

**CONTRACT**  
**Between Event Technologies and**  
**The International Alliance of Theatrical Stage Employees Local #8**  
**for PARX Casino Xcite Center**

**ARTICLE 1 SCOPE OF AGREEMENT**

Section 1. Coverage. This Agreement is between Event Technology, (hereinafter, "Employer") and the International Alliance of Theatrical Stage Employees and Motion Picture Operators of the United States and Canada, Philadelphia Local 8, (hereinafter, "Union")

Section 2. Coverage. This Agreement shall apply and cover stage employees employed by the Employer in Philadelphia at PARX Casino Xcite Center. Such employees shall, unless otherwise specifically specified, be referred to as "employees".

Section 3. Employer acknowledges and agrees that the Union has demonstrated to Employer's satisfaction that it represents a majority of the Employer's Employees in an appropriate bargaining unit. Employer hereby recognizes IATSE Local 8 as the collective bargaining representative under Section 9(a) of the National Labor Relations Act of Employer's Employees in the bargaining unit listed in coverage of this agreement. "Union Jurisdiction" of this Agreement.

Section 4. Union Jurisdiction. This Agreement is intended to cover Local 8's jurisdiction in the construction, fabrication, assembling, erecting, application, presentation, dismantling, maintenance repair, handling, placement, loading, unloading, or operation of hydraulic, electronic and sound equipment or devices, lasers, pyrotechnics, computers and all other types of theatrical effects or apparatus and all scenery, drops, travelers, trusses, scaffolding, displays or other staging of theatrical accessories and effects associated ad or substitute materials of every kind in the PARX Xcite Center. All such work shall be done only by employees of the employer under the jurisdiction of the Union and this Agreement.

**ARTICLE II CONDITIONS**

Section 1. The minimum daily call shall be four (4) hours.

Section 2. "Base Rate" = straight time rate.

Section 3. The work week shall consist of Monday through Sunday. Any work performed in excess of 10 hours a day or forty hours a week shall be paid at time and one half the "Base Rate".

Section 4. No Holiday upcharge if labor call is guaranteed and booked two (2) weeks in advance. All national holiday calls shall be a minimum of six (6) hours. If holiday labor calls are not booked two (2) weeks out, holiday rates will be paid at time and one half.

Section 5. Once an employee reaches a higher rate of pay he/she shall remain at that rate until an eight hour break is given.

Section 6. If Employee work any portion of an hour they shall be paid for the full hour.

Section 7. The Employer cannot unreasonably replace Employees on the job in order to solely avoid paying the higher rate.

Section 8. All Employees must be guaranteed a one-hour meal break neither before the first four hours nor after the first five hours of work. A one hour meal break must be given each five hours thereafter. In the event an Employee is not given a meal break as required the Employer agrees to pay in addition to the prevailing rate one additional straight time hour each hour until such break is provided. If necessary employees can be broken for one-half hour with no penalty, however the employees shall be compensated for the entire hour including the one half hour break. The Union Steward will notify the Employer of any pending meal penalty situations so that the Employer has the opportunity to avoid paying a meal penalty. There shall be a minimum two- hour call back after a one hour meal break.

### **ARTICLE III MANPOWER MINIMUMS**

Section 1. Local minimum call shall consist of a Steward and additional personal required to set, operate and strike equipment. Local 8 personal shall not be replaced for positions falling under the jurisdiction of this Local as defined in Article 1 Section3.

Section 2. Local 8 agrees to supply qualified personal for all positions needed by Contractor. In the event the Local can not supply qualified personal to perform task required by the Contractor, the Contractor has the right to supply crew, however Contractor's crew shall work under the Local's Agreement.

### **ARTICLE IV BENEFITS**

Section 1. Health and Welfare Fund. The Employer shall make contributions to the IATSE National Welfare Fund Plan C, at the rate of Fifteen percent (15%) for all Employees for all gross wages. Contributions will be sent, on the 15th day of the month, following the work period. The Employer further agrees to be bound by the all of the terms and conditions of The Agreement and Declaration of Trust for each respective Fund, to wit: (1) the IATSE National Health & Welfare Fund and (2) the IATSE National Pension Fund, each as restated September 22, 2005, and as amended, respectively, and each respective Fund's Statement of Policy and Procedures for Collection of Contributions Payable by Employers, as related to the contributions due as set forth hereinabove.

Section 2. Pension Fund. The Employer shall make contributions to the IATSE National Pension Fund Plan C, at the rate of two and one half percent (2.5%) fo all Employees for all gross wages. Contributions will be sent, on the 15th day of the month, following the work period. The Employer further agrees to be bound by the all of the terms and conditions of The Agreement and Declaration of Trust for each respective Fund, to wit: (1) the IATSE National Health & Welfare Fund and (2) the IATSE National Pension Fund, each as restated September 22, 2005, and as amended, respectively, and each respective Fund's Statement of Policy and Procedures for Collection of Contributions Payable by Employers, as related to the contributions due as set forth hereinabove.

Section 3. Annuity Fund. The Employer shall make contributions to the IATSE Local 8 Annuity Fund, a trust fund established under an Agreement and Declaration of Trust for all Employees gross earnings at the rate of Two and One Half percent (2.5%) for gross wages.

Section 4. The Pension and Health and Welfare contributions should be sent on a monthly remittance for to: IATSE NATIONAL BENEFIT FUND PO BOX 11944, NEWARK, NJ 07101 4944. Remittance form shall include employees name, social security number, gross wages and benefit amounts. The Pension Remittance shall also include the number of days worked in addition to the social security number, gross wages and pension amount.

