AGREEMENT

AGREEMENT made this 19TH day of FEBRUARY 2015 by and between UNITE HERE Local 25, and its successors and assigns ("Union") of UNITE HERE International Union and DC Stadium, LLC , as well as its successors or assigns of the below described project (collectively "Employer").[1]

WHEREAS, Employer is in the process of developing a project(s) which will involve construction of a soccer stadium at the soccer stadium site described in Section 103 of D.C. Act 20-557 (Dec. 30, 2014), and its food , service and concessions at the soccer stadium site, and hotel development project(s) located on the Adjacent Land (as defined in Exhibit A-2 to the original ground lease between DC Stadium LLC and the District of Columbia) (collectively, "Project");

WHEREAS, the parties wish to ensure that the employees in the below described bargaining unit ("Employees") have the opportunity to express their desire whether or not to be represented for purposed of collective bargaining in an atmosphere free from intimidation, restraint, coercion or discrimination; and

WHEREAS, the parties wish to resolve any disputes related to any organizing drive and representational issues amicably, without resort to litigation or proceedings before the National Labor Relations Board ("Board"), Courts, or other governmental agency;

WHEREAS, the parties have exchanged good and valuable consideration the receipt of which is hereby acknowledged.

NOW THEREFORE, the parties agree as follows:

1. The bargaining unit shall include all full and part-time employees at the Project in the classifications or departments listed in Exhibit A, or any other departments or classifications performing similar work under another name, or any combination thereof sought by the Union ("Bargaining Unit"). The Bargaining Unit shall not include those employees specifically excluded in Exhibit A. The Bargaining Unit employees shall be referred to as "Employees".

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[1] The term "Employer" shall also include, but not be limited to, any current or future operator, manager, concessionaire or subcontractor employing Employees, defined below, which shall abide by and be bound by this Agreement at the project, defined below. Accordingly, as used in the body of this Agreement, the term "Employer" shall also include any such entity.

2. The parties acknowledge and agree that the Bargaining Unit(s) described herein constitute an appropriate unit .

3. The parties mutually recognize that the National Labor Relations Act ("NLRA") guarantees employees the right to form or select any labor organization to act as their exclusive representative for purposes of collective bargaining with their employer, or to refrain from such activity. Both the Union and Employer agree to respect the NLRA Section 7 rights of employees and neither party shall, or be required to, act in contravention of those rights.

4. Prior to the start of initial hiring, the Employer shall notify the Union of its intent to hire and the positions that it seeks to fill and the qualifications therefore. The Union may furnish applicants for the job vacancies specified by the Employer. The Union's selection of applicants for referral shall be on a non-discriminatory basis and shall not be based upon or in any way affected by membership in the Union or the Union's bylaws, rules, regulations, constitutional provisions, or any other aspects or obligation of Union membership policies or requirements, or upon personal characteristics of an applicant where discrimination based upon such characteristics is prohibited by law. Any interest demonstrated by an applicant in joining the Union shall not constitute grounds for discriminatory or disparate treatment nor adversely impact the applicant's ability to be hired by the Employer. The Employer shall be the sole judge of an applicant's suitability, competence and qualifications to perform the work of any job to be filled and shall not be precluded from interviewing or hiring applicants from any other source.

5. There shall be no lockouts of the Employees by the Employer, and the Union shall not cause any disruption of work by the Employees or of operations during organizing activity, nor shall it cause or encourage any other entity to cause any picketing, strikes, slow downs, boycotts, demonstrations, rallies, handbilling, corporate campaigns, or other work stoppages at the Project or at any other Employer facility to the extent the activity arose exclusively as a result of a dispute at the Project. Nothing herein shall prohibit the Union from taking any action against any Employer at any location other than the Project which arises as the result of a dispute with such Employer at any location other than the Project. This paragraph shall not apply to the adversely affected party in the event the other party fails to abide by any an award or decision of the Arbitrator within three (3) business days after issuance. This paragraph shall not apply to the Union in the event the Employer recognizes any other labor organization as the representative of any Employees.

6. The Employer specifically agrees that its supervisory employees, its agents and/or representatives will not act or make any statement that will directly or indirectly imply the Employer's opinion as to whether or not the employees should unionize or support any union or as to the reputation of any union or any of its officers. The Union and its representatives will not coerce or threaten any Employee in an effort to obtain authorization cards.

