
LABOR PEACE AGREEMENT



Entertainment District — Vibrant Mixed-use Destination

Labor Peace Agreement

A copy of any labor peace agreements with labor organizations that are actually engaged in representing gaming or hospitality industry workers in the State. If the Applicant has not entered into such agreements, provide an instrument stating that it will enter into such labor peace agreements and maintain such labor peace agreements in place during the term of a License.

The Coney and our affiliated entities, including Thor Coney Island Entertainment LLC, Saratoga Casino Development LLC, and GGS, believe that our success is rooted in the strength, dedication, and well-being of our employees. That's why we've entered into this Labor Peace Agreement with the Hotel and Gaming Trades Council, AFL-CIO (hereinafter, "the Union")—a reflection of our commitment to fostering a fair, respectful, and transparent workplace for all at The Coney.

This Labor Peace Agreement is more than just a legal document; it's a statement of our values. It ensures that every employee will have the freedom to decide whether to join a union without fear of intimidation, coercion, or undue influence. We recognize and respect the rights of our future employees as guaranteed under the National Labor Relations Act, and we are proud to uphold those rights by maintaining a neutral stance during any union organizing efforts. Our leadership and management teams will be committed to refraining from actions or statements that could sway employees' decisions, ensuring an environment where their voices can be heard freely and fairly.

Through this Labor Peace Agreement, we will establish clear, cooperative processes with the Union to avoid disruptions to our operations. We've agreed to a framework that prohibits strikes, lockouts, or work stoppages during organizing activities (other than in the

limited circumstance that either party does not abide by the terms of an arbitration decision), providing stability for both our employees and our guests. This reflects our dedication to maintaining a thriving business environment while honoring the rights of our workforce.

Furthermore, we have committed to transparency in our hiring practices. We will notify the Union of upcoming job opportunities, allowing it to refer qualified candidates, while ensuring that hiring decisions are based solely on merit and qualifications. This collaboration strengthens our workforce and promotes diversity and fairness.

This Labor Peace Agreement also ensures continuity and stability, as its terms will remain in effect through

any future changes in ownership or management. We view this as a long-term commitment to labor peace and employee rights.

At the heart of the Labor Peace Agreement is our belief that a respectful partnership with our employees and their representatives leads to a stronger, more vibrant workplace. We are proud to stand alongside the Union in this shared commitment to fairness, integrity, and mutual respect.

The attached agreement between TSG and the Union is fully executed and represents the two organizations' mutual commitment to labor harmony.



Ground Level — Casino Lobby

APPENDIX

AGREEMENT

AGREEMENT made this _____ day of February 6, by and among the Hotel and Gaming Trades Council, AFL-CIO (“Union”), Thor Coney Island Entertainment LLC, Saratoga Casino Development LLC, Global Gaming Solutions LLC¹, and their joint venture, TSG CONEY ISLAND ENTERTAINMENT HOLDCO LLC, a Delaware limited liability company, and any of their affiliated or related entities, on their own behalf and on behalf of any current or future owner, operator or manager of any hotel or casino located in the state of New York, as well as their respective successors or assigns (collectively, “Employer”).²

WHEREAS, the parties wish to ensure that employees in the below described bargaining unit(s) (“Employees”) in each facility or operation subject to this Agreement have the opportunity to express their desire whether or not to be represented for purposes 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 (“NLRB”), Courts, or other governmental agency; and

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(s) 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.”
2. The parties acknowledge and agree that the Bargaining Unit(s) described herein are appropriate.

¹ Global Gaming Solutions, LLC, and any successor entity, agrees that it is a party to this Agreement and consents to its enforcement in federal court. Notwithstanding, the Chickasaw Nation, a federally recognized Indian tribe which wholly owns Global Gaming Solutions, LLC, is not waiving its sovereign immunity by Global Gaming Solutions, LLC, entering into this Agreement. Nothing herein is intended to affect or limit the Nation’s sovereign status, its treaty rights, powers, and/or immunities as protected by federal law, or to subject it as Nation to any jurisdiction under the National Labor Relations Act. Nothing herein should be construed as in any way rendering the Chickasaw Nation or any of its agencies an “Employer” in law or fact. Further, any Global Gaming Solutions, LLC, entry to this Agreement is intended and shall be construed as solely and exclusively relating to gaming and hotel activities in the State of New York.

² The term “Employer” shall also include, but not be limited to, any person, firm, partnership, corporation, joint venture or other legal entity which substantially controls any Employer or is substantially under the control of: (a) any Employer; (b) one or more principal(s) of any Employer; or (c) a subsidiary or parent of any Employer.

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.
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, including any picketing, strikes, slow downs, work stoppages, sympathy strikes, sit ins, refusal to handle merchandise or similar interference with operations. 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.
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 premises to meet with Employees during the Employees' non-working times (for example, before work, after work, and during shift changes, meals and breaks) and/or during such other periods as the parties may mutually agree upon in writing. The Union may engage in organizing efforts in non-public areas such as the Employee meal rooms and locker rooms or such other non-public areas as the parties may mutually agree upon.
8. Within three (3) business 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, telephone numbers and email addresses 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 in the Bargaining Unit(s) 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. At any time 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 and job classifications 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. If the Union is certified as the majority representative, the Employer shall 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. In the event the parties are unable to promptly reach an agreement following certification by the Arbitrator, the parties agree that the Arbitrator shall act as an interest arbitrator and resolve any disputes regarding the terms of the collective bargaining agreement.
15. The arbitrator referred to herein shall be the IWA Office of the Impartial Chairperson.
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 Southern District of New York.
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, including, but not limited to, questions concerning arbitrability, whether substantive or procedural, 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 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 charge before the Board, and agree that the Arbitrator shall be the exclusive forum in which to resolve any such dispute.
21. 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.
22. This Agreement shall be binding on the successor and assigns of the parties hereto, including, but not limited to, any concessionaire or subcontractor which performs

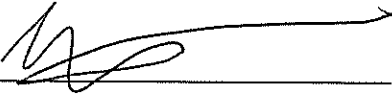
bargaining unit work, or entity which has or acquires an ownership, operational or management interest in the Employer or to which the Employer sells, transfers, or assigns any right, title, or interest, in accordance with Article 59 of the IWA, the entirety of which is incorporated herein by reference ("Successor"). The parties acknowledge that failure to affirmatively bind any such successor or assign shall result in irreparable harm to the non-breaching party. The Employer shall cause any such Successor to execute a Successor & Assign Agreement identical to this Agreement prior to and as a condition of any transfer cognizable hereunder and provide a copy of such to the Union (replacing the corporate names in the preamble with the name of such Successor).

23. 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.

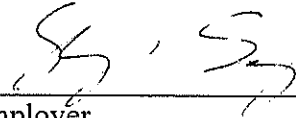
24. The parties hereto are fully authorized to enter into and execute this Agreement.

Agreed and Accepted:

Date: February 8, 2023



Union



Employer

Name: Richard Maroko

Name: Skip Seeley

Title: President

Title: President/CEO

Authorized to sign

Authorized to sign

EXHIBIT A

Included: Hotel, Conference Center, Restaurant, Bar, Banquet, VLT, Casino, Slot Attendants, Cashiers (including booth and cage), Hard and Soft Count Employees, Change Persons, Carousel Attendants, Dealers, Hosts, Guest Service and Players' Club Representatives, Housekeeping, Cleaners, 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, Security, and Concierge.

Excluded: Statutory supervisors, managers, and confidential employees.