

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement ("MOA") is entered into as of this ^{17TH} day of JUNE, 2010, by and among Desert Palace, Inc. dba Caesars Palace (hereinafter referred to as "Caesars Palace"); Harrah's Las Vegas, Inc. dba Harrah's Las Vegas (hereinafter referred to as "Harrah's"); Tasty Cocktails LLC and Tasty Cocktails II LLC, both dba Numb (hereinafter referred to as "Operator"); and the Local Joint Executive Board of Las Vegas (composed of Culinary Workers Union Local 226 and Bartenders Union Local 165) (hereinafter referred to as the "Union"). Caesar's Palace, Harrah's, Operator, and the Union are sometimes collectively referred to herein as the "Parties."

1. This MOA sets forth the relationship among Caesars Palace, Harrah's, Operator and the Union. Operator will own and operate two Cocktail Bar facilities, one on the premises of Caesars Palace and one on the premises of Harrah's, under the name of "Numb" (hereinafter referred to as "the Bars").

2. Caesars Palace, Harrah's and the Union are parties to currently effective collective bargaining agreements (hereinafter referred to individually as the "Caesars Palace Agreement" and the "Harrah's Agreement," and collectively as the "Agreements"). The Caesars Palace Agreement and the Harrah's Agreement are substantively identical in all relevant provisions applicable to employees (as defined in paragraph 3, below) of and operations of Operator, in particular Articles 20.09 and 29.01.

3. Operator will directly employ the employees who will perform the beverage preparation and service functions for the Bars (hereinafter referred to as the "employees"). As such, the employees will be on the payroll of Operator, and Operator will be responsible for administering the payment of wages to the employees and providing all employee benefits. Operator will also employ the managers who will directly oversee the work of the employees. Caesars Palace and Harrah's will at all times hold and exercise full control over the terms and conditions of employment of all of the employees working at their respective locations who shall be covered by all the provisions of the Agreements, provided that Caesars Palace and Harrah's shall not be responsible for employment matters outside the scope of the collective bargaining agreements or as to which the Union has no duty to represent the employees covered by the Agreements.

4. The Bars shall be treated as a single operation under the Agreements, including without limitation Articles 9 and 20; thus, an employee may be assigned to work in both Bars during a shift and/or a work week for purposes of satisfying Guaranteed Work requirements under Art. 9.03, and hours worked at both Bars shall be combined for purposes of calculating overtime under Art. 9.01.

5. Management employees of the Operator shall be permitted to cover bargaining unit employees' job duties during emergency situations as such work shall be deemed *de minimus*. Managers shall not retain any portion of employees' tips, including tips received during periods when managers cover during bargaining unit employees' meal and break periods;

all such tips received by managers shall be distributed to the bargaining unit employees(s) whose meal or break period the manager was covering at the time the tip was received.

6. Pursuant to Art. 9.03(c)(6), the Operator shall be entitled to employ in any tipped classification at least four(4) Steady Extra employees or a number of Steady Extra employees calculated as 25% of the Operator's number of regular employees working in that classification, with all fractions rounded up to the next whole number. For example, if there are sixteen (16) employees in a classification, the number of Steady Extras permitted is four(4) ($16 \times 25\% = 4$). If there are eighteen employees in a classification ($18 \times 25\% = 4.50$), the number is rounded up to five(5).

7. The Parties hereto agree that they have entered into this Agreement freely and voluntarily and without duress, coercion or any other unlawful or improper inducement by the Union or any other entity or person, and for adequate consideration. The Parties further agree that they will not contest the legality or enforceability of this Memorandum of Agreement in any

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forum, and that any party breaching this promise will indemnify the other Parties for any and all costs of litigation, including attorneys' fees, incurred by them as a result of such breach.

CAESARS PALACE

By: Gary Selesner

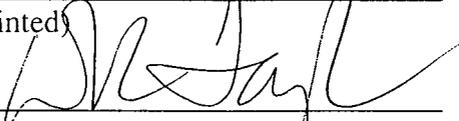
By: 
(Signature)

Its: President

Date: _____

LOCAL JOINT EXECUTIVE BOARD OF
LAS VEGAS

By: D. TAYLOR
(Printed)

By: 
(Signature)

Its: PRESIDENT

Date: 6-24-10

By: Terry Greenman
(Printed)

By: 
(Signature)

Its: Sec. T/Pres

Date: 6/22/2010

HARRAH'S

By: Rick Mazer

By: 
(Signature)

Its: President

Date: 6-15-10

TASTY COCKTAILS LLC/
TASTY COCKTAILS II LLC
D/B/A NUMB

By: Howard Starr

By: 
(Signature)

Its: President

Date: 6/17/10

Wage Deferral and Benefits

Effective June 1, 2009:

Up to \$0.35 per hour to Health and Welfare and Pension Plans.