## **ARTICLE V PAYROLL**

Section 1. The Employer agrees to make dues deductions from each employee's gross income from the Employer, at a rate of three and one half (3.5%) of such gross wages. Such deduction shall be forwarded to the Union (2401 S. Swanson St. Philadelphia, PA 19148) on or about the Fifteenth (15) day of each month following the month of the deduction.

Section 2. Employer shall provide proof of payroll. Employer shall make all deductions and pay all taxes required by law. Employer shall provide workers compensation insurance. If Employer is unable to provide the payroll, Employer agrees to use Payroll Company supplied by the Local.

Section 3. Employer agrees to make payroll no later than Fifteen (15) days of submitted bill. In such cases that payroll is not received within Fifteen (15) days a Ten (10%) percent charge will be added.

## **ARTICLE VI RATES**

Section 1. 5/1/18 -5/1/19

Rate \$40.00 per hour

## **ARTICLE VII PAST PRACTICE**

Section 1. In the event a question arises as to how a particular condition not specifically covered in this contract shall be treated, it is understood and agreed that the practice and precedent established with the signing of this contract shall prevail until Union and Management negotiate a resolve of the same.

## **ARTICLE VIII JUST CAUSE TERMINATION**

Section 1. The Union agrees that Employer has the right to replace and or dismiss any Employee for just cause shown, including, but not limited to recurrent tardiness, dishonesty, insubordination, theft or other criminal conduct, incompetence, drug or alcohol use as described in subparagraph B.

Section 2. No Employees shall report to work while intoxicated or under the influence of drugs or alcohol, other than as legitimately prescribed by a physician provided such prescription does not impair the Employee in any manner. Any Employee who reports to work so impaired or who uses or possesses either drugs or alcohol at the work place, will be immediately removed from the call by the Employer, without the right to pay for hours not worked on that call. Any Employee who is so removed by the Employer from a call will be subject to discipline up to and including discharge for just cause.

## **ARTICLE IX GRIEVANCES / ARBITRATION**

In the event that during the term of this Agreement, any dispute or disagreement involving the interpretation or application of any provision of this Agreement, hereinafter referred to as a "grievance" arises between the Employer and the Union or between the Employer and any employee represented by the Union, said grievance shall be handled in accordance with the following procedure.

Step 1. For employee initiated grievances, the grievance shall be submitted orally by the Union or employee to the General Manager (or his designee) within Five (5) calendar days of the date of the event(s) giving rise to the grievance. The General Manager (or his designee) shall respond to the oral

grievance within two (2) working days of its submission. In the event the General Manager ( designee) is not able to resolve the grievance, the Union or the employee may submit the grievance in writing as set fourth in Step 2 below. All grievances initiated by the Union or Employer , rather than by an employee or group of employees, shall be submitted in writing as set fourth in Step 2 below.

Step 2. The Grievance shall be reduced to writing and presented by the Union to the General Manager (designee) or by the Employer to President or Business Agent of the Union (or designee) within Ten (10) calendar days after the date of the event(s) giving rise to the grievance. Such a written grievance shall be dated and signed and shall state the provisions of the Agreement involved in the grievance, the date(s) of the alleged violation(s), the name of the individual or individuals aggrieved, and the remedy sought. The designated representative of the Employer or the Union, as the case maybe, shall respond to the written grievance in writing within Five (5) calendar days of its submission. The designated representatives of the Union and the Employer shall hold a meeting to discuss the matter within Two (2) calendar days of the written response and shall make good faith efforts to settle if at all possible. The decision, is any. of such representatives shall be final and binding upon the parties and any employee(s) concerned. Failure of the aggrieved party to serve a written grievance within the given time period will constitute a waiver of the grievance.

Step 3. If the designated representatives of the Employer and the Union fail to settle the dispute within Five (5) calendar days of the meeting, either party may request that the matter be submitted for binding arbitration to an arbitrator (who belongs to the National Academy of Arbitrators) who practices in this Region of the Federal Mediation and Conciliation Service. Such action must be initiated with Five (5) calendar days after Step 2.

Step 4. Since all disputes, controversies or grievances arising out of this Agreement are intended to resolved amicably, neither party shall take any steps or institute any action, whether by way of lockout, concerted refusal to work, work stoppage, strike, or otherwise, to enforce or settle a grievance arising under this Agreement.

Any grievance or dispute between Employer and the Union concerning the interpretation, application or meaning of a provisions in the Agreement that has been processed in accordance with the provisions of this Agreement may be submitted to binding arbitration with an impartial arbitrator to be selected by mutual agreement of the parties, or by alternately striking off of a list of seven(7) arbitrators furnished for that purpose by the FMCS. From such list, the Union and the Employer shall each alternately strike one name until Six(6) names have been eliminated and the person whose name remains on the list shall be selected to act as the impartial arbitrator. The Arbitrator shall have no power or authority to add to, subtract from or in any way alter amend, change or modify the terms of this Agreement. The Arbitrator's award shall be written and it shall be binding upon the Employer, the Union, and the employees involved in the controversy. The parties hereby agree that the decision and award of the Arbitrator shall be final and binding upon both parties, without further right of recourse or appeal. The compensation and necessary expenses of the Arbitrator shall be home equally by Employer and the Union.

## **ARTICLE X SEVERABILITY**

In the event that any term, paragraph, or provision of this Agreement is found to be unenforceable or in violation of law, either in whole or in part, then the offending language shall be construed as valid and enforceable to the extent permitted by law, and the invalidity of the offending language shall not effect the validity of the remaining terms, paragraphs, or provisions of this Agreement and each such term, paragraph or provision of this Agreement shall be valid and enforced to the fullest extent by law.