7. The Union will begin its organization of the employees at any time upon notice to the Employer. The Union will be permitted to have its organizers or representatives enter the Project to meet with Employees during the Employees' non-working times (for example, before work, after work, and during shift changes, meals and breaks) in non-public areas of the Project and/or during such other periods and locations as the parties may mutually agree upon in writing. Union representatives will comply with appropriate, non-discriminatory security and regulatory requirements applicable to all employees when accessing the Project, provided such requirements man not be used to deny or delay access.

8. Within seven (7) days following receipt of the above described written notice of intent to organize Employees, the Employer will furnish the Union with a complete list of such Employees including both full and part-time Employees, showing their job classifications and departments, work schedules, wage rates, benefits, and the home addresses and telephone numbers of all Employees. Thereafter, the Employer will promptly provide updated lists, upon request, to the Union for the duration of the organizing drive.

9. The Arbitrator shall conduct card counts to determine whether the Union has obtained valid cards from a majority of the Employees designating the Union as their representative for purposes of collective bargaining ("Cards") and to certify the results of such card count in accordance with the procedure set forth herein.

10. At any time after the commencement date of the Union's organizing effort, the Union may request that a card count be conducted by the Arbitrator. The Union shall initiate that process by advising the Employer in writing ("Notification Letter") that it represents a majority of the full-time and part-time employees employed by the Employer in the Bargaining Unit sought by it. The date of the Union's Notification Letter shall be the date ("Notification Date") used for purposes of determining the composition of the list of the names and the Employees to be furnished by the Employer to the Arbitrator.

11. As soon as practicable after the delivery of the Notification Letter by the Union to the Employer indicating its majority status, the Union shall notify the Arbitrator in writing that his services are requested for purposes of conducting a card count. The Union shall confirm to the Employer that the Arbitrator has retained jurisdiction of the card count proceeding. As soon as practicable thereafter, but in any event no later than seven (7) days after the date of the Union's written card count request made to the Arbitrator, the Union shall furnish to the Arbitrator the Cards it has obtained from the Employees, and the Employer shall furnish the Arbitrator the list containing the names, job classifications and social security numbers of Employees employed as of the date of the Union's Notification Letter (with a copy to the Union) together with copies of official employment documents containing the signatures of each of the Employees (e.g. Forms 1-9, Form W4 or similar documents).

12. Within forty-eight (48) hours after his receipt of the documents described above, the Arbitrator shall conduct a card count by checking the Cards against the list of Employees and by comparing the Employees' names and signatures appearing on the Cards to the names and signatures appearing on the employment documents supplied to the Arbitrator by the Employer. At the conclusion of the card count, the Arbitrator shall inform the parties of the results of his count and shall certify in writing that either the Union has or has not been selected by a majority of eligible Employees as their collective bargaining representative. Both the Employer and the Union agree to abide by the determinations made by the Arbitrator regarding any challenges either to the validity of the Cards, the eligibility of Employees, the appropriateness of the unit and/or to the majority status of the Union.

13. If, after the conduct of the card count(s), the Union fails to be certified by the Arbitrator as the majority representative of the eligible Employees, this Agreement shall be deemed to continue in full force and effect, unless it is otherwise terminated in writing by mutual agreement of the parties.

14. (a) If the Union is certified as the majority representative, the Employer must recognize the Union and the Employer and the Union will promptly and expeditiously commence negotiations at a mutually agreeable time and place, for a collective bargaining agreement. Negotiations shall commence and continue regardless of whether any notice of recognition provided by the Board is posted or petition for election is filed or pending.

(b) If the parties are unable to reach an agreement within one-hundred twenty (120) days after the commencement of negotiations, they shall exchange written last and final offers on all open issues within fifteen (15) days following the expiration of the 120-day period, and shall submit the same for final and binding resolution through an interest arbitration conducted by an arbitration panel consisting of three members (Panel). The hearing shall be completed within a reasonable period of time, before the Panel selected as provided in Paragraph 15(b) below. The parties may, by mutual agreement, extend the 120-day period for negotiation.

(c) The Panel shall select the final offer that the Panel determines is the more reasonable, based on its consideration of the following factors:

(i) the issues on which the parties have reached agreement;
(ii) the terms and conditions in effect at other comparable unionized venues in the relevant market (e.g., the District of Columbia);
(iii) the terms and conditions included in other first contracts reached by the Union at other comparable venues in the relevant market;
(iv) the specific operations of the newly-organized venue including but not limited to the type of operation, employee productivity, and guest/customer focused concerns; and

(v) that the contract will be the first reached by the parties at the venue, and the absence of attendance, financial, and other data concerning the economics of the venue.

