PROJECT LABOR AGREEMENT

This Project Labor Agreement (the "Agreement") is made and entered into as of December 1, 2007, by and between University Hospitals Health System, Inc. ("UH"), as owner of the Covered Projects (as defined below) and as an employer as defined in the Labor Management Relations Act of 1947, as amended, and The Cleveland Building and Construction Trades Council (the "Unions") (the Union and UH are collectively, the "Parties").

WHEREAS, UH is the owner of the projects listed on Attachment A (the "Covered Projects");

WHEREAS, UH has agreed to incorporate this Agreement as an exhibit to all agreements (unless specifically excepted herein) among UH, its construction managers and/or trade contractors on the Covered Projects ("Contractors");

WHEREAS, it is essential and critical to UH's continued ability to provide premiere health care services that the Covered Projects are completed by Contractors who shall deliver the Covered Projects in a quality manner and on time and on budget;

WHEREAS, UH also desires to achieve certain societal goals through the construction of the Covered Projects, including, the implementation of certain diversity and residency initiatives, each as more fully described herein;

WHEREAS, one of the requirements of this Agreement is that UH will require Contractors to be party to the usual and ordinary agreement with the Unions (the "Trade Agreements") for any construction work to be performed by the Contractors in regard to the Covered Projects unless specifically excluded herein; and

THEREFORE, UH and the Unions hereby agree as follows:

1. UH agrees to incorporate this Agreement as an exhibit to become a part of each agreement with UH for each of the Contractors engaged by UH (or its construction managers) as the owner of the Covered Projects unless the construction project performed by the Contractor is excluded from the scope of this Agreement by paragraph 2 or the Contractor is excluded from the scope of this Agreement by paragraph 3.

2. UH shall have the right to exclude the following construction projects from the scope of the Covered Projects and coverage under this Agreement: (a) any construction project which UH, its construction managers or its Contractors determine requires specialized work which cannot be readily and timely performed by the Unions (e.g. the installation of MRIs, CT scanners, surgical lights and similar items); and (b) any construction project described in Paragraph 17. IfUH determines that a construction project is covered by this paragraph 2, UH shall notify the Unions of this determination in a timely fashion.

3. The Parties agree and acknowledge that testing laboratories, geotechnical consultants, environmental consultants, surveyors and other similar organizations and/or trades and their employees, materialmen, and suppliers which are not customarily organized as Union Contractors shall not be covered by this Agreement. Further, the parties hereto agree that the scope of the work is solely limited to the construction of the Covered Projects.

4. The Parties further agree and acknowledge that this Agreement does not apply to
additional work not owned and controlled by UH (e.g. any work performed by The Medical Center Company, public utility relocation etc.).

5. The Unions represent and warrant to UH that they represent all of the trades which are organized by unions and whose trades are required for construction of the Covered Projects. All of the parties hereto represent and warrant that they have the legal power and authority to execute, deliver and perform each of their respective obligations under this Agreement. Further, this Agreement has been duly executed and delivered by all of the parties hereto, and constitutes the legal, valid and binding obligation of all of the parties hereto, enforceable against each of the parties hereto in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, fraudulent conveyance or transfer, moratorium or similar laws affecting the enforcement of creditors' rights generally and by general principles of equity relating to enforceability (regardless of whether considered in a proceeding at law or in equity).

6. UH may contract with one or more construction managers, who shall be entitled, as agent(s) for UH, to enforce any and all of UH's rights under this Agreement. Such construction managers shall be required to acknowledge and execute this Agreement. UH and its construction managers agree that to the extent that a Contractor is able to perform the work that it is awarded it shall self-perform such work and shall not subcontract such work to any other Contractor.

II. TIME IS OF THE ESSENCE

7. The purpose of this Agreement is to ensure the timely construction in a cost-efficient and quality manner of the Covered Projects so that UH can retain its premier position among healthcare providers in the United States of America and to achieve the construction of the Covered Projects in a cooperative arrangement with the Unions, and in accordance with UH's policies and procedures, as may be amended from time to time and UH's Code of Conduct, as may be amended from time to time (collectively, the "UH Requirements"). In order to achieve this objective of critical importance to the Parties and the overall community, this Agreement is intended to provide and guarantee the efficient, cost effective, and uninterrupted construction of the Covered Projects.

8. Time is of the essence in the completion of the Covered Projects. Therefore, this Agreement establishes, among other things, binding rules and methods for the efficient employment of workmen and assignment of work, and the prompt settlement of all misunderstandings, disputes, grievances, and jurisdictional problems that may arise during the construction of the Covered Projects in order to assure complete continuity of operation and maintenance of harmonious and peaceful labor relations. The terms and conditions of this Agreement shall define and govern the relationship among UH and the Unions. The terms and conditions of this Agreement shall also supersede the terms and conditions of the Trade Agreements. However, it is understood and agreed by the Unions that UH, by reason of its execution or the implementation of this Agreement, shall not be considered to be a joint employer with or assume any of the liabilities of any of the Contractors.

III. UH'S AND THE UNIONS COLLABORATION WITH THE CITY

9. UH and the Unions hereby agree that each Party, with the City of Cleveland's (the "City") assistance, will voluntarily attempt to achieve certain goals more fully described in Attachment B, attached hereto and incorporated herein.

10. UH hereby agrees to apply this Agreement to Contractors working on the Covered Projects unless otherwise excluded from participation by this Agreement.
11. UH and the Unions acknowledge and agree that the terms of this Agreement supersede any requirements, obligations, or responsibilities not set forth in this Agreement.

**IV. UH'S COMMITMENT**

12. To the extent practical and feasible, at the sole and absolute discretion of UH, UH may incorporate Leadership in Energy and Environmental Design ("LEED") building standards into the demolition, design, construction and operation of all aspects of the Covered Projects. UH further agrees, to the extent practical and feasible, at the sole and absolute discretion of UH, to incorporate green building designs in the Covered Projects.