In the event any term, paragraph or provision is held invalid where the compliance with any such provision is restrained, then the Employer and Union shall enter into immediate negotiations, upon



## AGREEMENT

This Agreement ("Agreement") is made this 18<sup>th</sup> day of May, 2018 ("Effective Date"), by and between Greenwood Gaming & Entertainment, Inc., d/b/a Parx Casino, 2999 Street Road, Bensalem, PA 19020 ("Purchaser"), and First Philadelphia Labor Services LLC, d/b/a Event Technologies Group, 1201 North 3<sup>rd</sup> Street, Unit 329, Philadelphia, PA 19122 ("Contractor").

**WHEREAS**, Purchaser operates a casino known as "Parx Casino", located at 2999 Street Road, Bensalem, Pennsylvania (the "Premises"), which has, among other amenities within the casino, a concert hall known as the "XCite Center";

~~setting, routing,~~ **WHEREAS**, Contractor is regularly engaged in the business of producing, installing and operating show-technology equipment and producing live events ("Production Services");

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**WHEREAS**, the parties desire to enter into an agreement for the provision of Production Services by Contractor to Purchaser;

**NOW THEREFORE**, in consideration of the mutual promises contained herein, and other good and valuable consideration, receipt of which is hereby acknowledged, the parties intend to be legally bound as follows:

1. Term. This Agreement becomes effective upon the Effective Date through and including May 31, 2019 ("Initial Term"). At the end of the Initial Term and each Additional Term thereafter, Purchaser shall have the option to renew the Agreement for an additional year by written notice to Contractor (each, "Additional Term") (collectively, Initial Term and Additional Term, the "Term").
2. Production Services. Contractor shall provide in a safe, workmanlike manner, satisfactory to Purchaser and subject to the provisions of this Agreement, the following during the Term:
  - a. Services: Contractor shall provide on Premises at the XCite Center up to 12 qualified professionals at a time, who will provide event design and construction, rigging, audio-visual (including lighting, acoustics, photography and videography) and other production services, as requested verbally or in writing by Purchaser ("Work").
  - b. Materials and Equipment: To be provided by Purchaser. Any additional materials or equipment provided by Contractor shall be provided if authorized in advance in writing signed by Purchaser in the form of purchase order attached hereto as Exhibit "A". To the extent that the terms and conditions of the purchase order conflict with the terms of

this Agreement, the Agreement terms control.

- c. Contractor shall ensure that its professionals (1) follow the direction of Purchaser and any designees of Purchaser in connection with the Work (including any artists and their producers) and (2) comply with all laws, codes, ordinances and professional standards bearing on the performance of the Work. Contractor warrants to Purchaser that all Work, services, materials and equipment furnished under the Agreement will be of good quality and that the Work will be free from all defects and/or deficiencies not inherent in the quality required or permitted, and that the Work will conform to the requirements of the Agreement and comply with all laws, codes, ordinances and professional standards bearing on the performance of the Work. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. Contractor's warranty excludes remedy for damage or defect caused solely and exclusively by Purchaser's abuse, modifications not executed by Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by Purchaser, Contractor shall furnish satisfactory evidence as to the kind and quality of Work, materials and equipment.
- d. Unless otherwise agreed in writing by Purchaser, Contractor shall secure all permits, licenses and approvals required to perform its duties pursuant to this Agreement and will comply with all applicable workers' compensation, employers' liability, and other federal, state, county, and municipal laws, ordinances, rules and regulations.

3. Payment to Contractor. Purchaser shall pay Contractor pursuant to the rate schedule attached hereto as Exhibit "B" within thirty (30) days after receipt and approval of Contractor's itemized invoice for services rendered pursuant to this Agreement. The rate schedule identifies sums owed by Purchaser to Contractor and does not reflect payment arrangements from Contractor to its individual employees and sub-contractors. Contractor is solely responsible for ensuring that all employees and sub-contractors that it provides to perform work at the Premises on its behalf are paid in accordance with all laws and labor agreements that may apply.

4. Representations and Warranties. Contractor warrants and represents that it has the right to enter into this Agreement and to perform as contemplated hereunder, that Contractor and any and all of its sub-vendors has secured and/or will secure all legally required permissions from third parties to provide and use the goods and services contemplated hereunder and that Contractor has not been a party to or subject to any agreement or other instrument or judgment, order or governmental permit or license that imposes restrictions upon Contractor relating to the right to enter this Agreement and to perform as contemplated hereunder.

Contractor hereby warrants and represents to Purchaser that Contractor is in compliance and, throughout the Term, will remain in compliance with all applicable international, federal, state, and local laws, including, without limitation, laws governing the privacy and security of personally identifiable information stored or processed on behalf of Purchaser, copyright and trademark laws, equal employment opportunity, nondiscrimination and workers' compensation laws, the Fair Labor Standards Act, the Family and Medical Leave Act, the National Labor Relations Act, the occupational Safety and Health Act of 1970 (known as "OSHA"), and the Immigration and Nationality Act, including obtaining all immigration documents, visas, clearances, permits and the like necessary and appropriate for the lawful provision of services contemplated by this Agreement. Contractor shall provide documents verifying the same upon request by Purchaser.

Contractor hereby warrants and represents to Purchaser that throughout the Term, Contractor will comply with Purchaser's policies and procedures, which may be amended by Purchaser in its sole discretion from time to time, including those relating to workplace safety and the security of Purchaser's information technology systems, and Contractor will provide reasonable assurances and ensure that its employees and sub-vendors provide reasonable assurances as may be requested by Purchaser from time to time.

Contractor represents and warrants that it is responsible for appropriate wage and other payments to its employees and sub-vendors and all appropriate tax payments in connection with the Agreement, that Purchaser will make no tax payments on behalf of Contractor or its employees and sub-vendors, and that Purchaser has no responsibility for making any payments on behalf of Contractor or its employees or sub-vendors. To the extent that any taxes or other sums are owed by Contractor or its employees or sub-vendors in connection with the Agreement, pursuant to any federal, state, or local laws, Contractor assumes all responsibility of same and acknowledges that Purchaser has no responsibility for making any such payments.

