4]/MDA[5]	500 ng/ml	MDMA MDA	250ng/ml 250 ng/ml
Initial Test Analyte	Initial Test Cutoff	Confirmatory Test Analyte	Confirmatory Test Cutoff Concentration
Barbiturates	300 ng/ml	Barbiturates	200 ng/ml
Benzodiazepines	300 ng/ml	Benzodiazepines	300 ng/ml
Methadone	300 ng/ml	Methadone	100 ng/ml
Methaqualone	300 ng/ml	Methaqualone	300 ng/ml
Propoxyphene	300 ng/ml	Propoxyphene	100 ng/ml

[4] Methylenedioxymethamphetamine (MDMA)
[5] Methylenedioxyamphetamine (MDA)

ATTACHMENT C

ASSUMPTION AGREEMENT

THIS ASSUMPTION AGREEMENT ("Assumption Agreement") is by and between M J Dean Construction, Inc. ("Assignor" or "Prime Contractor") and _____ ***[NEW GENERAL CONTRACTOR]*** ("Assignee").

RECITALS

A. Assignor is the Prime Contractor under Project Labor Agreement for The All Net Resort and Arena Project dated _____, 20__ (the "PLA") with the Southern Nevada Building & Construction Trades Council (the "Council") and its affiliated local unions that have executed this Agreement (collectively the "Unions"), concerning the construction of the All Net Resort and Arena Project (the "Project").

B. Assignor desires to assign to Assignee all of its rights and obligations under the PLA with respect to the Project and to be released by the Unions, in accordance with the Successorship Side Letter to the PLA, from all of Assignor's rights and obligations under the PLA with respect to the Project.

C. Assignee, a contractor primarily engaged in the construction industry, desires to assume, for the benefit of the Unions, all rights, and obligations of Prime Contractor under the PLA with respect to the Project.

AGREEMENTS

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. Effective [DATE] (the "Effective Date"), Assignor hereby assigns to Assignee all of Assignor's right, title, and interest in and to the PLA with respect to the Project. Assignor acknowledges that it has no further interest in the PLA with respect to the Project, and that the Unions may treat the PLA as if it had been made by Assignee with respect to the Project.

2. As of the Effective Date, Assignee hereby assumes all of Assignor's rights and obligations under the PLA with respect to the Project, and agrees to perform and is able to perform, as a direct obligation to the Unions, all of the covenants, agreements and conditions contained in the PLA to be performed by Prime Contractor with respect to the Project.

3. This Assumption Agreement is expressly conditioned upon the Unions' execution and delivery to Assignor of a release of Assignor's obligations under the PLA with respect to the Project, which release shall be substantially in the form of Exhibit 1.

4. This Assumption Agreement and all covenants and agreements contained herein shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.