The Panel shall not have the power to modify any offer or part thereof made by any party, and may not consider alternate or amended proposals of the parties (unless by mutual agreement of the parties).

(d) The parties shall submit post-hearing briefs within 21 days of receipt of the hearing transcript, unless the parties mutually agree to, or the Panel orders, a different deadline. By agreement of the parties or order of the Panel , the parties may also submit pre-hearing briefs. The Panel shall issue its award as expeditiously as possible, but not later than 45 days following submission of the post-hearing briefs. There shall be no appeal from the Panel's award. The costs of the hearing and the Panel's fees shall be split equally between the parties. All other costs incurred by any party (including attorneys fees) shall be the responsibility of that party.

15. (a) The arbitrator referred to in sections 9 – 13 herein shall be Elliott Shriftman or, if unavailable, Stephen O'Beirne, ("Arbitrator") who shall be guided by the Labor Arbitration Rules of the American Arbitration Association to the extent consistent herewith.

(b) Promptly and expeditiously upon the Union's certification as the majority representative, the Union and Employer shall each designate a person to serve on the Panel. If the parties are unable to reach an agreement within one-hundred twenty (120) days after the commencement of negotiations, and they proceed to interest arbitration, the Panel member selected by the Union and the Panel member selected by Employer shall promptly and expeditiously select a third neutral Panel member. In the event that they are unable or fail to select a third neutral Panel member within 15 days after expiration of said 120 day period, the parties shall appoint the third neutral Panel member by jointly requesting that the Federal Mediation and Conciliation Service ("FMCS") provide the parties with a list of seven (7) arbitrators who are members of the National Academy of Arbitrators and who maintain an office in FMCS Regions 6, 7, or 8 (the Northeast and Mid-Atlantic States), and the parties shall alternately strike that list to select the arbitrator who shall serve as the third neutral Panel member.

16. Any costs incurred by the parties in instituting proceedings before the Arbitrator, or defending against same, shall be the responsibility of the respective party. Costs charged by the Arbitrator shall be shared and paid equally by the parties.

17. Any award or decision issued by the Arbitrator, written or otherwise, shall be final and binding upon the parties, and shall be enforceable in the United States District Court for the District of Columbia.

18. All complaints, disputes or grievances arising between the parties hereto involving questions or interpretation or application of any clause of this Agreement or the matters discussed herein, or any acts, conduct or relations between the parties, directly or indirectly, which shall not have been adjusted by and between the parties involved shall be referred to the Arbitrator, and his/her decision shall be final and binding upon the parties hereto.

19. In addition to and without limiting any of the foregoing, the Employer and Union also agree that the Arbitrator shall be empowered to issue such remedial orders as are consistent with applicable NLRB standards or necessary to ensure the maintenance of the neutral environment and/or to penalize the Employer or the Union for violating their obligations hereunder or under the NLRA, including an order to bargain in accordance with applicable NLRB standards, or other injunctive relief, and/or monetary or punitive damages to either party.

20. With regard to this Agreement and any and all matters discussed herein, the parties knowingly and voluntarily waive the right to or cause or encourage any individual or entity to file any petitions, charges, objections, or complaints before any court or governmental agency, including, but not limited to, any petition, objection, or unfair labor practice before the Board, and agree that the Arbitrator shall be the exclusive forum in which to resolve any such dispute.

21. In the event of recognition, the Employer shall not file a notice of voluntary recognition with the NLRB, so that the decision of when and whether to provide such notice is within the sole discretion of the Union. If the Union notifies the NLRB of recognition pursuant to this Agreement, the Employer shall post the NLRB notice of recognition in accordance with the instructions from the NLRB immediately upon receipt of the notice. The Union and the Employer agree that if any other person or entity petitions the NLRB for any election as a result of or despite recognition of the Union pursuant to this Agreement, (a) the Employer and the Union will each request that the NLRB dismiss the petition on grounds of recognition bar or, if they have agreed to a collective bargaining agreement covering Employees at the time the petition is filed, on grounds of contract bar, (b) if the petition is not dismissed, the Employer and the Union shall agree to a full consent election agreement under Section 102.62(c) of the NLRB's Rules and Regulations, and (c) the Employer and the Union shall at all times abide by the provisions of this Agreement except the Union may file unfair labor practice charges[2] and objections notwithstanding Paragraph 20. The Employer, its supervisory employees, agents and/or representatives, will not, directly or indirectly, support, encourage, recommend, facilitate, solicit, or advise any person or entity to file a petition with the NLRB, other than posting the notice of voluntary recognition in accordance with this Paragraph. Failure to comply with the foregoing paragraph will immediately relieve the Union of its no-strike obligation under

[2] Prior to filing an unfair labor practice charge against the Employer, the Union shall attempt to obtain written assurances from the NLRB that any such charge may be deferred to arbitration pursuant to this Agreement and have the same effect as an unfair labor practice charge, without resort to the filing of a formal unfair labor practice charge.