Contractor shall immediately notify Purchaser if it becomes aware of any restrictions or claims by third parties that, if true, would contradict Contractor's warranties and representations set forth in this Section 4.

5. Insurance.

- A. Prior to Contractor's entry upon Purchaser's premises and throughout the Term, Contractor shall (a) procure and maintain the insurance described below from reputable insurers that carry a minimum AM Best rating of A-, VII, authorized to do business in Pennsylvania and otherwise acceptable to Purchaser and (b) present a current Certificate of Insurance, evidencing the required coverage and identifying Greenwood Racing, Inc. as the Certificate Holder, delivered to Parx Casino, 2999 Street Road, Bensalem, PA 19020, Attn: Legal Department.
- B. Except for professional liability coverage, all insurance shall be written on an "occurrence" basis and not on a "claims made" basis. "Greenwood Racing, Inc. and all parents, subsidiaries and affiliates, and their respective agents, officers, members, directors, employees, successors and assigns ("Additional Insureds") shall be named as additional insureds on all policies except Workers Compensation and Professional Liability for ongoing and completed operations. The coverage for an Additional Insured shall apply on a primary and non-contributory basis. Contractor shall provide an endorsement stating that the coverage afforded as Additional Insured will be primary and non-contributory to any other coverage available to Purchaser, shall include a waiver of subrogation in favor of Greenwood Racing, Inc. and Additional Insureds, and that no act or omission of Greenwood Racing, Inc. or Additional Insureds shall invalidate such coverage. Contractor shall also provide endorsements for all policies stating that a Notice of Cancellation will be provided to Purchaser with advanced notice.
- i. Workers Compensation and Employer's Liability
- Workers Compensation: Statutory limits
  - Employer's Liability: \$1,000,000 each accident – bodily injury by accident; \$500,000 each employee – bodily injury by disease; \$500,000 policy limits – bodily injury by disease.
- ii. General Liability Insurance
- Limit of Liability: \$2,000,000 per occurrence for bodily injury including death and property damage; \$2,000,000 personal & advertising injury; \$2,000,000 general aggregate and \$2,000,000 aggregate for products and completed operations.

- Coverage: Premises operations; blanket contractual liability; personal injury liability (employee exclusion deleted); products and completed operations; independent contractors, employees and as additional insureds; cross liability; and broad form property damage (including completed operations).

iii. Commercial Vehicle Liability

- Limit of Liability: \$1,000,000 per occurrence combined single limit for bodily injury including death and property damage
- Coverage: Owned, non-owned and hired vehicles. (Symbol 1)

iv. Umbrella or Excess Insurance

- In addition to the above-listed insurance, all events and conditions under this Agreement must be insured by means of a comprehensive umbrella or excess insurance policy that provides no less than ~~\$10,000,000~~ in excess coverage. *AT*

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- C. If any sub-vendors or contractors are engaged on behalf of Contractor to perform any services in connection with this Agreement, Contractor shall notify Purchaser of such event and ensure that such sub-vendors or contractors obtain and maintain, and provide evidence of insurance to Purchaser that complies with the requirements set forth above.
- D. **Failure to maintain the insurance required in this section will constitute a material breach and may result in termination of this Agreement, in Purchaser's sole discretion.**
- E. By requiring the insurance as set out in this section, Purchaser does not represent that coverage and limits will necessarily be adequate to protect Contractor, and such coverage and limits shall not be deemed as a limitation on Contractor's liability under the indemnities provided to Purchaser in this Agreement, or any other provision of the Agreement.
- F. If Contractor has secured any insurance coverage and/or limits (primary or excess basis) that exceed the minimum acceptable coverage specifications and/or limits set forth in Purchaser's insurance requirements, the specified coverage and limits listed within the insurance requirements shall increase to the full extent of the coverage and limits of liability obtained under the policy, and in no event shall the coverage and/or limits provided be less than the minimum insurance requirements outlined herein.

6. Indemnification of Purchaser.

- A. To the fullest extent permitted by law, Contractor agrees to indemnify, defend, and hold harmless Purchaser, its parent, subsidiary, affiliate, and successor companies, and its and each of their respective officers, directors, members, managers, partners, principals, licensees, employees, agents, Purchasers, and representatives ("Indemnified Parties") from and against any and all liability for loss, damage, and expense (including, without limitation, attorney's fees and court costs) for which the Indemnified Parties may be held liable or incur by reason of injury or harm (including death) to any person (including without limitation, Contractor's employees, agents, sub-vendors and contractors, and Purchaser patrons) or damage to the Premises or any property of whatsoever kind or nature arising out of or in any manner connected with (i) the use, misuse, erection, maintenance, operation, or failure of any machinery or equipment, whether or not such machinery or equipment was furnished, rented, or loaned by any of the Indemnified Parties; (ii) the Work, actions or inactions of Contractor, or any sub-vendors, contractors, employees, or agents of Contractor on or around the Premises; (iii) the breach by Contractor of any of the representations, warranties, covenants or conditions contained in this Agreement; (iv) any claim for unpaid fees, costs or wages by any independent contractor or employee retained by Contractor to provide services related to the Agreement; or (v) the use of the Premises or other areas used by Contractor which are otherwise accessible to the public, Purchaser employees, guests, or independent contractors, or Contractor's employees, guests, or independent contractors ("Claims"), even for, and if caused in part by, any act, omission, or negligence of the Indemnified Parties ("Indemnified Acts"). It is expressly understood and agreed that the indemnity and defense contained in this Addendum covers Claims by Contractor's employees and that Contractor expressly waives any immunity and defense to this indemnification obligation which may arise under the Workers Compensation Act of any state. In addition, Contractor shall defend the Indemnified Parties against any claim which may potentially give rise to indemnification of the Indemnified Parties, even if such claim alleges that the Indemnified Parties are wholly or partially at fault or strictly liable for causing the loss.
- B. If indemnification for the Indemnified Parties' negligence or other level of liability is expressly prohibited by law, such defense shall continue until it is conclusively established by a court of competent jurisdiction that: 1) the Indemnified Parties are solely liable for causing the bodily injury or property damage alleged; and 2) that neither Contractor, nor its employees, nor anyone for whom Contractor may be liable, is liable for causing any part of the bodily injury or property damage for which defense and indemnification is sought.