\$0.13 deferred as follows: 5/1/2012 - .13¢.

	<u>2010</u>	<u>2011</u>
2/1/2010 - .35¢	6/1/2010 - .25¢	6/1/2011 - .25¢
	12/1/2010 - .25¢	12/1/2011 - .25¢

IN WITNESS WHEREOF the parties hereto by their duly designated representatives have hereunto set their hands this 28th day of June, ~~2009~~ 2010 in Clark County, State of Nevada.

FOR THE EMPLOYER:

GOLDEN GATE CASINO, LLC dba
GOLDEN GATE

By: Mark Brandenburg

Its: President

FOR THE UNION:

LOCAL JOINT EXECUTIVE BOARD
OF LAS VEGAS

By: [Signature]

Its: President

By: [Signature]

Its: Secretary-Treasurer

Additional Leave of Absence

Bargaining unit employees will be allowed to take up to one (1) year of personal leave of absence under the following circumstances:

- The employee must have been employed for twelve (12) months.
- The employee must submit a request for leave of absence in writing and indicate the specific start and end dates of the requested leave.
- The leave of absence will be without any pay or benefit contributions.
- The Company will grant leaves of absence which do not adversely impact the operation of the property or department. Generally, up to five percent (5%) of the workforce in a department shall be eligible for a leave of absence under this provision at any one time; however, the Company may deny a request for leave of absence under this provision if the number of employees on leaves of absence under other contractual provisions would result in a hardship to the Company.
- An employee on leave of absence under this provision shall not be allowed to return to work prior to the end of the scheduled leave unless expressly agreed to by the property.
- Failure to return to work at the end of the leave shall result in termination of seniority and employment.
- Employee may not work for a competitor while on leave of absence.

IN WITNESS WHEREOF the parties hereto by their duly designated representatives have hereunto set their hands this 28th day of June, ~~2009~~ 2010 in Clark County, State of Nevada.

FOR THE EMPLOYER:

GOLDEN GATE CASINO, LLC dba
GOLDEN GATE

By: Mark Boardman

Its: President

FOR THE UNION:

LOCAL JOINT EXECUTIVE BOARD
OF LAS VEGAS

By: [Signature]

Its: President

By: [Signature]

Its: Secretary-Treasurer

Term of Agreement Extension

Current Collective Bargaining Agreement extended one (1) year from expiring May 31, 2012 to May 31, 2013.

The current Collective Bargaining Agreement ("Agreement") between the Union and the Employer shall be extended for one full year expiring at the end of May 31, 2013, instead of May 31, 2012. Either the Union or the Employer may reopen the Agreement for the re-negotiation of core economics applicable to the period between June 1, 2012, and May 31, 2013, by giving notice to the other party in writing not less than 90 days or more than 120 days prior to June 1, 2012. Core economics consist only of wages, health and welfare contributions, pension contributions, training fund contributions and housing fund contributions. If the Employer and the Union fail to reach an agreement by the end of May 31, 2012, all provisions of the Agreement restricting economic action by the parties, including strikes and lockouts, shall be suspended only for the purpose of resolving the negotiations over core economics. In all other respects, the provisions of the Agreement shall be unchanged for the period June 1, 2012, through May 31, 2013, except as the parties may otherwise mutually agree, and the provisions of the Agreement restricting economic action shall remain intact and enforceable.

IN WITNESS WHEREOF the parties hereto by their duly designated representatives have hereunto set their hands this 28th day of June, ~~2009~~ 2010 in Clark County, State of Nevada.

FOR THE EMPLOYER:

GOLDEN GATE CASINO, LLC dba
GOLDEN GATE

By: Mark Zanderling

Its: President

FOR THE UNION:

LOCAL JOINT EXECUTIVE BOARD
OF LAS VEGAS

By: [Signature]

Its: President

By: [Signature]

Its: Secretary-Treasurer

Extended Recall Rights

Employees who have been or are laid off as a result of lack of work or reorganization of business between June 1, 2008 and December 31, 2009, shall be entitled to be recalled to employment, in a manner consistent with the seniority provisions of the applicable labor agreement, for a period of two (2) years from the date of layoff.