Paragraph 5. Nothing herein shall be construed to require Employer or Union to act contrary to the law.

22. If any provision or portion of this Agreement is deemed invalid or unenforceable, it shall not affect the remainder of this Agreement and the parties shall promptly meet to negotiate substitute provisions, which effectuate the intent of the parties. Failing agreement the matter shall be submitted to the Arbitrator for final and binding resolution.

23. This Agreement shall be binding on the successor and assigns of the parties hereto, including, but not limited to, any entity obtaining any rights under the revised development agreement or the revised ground lease, as described in Section 104(c)(2) of D.C. Act 20-557, and any concessionaire or subcontractor, or other entity which is an Employer of Employees in the Bargaining Unit ("Successor"). Further, no provisions, terms, or obligations herein contained shall be affected, modified, altered or changed in any respect whatsoever by the consolidation, merger, sale, transfer, or assignment of any party hereto or affected, modified, altered or changed in any respect whatsoever by any change of any kind in the legal status, ownership, or management of any party hereto.

24. The parties understand and agree that this Agreement is premised on the Employer's arrangements with the Government of the District of Columbia in the Development Agreement, Ground Lease Agreement, and Stadium Act that are the foundation for the Project. If the terms of any of those arrangements are changed, this Agreement shall terminate. Unless mutually agreed to in writing by the parties, all terms of this Agreement, including, but not limited to, those relating to the provision of information, access and neutrality, shall continue uninterrupted until a collective bargaining agreement(s) covering all Employees employed by Employer is effective, except in the case in which a petition or complaint is filed with the NLRB or other governmental agency or entity, in which case this Agreement shall not terminate until such petition or complaint is fully resolved or disposed of and a valid and enforceable collective bargaining agreement(s) has become effective.

25. The parties hereto are fully authorized to enter into and execute this Agreement.

Agreed and Accepted:

Date: FEBRUARY 19, 2015

UNITE HERE Local 25 (on behalf of itself and its successors and assigns)
Of UNITE HERE International Union

John A. Boardman
Executive Vice President, UNITE HERE

Authorized to sign

DC Stadium, LLC
Employer

Name: Tom Hunt
Title: Chief Operating Officer

Authorized to sign

EXHIBIT A

Included: All full-time and part-time stand workers, cart workers, food & beverage, (kitchen employees, cook, cook, grill cook, food preparation worker, servers, bussers, bartenders, general utility workers, cleaning workers employed by the Employer, stewards and storeroom employees), lead cashiers, cashiers, stocking and warehouse employees,Hotel, Conference Center, Restaurant, Bar, Banquet, Cashiers, Hosts, Housekeeping, Cleaners, Guest Service, Front Service, PBX, Front Desk, Engineering, Maintenance, Reservations, Banquets, Room Service, Kitchen, Stewarding, Food and Beverage, Bar, Dining Room, Employee Cafeteria, Laundry, Valet, Parking, Coat Check, Shipping and Receiving, Business Center, Audio Visual, Health Club, Spa, Minibar, and Concierge.

Excluded: Statutory supervisors, security, managers, chefs, office clericals, guards and confidential employees as defined by the National Labor Relations Act, and any person not employed in food service and/or concessions at the soccer stadium site, and/or in related hotel development project(s) located on the Adjacent Land (as defined in Exhibit A-2 to the original ground lease between DC Stadium LLC and the District of Columbia) (collectively, "Project")..

SIDE LETTER REGARDING UNION ORGANIZING ACTIVITIES

Within 21 days of the Union's notice to the Employer that it is beginning its organization of the Employees, the Employer shall make available on the premises an area for the Union's organizers to meet with Employees, and Employees shall be released from their duties to meet, if they wish, with the Union's organizers on unpaid time. The location, time, and length of such meeting shall be arranged by mutual agreement of the parties following the Union's notice.

This Side Letter does not restrict the Union's rights to organize the Employees and meet with them as set forth in the Labor Peace Agreement (LPA), but the Employer and Union expect that the contemplated meeting with employees will simplify and expedite communications with Employees. In accordance with the terms of the LPA, the other activities in support of organization of the Employees should not disrupt the Employer's operations.