- C. If any provision herein is found by a court to be invalid or unenforceable for any reason, such provision shall be construed and/or reduced or reformulated by the court in such a way as to make it valid and enforceable to the maximum extent possible. Any invalidity or unenforceability of any provision shall attach only to such provision and shall not affect or render invalid or unenforceable any other provisions herein, shall not constitute a waiver of any common law indemnification rights, or render invalid or unenforceable any other portion of the Agreement.
- D. Purchaser reserves the right to take exclusive control and defense of any claim involving an Indemnified Act, and Contractor will cooperate fully with Purchaser in asserting any available defenses. In the event that Purchaser is successful in filing suit against Contractor to enforce this indemnification provision, Contractor shall pay Purchaser's reasonable attorney's fees and court costs.
- E. Contractor's indemnification obligations are set forth in this Section 6 shall continue after termination or expiration of this Agreement.

7. Termination for Default.

A. Purchaser may terminate this Agreement, without penalty, five (5) days after written notice to Contractor, (i) if Contractor does not obtain and furnish proof of the insurance described in Section 5 or if Purchaser is not provided at the time specified with the requisite insurance certificates, or if the above-described insurance is terminated, altered, or changed in a manner not acceptable to Purchaser, (ii) if Contractor violates any of the terms, conditions, covenants, warranties or representations set forth in Sections 2, 4, 6, 15 or 16 of this Agreement, or (iii) if Contractor becomes insolvent, files a voluntary bankruptcy petition, has an involuntary bankruptcy petition filed against Contractor, has a receiver or trustee appointed for Contractor, or has an execution of an assignment of the benefit of creditors of Contractor, that is not vacated or nullified within fifteen (15) calendar days of such event.

B. Contractor may terminate this Agreement, without penalty, if Purchaser fails to make payments when due pursuant to Section 3 and Purchaser fails to cure its breach within five (5) days after written notice of breach to Purchaser.

8. Termination for Convenience. Either party may terminate this Agreement upon thirty (30) days' prior written notice to the other party.

9. Non-Exclusivity. Contractor has other clients requiring similar services and will provide its services to them, provided the services provided to

Purchaser hereunder are not delayed, Purchaser's business operation is not impaired and Purchaser's confidential and/or proprietary information is not disclosed in the course of such services. Purchaser may secure services contemplated by this Agreement from any other source during the Term.

10. Assignment. Contractor shall have no right to assign this Agreement without the prior written approval of Purchaser, and any attempted assignment in violation hereof shall be void and of no force or effect.

11. Inconsistent Terms; Entire Agreement; Modifications. This Agreement expresses and contains the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes and replaces any and all prior agreements and understandings, either oral or written, with respect to the subject matter hereof. This Agreement may not be modified, altered or amended except by a written instrument signed by all parties. To the extent that the terms set forth in this Agreement conflict with the terms of any prior agreements between the parties or any purchase orders between the parties, the terms in this Agreement control.

12. Counterparts. This Agreement may be executed in counterparts, each of which shall be an original, but all of which together shall constitute one and the same agreement. Facsimile, electronically scanned, electronic and/or digital signatures shall be deemed original for all purposes.

13. Governing Law & Forum Selection. This Agreement shall be construed and interpreted under the laws of the State of Pennsylvania, except its choice of law rules. The parties irrevocably submit and consent to the sole and exclusive jurisdiction of the state court of Pennsylvania in Bucks County and expressly waive any right they may have to seek any change of jurisdiction or venue.

14. Independent Contractor. This Agreement is made by and between Purchaser and Contractor for the sole purpose of providing the goods and services described in Section 2. Contractor is not a promoter or co-promoter of any events at the Premises, nor shall its role be presented or described as such. The relationship created by this Agreement is that of independent contractors, and nothing contained in this Agreement shall be deemed or construed as creating any partnership, joint venture, employment relationship, agency or other relationship between the parties. Neither party shall have the right, power or authority to waive any right, grant any release, make any contract or other agreement, or assume or create any obligation or responsibility, express or implied, on behalf of or in the name of the other party or to bind the other party in any manner for anything whatsoever or otherwise to act in the name of the other party. No officer, employee, agent, or servant of either party shall be deemed at any time to be an employee, servant, or agent of the other party for any purpose

whatsoever. Each party shall require all of its personnel to refrain from making any representation by word or conduct whereby any other person might understand or believe that such persons are employees, agents, or servants of the other party.