IN WITNESS WHEREOF the parties hereto by their duly designated representatives have hereunto set their hands this 28~~th~~ day of June, 2009 in Clark County, State of Nevada. _{2010/6/3}

FOR THE EMPLOYER:

GOLDEN GATE CASINO, LLC dba
GOLDEN GATE

By: Mark B. [Signature]

Its: President

FOR THE UNION:

LOCAL JOINT EXECUTIVE BOARD
OF LAS VEGAS

By: [Signature]

Its: President

By: [Signature]

Its: Secretary-Treasurer

Unpaid Days Off

The Company will allow employees employed on the date of ratification to take up five (5) unpaid days off between date of ratification and ~~May~~ ^{DECEMBER 13} 31, 2010, subject to the following limitations and requirements:

- Employees are not eligible to participate until they have completed their probationary period.
- Employees must request the days off in writing at least two (2) weeks in advance of the dates requested.
- The day off must be approved in advance and cannot be used for call-ins or early outs.
- All days off requested and granted under this program are unpaid.
- Approval of requested days off is subject to business needs.

IN WITNESS WHEREOF the parties hereto by their duly designated representatives have hereunto set their hands this 28th day of June, ~~2009~~ ²⁰¹⁰ in Clark County, State of Nevada. _{2010 UB}

FOR THE EMPLOYER:

GOLDEN GATE CASINO, LLC dba
GOLDEN GATE

By: Mark Brandenburg
Its: President

FOR THE UNION:

LOCAL JOINT EXECUTIVE BOARD
OF LAS VEGAS

By: [Signature]
Its: President
By: [Signature]
Its: Secretary-Treasurer

Outstanding Arbitrations Matters

The Parties will commit to using their best efforts to resolve all outstanding arbitration matters pending on the date of ratification of the Companies' proposal, within one hundred and twenty (120) days. The Parties agree to use the following procedure for purposes of resolution of such matters:

- Step 1: The Parties will conduct a settlement meeting at each property to discuss all pending matters. Present at the meeting will be a representative of the property and a representative of the Union authorized to settle any and all matters pending. Matters which are not resolved at this level shall move to Step 2.
- Step 2: The Parties shall submit termination/discipline arbitration matter to binding mediation (FMCS) or expedited arbitration process (Arbitrator) using a private mediator (FMCS)/arbitrator, jointly selected by the Parties. The Parties shall share in all costs associated with such processes. Each party can exempt cases from this process and move them directly to Step 4 by providing written notice to the other Party within ten (10) days following the conclusion of the Step 1 process.
- Step 3: The Parties shall submit contract interpretation and non-disciplinary arbitration matters to non-binding mediation. Mediation shall occur using a private mediator (FMCS), jointly selected by the Parties. The Parties shall share in all costs associated with the mediation process. Cases not resolved through this mediation process shall proceed to Step 4.
- Step 4: The Parties shall work together to set all arbitration matters for the earliest possible dates (using dates scheduled for settled matters and making/accepting early dates from arbitrators).

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FOR THE EMPLOYER:

GOLDEN GATE CASINO, LLC dba
GOLDEN GATE

By: Mark Brandenburg
Its: President

FOR THE UNION:

LOCAL JOINT EXECUTIVE BOARD
OF LAS VEGAS

By: [Signature]
Its: President
By: [Signature]
Its: Secretary-Treasurer

MEMORANDUM OF AGREEMENT

THIS AGREEMENT is made and entered into as of the ___ day of July, 2009 by and between _____ (hereinafter, called the "Employer") and its successors and assigns, and the Local Joint Executive Board of Las Vegas, for and on behalf of Culinary Workers Union, Local No. 226 and Bartenders Union, Local No. 165 (hereinafter, called the "Union").

1. The Employer and the Union are parties to a current collective bargaining agreement effective from June 1, 2007 through May 31, 2012. Article 27 of the agreement provides for package increases of certain amounts on certain dates, with the Union empowered to allocate such increases to wages or specified benefit contributions, including contributions to the Southern Nevada Culinary & Bartenders Pension Fund ("Pension Fund").

2. To alleviate financial stress on the Employer while continuing to provide needed funding to the Pension Fund, the Union and the Employer agree that any allocation by the Union under Article 27 to Pension Fund contributions shall take effect eight months from the due date of the package increase. By way of example, an allocation of any part of the package increase due June 1, 2009 shall be effective for hours worked on and after February 1, 2010.

3. Only pension contributions are affected by this change. The amounts of scheduled package increases shall not change and all other allocations shall be effective on the package due date in the absence of further, written agreement between the Union and the Employer.

IN WITNESS WHEREOF the parties hereto by their duly designated representatives have hereunto set their hands this 28th day of June, ~~2009~~ 2010 in Clark County, State of Nevada.

FOR THE EMPLOYER:

FOR THE UNION:

GOLDEN GATE CASINO, LLC dba
GOLDEN GATE

LOCAL JOINT EXECUTIVE BOARD
OF LAS VEGAS

By: Mark Brandenburg

By: [Signature]

Its: President

Its: President

By: [Signature]

Its: Secretary-Treasurer