15. Gaming Control Board. Contractor acknowledges that Purchaser is a slot machine licensee pursuant to the Pennsylvania Race Horse Development and Gaming Act (the "Gaming Act") and that, pursuant to the Gaming Act, Contractor may be required to file certain applications, registrations or other documentation with the Pennsylvania Gaming Control Board ("PGCB") in connection with the provision by Contractor of the goods and services described herein. Contractor agrees that it will promptly file and maintain such documentation and other information if it is required by PGCB. Notwithstanding any other provision of this Agreement, Contractor acknowledges and agrees that in the event that (a) Contractor fails to provide such documentation or information on a timely basis to PGCB, or (b) Purchaser identifies a reasonable threat of detriment to its gaming licenses from the continuation of this Agreement, then Purchaser shall be entitled to terminate this Agreement without liability to Contractor, other than for payment for goods and services properly provided by Contractor prior to the date of termination, subject, however, to any restrictions that may be imposed upon Purchaser by PGCB or the Gaming Act or regulations promulgated thereunder.

16. Confidential Information.

A. During the Term, Contractor and its officers, directors, shareholders, employees and agents may gain access or be exposed to certain confidential and proprietary information relating to the business of Purchaser, including, without limitation, plans, operations, products, services, policies, business methods, sales information, and such other information, which shall remain confidential and proprietary and will be used solely for the purpose of the services described in this Agreement and for no other purpose; provided, however, that (a) such information may be disclosed by Contractor to such employees and contractors of Contractor who are informed of the confidential nature of such information and provided each such representative keeps this information confidential and shall be deemed bound by the terms hereof to the same extent as if the representative was a party hereto, (b) any disclosure of such information may be made to which Purchaser has consented in writing, and (c) Contractor and its representatives may disclose such information if required by subpoena or court order, provided that Contractor provides Purchaser advance written notice and an opportunity to file an objection to the disclosure. Contractor will be responsible for any breach of this Section 17 by it or its representatives. Upon termination or expiration of the Agreement, Contractor shall return all of Purchaser's confidential and proprietary information to Purchaser.

B. Contractor shall not publish, distribute, or use any information relating to this Agreement or use Purchaser's name (or the name of any division, affiliate or subsidiary thereof), logo, trademark, service mark or trade dress for the purpose of advertising, making a news release, creating a business reference, for product or service endorsements without the prior written approval of Purchaser.

C. The obligations in Section 16 shall survive termination or expiration of the Agreement and may be enforced by injunctive relief or other equitable or legal remedies without the necessity of proving inadequacy of legal remedies and without proving irreparable harm.

17. Notices. All notices or other communication required under this Agreement shall be in writing and shall be delivered either by personal delivery, or by overnight, certified, or registered mail, return receipt requested, postage prepaid by United States mail, addressed as follows:

Contractor: Event Technologies Group  
1201 North 3<sup>rd</sup> Street, Unit 329  
Philadelphia, PA 19122  
Attention: Anthony Tortorice, Jr.  
Telephone No: 267-246-8002 (direct); 800-918-6540  
Fax No: 215-689-4894

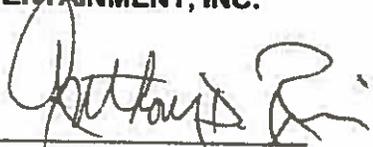
Purchaser: Greenwood Gaming & Entertainment, Inc.  
2999 Street Road  
Bensalem, PA 19020  
Attention: Nathan Powell and Tom Bonner, Esq.  
Telephone No: 267-223-3820; 267-223-3812

18. Waiver. No course of dealing or delay by either party to this Agreement in exercising any right, power or remedy under this Agreement will operate as a waiver of any right, power or remedy of that party, and no waiver by a party of a breach of any provision of this Agreement will not be considered or constitute a waiver of any succeeding breach of the provision or a waiver of the provision itself.

19. Severability. If any covenant, term or provision of this Agreement is deemed to be contrary to law, that covenant, term or provision will be deemed separable from the remaining covenants, terms and provisions of this Agreement and will not affect the validity, interpretation or effect of the remainder of this Agreement.

**IN WITNESS WHEREOF**, the parties have executed this agreement on the date first written above.

**GREENWOOD GAMING &  
ENTERTAINMENT, INC.**

By: 

Anthony D. Ricci, CEO

**FIRST PHILADELPHIA LABOR  
SERVICES LLC, d/b/a EVENT  
TECHNOLOGIES GROUP**

By: 

Name: Anthony TORTORICE JR

Title: President

**EXHIBIT "A"**  
**Purchase Order Form**

Part 1. **TO: (Name of Purchasing Agency)** \_\_\_\_\_

Address \_\_\_\_\_  
City \_\_\_\_\_  
State \_\_\_\_\_  
Zip \_\_\_\_\_

Part 2. **FROM: (Name of Supplier)** \_\_\_\_\_

Address \_\_\_\_\_  
City \_\_\_\_\_  
State \_\_\_\_\_  
Zip \_\_\_\_\_

Part 3. **DESCRIPTION OF MATERIALS:** \_\_\_\_\_

Part 4. **QUANTITY:** \_\_\_\_\_

Part 5. **UNIT PRICE:** \_\_\_\_\_

Part 6. **TERMS:** \_\_\_\_\_  
Part 7. **DATE:** \_\_\_\_\_  
Part 8. **BY:** \_\_\_\_\_



PURCHASE ORDER NO.

Date  
Vendor ID

### STANDARD PURCHASE ORDER TERMS AND CONDITIONS

This purchase order ("Order") is subject to the specifications, terms, and conditions stipulated and/or referenced herein and on the face (front) page of the Order. Acceptance is limited to the terms and conditions herein set forth, and Givenswood Gaming and Entertainment, Inc. and its subsidiaries and affiliates ("Buyer") hereby objects to any terms or conditions varying the terms hereof in any written acknowledgment or statement of acceptance; such terms shall be of no force or effect. To the extent that any typewritten or rubber-stamped provision of this Order is inconsistent with any printed provision, the typewritten rubber-stamped provision shall govern. This Order constitutes the entire agreement between Seller and Buyer, and may be changed or modified only by written instrument signed by Buyer's authorized representative.

1. **Governing Law and Jurisdiction.** The parties acknowledge and agree that any offer and acceptance by the parties shall be a contract made in the Commonwealth of Pennsylvania, United States. All questions pertaining to the validity, construction, execution and performance of this agreement shall be construed and governed in accordance with the domestic laws of the Commonwealth of Pennsylvania without giving effect to principles of conflict of laws. (Seller agrees that the Pennsylvania state courts located in Doylestown, Bucks County, Pennsylvania (or if there is exclusive federal jurisdiction, the United States District Court for the Eastern District of Philadelphia) shall have exclusive jurisdiction and venue over any dispute arising out of this purchase and agreement.

2. **Price.** The price shall not be higher than that appearing on the face of this Order. Unless otherwise stated on the face of this Order, all prices are in United States Dollars (USD).

3. **Packing and Shipment.** No charge will be assessed against Buyer for packaging, crating, cartage or storage unless otherwise designated in this Order. Goods purchased under this Order (the "Goods") shall be suitably packed by Seller to protect the contents, to secure the lowest transportation costs, and to conform to the requirements of common carriers and all applicable regulations. Seller shall place Buyer's Order number on the outside of each shipment hereunder and on all documents relating to such shipment.

4. **Title, Risk of Loss and Delivery.** All shipments shall be delivered F.O.B. destination designated by Buyer in its Order otherwise in writing. Title in and risk of loss or damage to the goods shall pass to Buyer upon delivery to the destination designated by the Buyer in its Order or otherwise in writing. Unauthorized advance shipments and shipments other than for the quantity ordered are returnable at Seller's expense. Unless otherwise agreed in writing, Seller shall not make any material commitments or production arrangements in excess of the amount or in advance of the time necessary to meet Buyer's delivery schedule, except at Seller's own risk.

5. **Warranties.** Seller warrants that all Goods shall be reasonably fit for the purpose intended by the Buyer.

6. **Inspection and Acceptance.** Buyer reserves the right to inspect all Goods prior to shipment by Seller at Buyer's expense. Buyer shall nevertheless receive all Goods subject to final inspection and approval after delivery at destination. Final inspection and acceptance shall be within 60 days. Defective Goods may be returned at Buyer's option for refund, credit or replacement at Seller's expense.

7. **Taxes and Surcharges.** Except as may be otherwise provided in this Order, the price includes all applicable federal, state, local, provincial or national taxes, except sales taxes. Tax and surcharge fees shall appear as separate lines on this Order and subsequent invoice. However, Buyer shall reimburse Seller only in those cases where it does not have a valid exemption certificate.

8. **Confidentiality.** Seller shall not publish, distribute, or use any information relating to this purchase order or use the Buyer's name (or the name of any division, affiliate or subsidiary thereof), logo, trademark, service mark or trade name for the purpose of advertising, making a news release, creating a business reference, for product or service endorsements without the prior written approval of Buyer.

9. **Intellectual Property.** Seller warrants that the sale, use or incorporation into manufactured products of all machines, parts, components, services, devices, material and rights furnished or licensed hereunder which are not of Buyer's design, composition or manufacture shall be free and clear of infringement of any valid patent, copyright, trade mark or other proprietary rights. Seller shall indemnify and save Buyer and its customers harmless from any and all expenses, liability and loss of any kind (including all costs and expenses including attorneys' fees) arising out of claims, suits or actions alleging such infringement, which claims, suits or actions Seller hereby agrees to defend. Seller may replace or modify any infringing goods with comparable goods acceptable to Buyer or substantially the same form, fit and function so as to remove the source of infringement.

#### 10. Compliance with Laws

- (a) Seller shall comply at its own expense with all applicable laws, ordinances, regulations and codes (collectively "Laws") in performance under this order. Seller agrees to indemnify Buyer against and to hold Buyer harmless from any loss or expense arising from Seller's noncompliance with any applicable Laws.
  - (b) Seller warrants that the materials to be furnished and the services to be rendered under this Order shall be manufactured and sold in compliance with all relevant federal, state, local laws and regulations and applicable international prohibitions on child labor.
  - (c) Seller warrants that it has not offered or given and will not offer or give to any employee, agent or representative of Buyer any gratuity or any kickback or thing of value prohibited by any applicable law. Any breach of this warranty shall be a material breach of such and every contract between Buyer and Seller.
  - (d) Seller shall comply with all rules and regulations of the Pennsylvania Gaming Control Board with respect to registration or certification requirements and any other applicable vendor regulations.
- (e) All contracts between Buyer and Seller shall be subject to the rules and regulations of the Pennsylvania Horse Racing Commission and the Pennsylvania Gaming Control Board (the "Agencies"). Either of the Agencies shall have the right to approve or disapprove of any contract, in their discretion, at any time. Buyer shall be permitted to withhold any payment from Seller if directed to do so by either Agency.
- (f) If a Vendor is found to be in violation of the personal or financial integrity obligations of the Gaming regulations (Chap. 437A-11 (b)), any agreement or contractual relationship with a slot machine licensee shall be terminated.

11. **Force Majeure.** Neither party shall be held responsible for any delay or failure in performance of any part of this Order to the extent such delay or failure is caused by flood, strike, civil unrest, government or military authority, act of God or other similar causes beyond its control and without the fault or negligence of the delayed or non-performing party or its sub-contractors provided that (a) such party gives prompt notice and (b) takes reasonable steps to mitigate the duration of the delay or failure of performance. In the event a party's delay or non-performance continues for a period of at least fifteen (15) days, the other party may terminate this Order without liability.

12. **Termination for Convenience.** In addition to all other rights and remedies, Buyer shall have the right to terminate this order, in whole or in part, without cause, without liability upon notice in writing to the Seller. Buyer shall have no liability for termination of this Order provided the Buyer gives written notice to Seller (i) in at least five (5) business days prior to shipment of Standard Goods (i.e., inventory items) or (ii) thirty (30) business days prior to shipment of Custom Goods (i.e., special or custom ordered items).

13. **Termination for Default.** In addition to the rights conferred in paragraph 12, Buyer may terminate this Order for default, without any Buyer liability to Seller, if seller fails to make any delivery in accordance with the schedule set forth herein, or for failure to comply with any of the other requirements on terms and conditions of this Order, or for failure to make progress under this order so as to endanger performance of this Order. In the event of termination for seller's default, Buyer may procure the Goods elsewhere and on such terms as Buyer deems appropriate, and seller shall be liable for excess re-procurement costs. Further, Seller shall be liable to Buyer for any other remedies at law or equity.

14. **Assignment.** Seller may not assign any rights or obligations due or to become due under this Order without the prior written consent of Buyer. Any purported assignment by Seller with or without such consent shall be void and of no effect. Buyer may assign this Order to (a) any affiliated company, (b) any successor in interest, or (c) Buyer's customer.

15. **Waiver.** Failure of Buyer to insist upon performance of any terms of this Order or to exercise any rights hereunder shall not be construed as a waiver or relinquishment of the future performance of any such term or condition, or the future exercise of such right.

16. **Payment.** Invoice shall be paid only on delivered and accepted Goods in accordance with the terms of this Order. Due dates for payments shall be computed from the later of the date on which (i) Buyer receives a correct invoice, or (ii) Buyer receives the Goods described in such invoice. For purposes of determining discounts, the date of payment shall be the date the check is mailed to Seller.



PURCHASE ORDER NO.

Date  
Vendor ID

Payment of the invoice shall not constitute acceptance of the Goods and shall be subject to an appropriate adjustment for failure of Seller to meet the requirements of this Order. Any cash deposits or advances are fully refundable upon Seller's failure to meet the delivery schedule.

17. Delivery Terms. Unless otherwise provided on the face of this Order, transportation from all domestic (U.S.) shipping points is F.O.B. destination to the Buyer's facility at the address shown on the Order. The term "F.O.B. destination" as used in this clause, means free of expense to the Buyer on board the carrier's conveyance, at a specified delivery point where the Buyer's facility is located. Unless otherwise provided on the face of this order, transportation from all shipping points outside the United States is DDU (Incoterms 2000) to Buyer's facility at the address shown on the Order.

18. Insolvency. Buyer may cancel this Order without liability in the event of (i) insolvency of the seller, (ii) filing of a voluntary petition in bankruptcy by Seller, (iii) filing of any involuntary petition in bankruptcy against Seller, (iv) appointment of a receiver or trustee for Seller, or (v) an execution of an assignment for the benefit of creditors by Seller, provided that such petition, appointment or assignment is not vacated or nullified within fifteen (15) calendar days of such event.

19. Order of Preference. In the event of any inconsistency or conflict between or among the provisions of this Order, such inconsistency or conflict shall be resolved by the following descending order of preference: 1) Typed provisions set forth in the Order, 2) Documents incorporated by reference on the face page(s) of this Order, 3) Printed or standard terms and conditions either referenced herein and/or set forth on the reverse side of the face page(s) of the order, 4) Statement of Work, and 5) Specifications attached hereto or incorporated by reference. Buyer's specifications shall prevail over those of the Seller.

20. International Transactions. Payment will be in United States dollars (unless otherwise agreed to by specific reference in the Order).

21. Indemnity. As to Vendor-provided services, Vendor agrees to protect, defend, hold harmless, and fully indemnify Buyer from and against third party claims for bodily injury including death, or property damage to the extent caused by the negligent acts or omissions of Vendor's employees, agents, or subcontractors in performing services hereunder, and for all penalties or fines imposed on Buyer by a regulatory agency as a result of Vendor's failure to observe its obligations hereunder. Vendor indemnification is conditioned upon (a) Buyer provision of timely notification of claims and all reasonable documentation and assistance and (b) Vendor's assumption of the claim defense to include the right to oppose or settle same at its reasonable discretion.

**NOTICE TO BIDDERS - PENNSYLVANIA GAMING LAW SECTION 1213  
PROHIBITIONS CONCERNING FELONY CONVICTIONS**

All bidders are hereby notified of the provisions of section 1213 of the Pennsylvania gaming laws which may prohibit registration or certification of any bidder who has an owner, director, officer or principal "who has been convicted of a felony or gambling offense in any jurisdiction ... unless 15 years has elapsed from the date of expiration of the sentence for the offense."

If you believe that the provisions of this section of the gaming laws may apply to you or your company, you are required to bring this matter to the attention of Philadelphia Park Casino ("PPC") prior to submission of your bid. Submission of a bid without accompanying notice to PPC that section 1213 may apply to you or your company constitutes (1) your representation that section 1213 does NOT apply and (2) your agreement that PPC shall have no liability or obligation to you or your company in the event that work or payments are disrupted by directive of the Pennsylvania Gaming Control Board on the basis of matters related to section 1213.

**EXHIBIT "B"**  
**Rate Schedule**

1. Four (4)-hour minimum calls, per person, per call
2. \$60.00 per hour, per person
3. Overtime rate: \$90.00 per hour, per person after ten (10) hours, per person, per day
4. Holiday rate: \$120, per hour, per person on the following holidays: New Year's Day, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas. Holiday overtime rate: \$180 per hour, per person, after ten (10) hours, per person, per day. However, holiday rate and holiday overtime rates do not apply if Purchaser books at least two (2) weeks in advance, with a six (6)-hour minimum call on a holiday.