13. UH also agrees that it may, in its sole and absolute discretion, attempt to increase the procurement of suppliers with main or branch offices located in the City including, but not limited to, manufacturers and builders, technology providers, advertisers and marketers, and design professionals, and to encourage suppliers without main or branch offices in the City to establish main or branch offices located in the City.

**V. UNION PARTICIPATION/HIRING**

14. The Unions acknowledge the agreement by UH to voluntarily achieve certain goals as set forth in paragraph 9. The Unions agree to use their best efforts to assist UH in meeting the voluntary goals described in paragraph 9. The Unions also acknowledge and agree that they must comply with the UH Requirements.

15. The Contractors employed on the Covered Projects shall, in filling job vacancies, utilize the registration facilities and referral systems operated by the Unions in accordance with the provisions of the applicable federal and state laws. In addition to the other requirements set forth in this Agreement, the selection of applicants for work on the Covered Projects shall be on a nondiscriminatory basis and shall not be based on, or in any way affected by, union membership, bylaws, rules, regulations, constitutional provisions or any other aspect or obligation of union membership, policies or requirements.

16. No Party to this Agreement shall intentionally discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, handicap or age. If it becomes applicable to any of the Covered Projects, the Contractors and the Unions shall also comply with Presidential Executive Order No. 11246, and any amendments or successor orders.

17. The Unions agree to comply with and fully cooperate with Contractors in order to meet or exceed the goals established in paragraph 9. The Unions shall also provide UH, upon its request, with any non-confidential data, statistics and/or information that the Unions possess, relating to the goals established in paragraph 1 of Attachment B (the "Residency Goal"). The Unions also agree to provide UH with any other non-confidential data, statistics and/or information that the Unions possess, relating to the goals set forth in paragraph 9. The Unions also acknowledge and support UH's diversity goals for the Covered Projects. Specifically, UH will use commercially reasonable efforts to award 15% of the combined aggregate value of the Covered Projects and related vendor purchases to qualified City-certified MBE firms and 5% of the combined aggregate value of the Covered Projects and related vendor purchases to qualified City-certified FBE firms (collectively, the "Diversity Goal"). The Unions agree to comply with and fully cooperate with the Contractors in order to meet or exceed the Diversity Goal. Further, in the event that the Union Contractors are not available or qualified to meet the Diversity Goal, the Unions shall not object to non-Union Contractors being used by UH in regard to the Covered Projects. Notwithstanding any other provision of this Agreement, if UH determines, in its sole and absolute
discretion, that the Unions have failed to provide sufficient quality Union labor for the Covered Projects, then UH may take such steps as are reasonably necessary to maintain the schedule and budget of the Covered Projects which may include awarding construction contracts relating to the Covered Projects to non-Union Contractors.

18. The Unions will exert their best efforts, including requesting assistance from other local unions as well as the General Offices of the International Unions to recruit sufficiently skilled tradesmen and craftsmen to fulfill adequately the manpower and other requirements of this Agreement and the Covered Projects. However, Contractors shall retain the right to reject any applicant for employment.

VI. UNION SECURITY

19. It is agreed that except as otherwise herein expressly provided, UH will require all Contractors working on the Covered Projects to be party to a Trade Agreement with the appropriate member Unions and to the extent that the terms thereof are not inconsistent with this Agreement. Notwithstanding any other provision of this Agreement, the Parties hereby agree that any joint venture entity formed between a Union Contractor and a non-Union Contractor shall be a party to a Trade Agreement with the appropriate member Unions. Further, UH (or its construction managers and/or Contractors) agrees to use commercially reasonable efforts to achieve full compliance with the Trade Agreements, as modified by this Agreement, by all such Contractors on the Covered Projects. If any Contractor on any Covered Projects fails to abide by the duty to become a party to the appropriate Trade Agreement to the extent required by this Agreement or employs non-Union tradesmen at the site of a Covered Project, the Unions shall immediately notify such Contractor in writing. After such written notification, the Contractor shall have an opportunity to cure such failure within five business days of such written notification. In the event that such failure is not cured within the five-day time period, the Unions shall be entitled to immediately seek judicial relief, upon written notice to UH and the Contractor, to require the Contractor to become signatory to such Trade Agreement for purposes of the applicable Covered Project or to otherwise enforce compliance with the terms of such Trade Agreement. This provision for the right to seek immediate judicial relief supersedes and modifies any requirements for resort to arbitration that may be included in any of the agreements of particular affiliated Unions.

VII. NO STRIKE/NO LOCKOUT

20. Except as provided in paragraph 21 below, the Unions agree that there shall be no strikes (economic, unfair labor practice, sympathy or otherwise), slow downs, walkouts, boycotts, picketing (including informational), handbilling, or any other interference with efficient operations on the Covered Projects. Any Union that violates this contractual commitment shall be subject to appropriate injunctive relief in favor of UR pursuant to paragraph 23 hereof, and any employee who violates this contractual commitment shall be subject to immediate discharge.

21. In the event of a local area-wide strike over renegotiation of a local area-wide construction collective bargaining agreement by a signatory Union during the time any work an the Covered Projects is underway, UR has the option of honoring the strike or, at its sole discretion requiring that the Contractors continue to work on an interim basis under any appropriate retroactivity agreement(s) with the striking Union(s). Any incremental additional cost of such retroactive agreement shall be borne by the appropriate Contractors. The Unions agree that before any such strike or work stoppage that would affect UH on the Covered Projects occurs, it will give UH three weeks' advance written notice. UH shall then have two weeks after said written notice to notify the striking Union(s) in writing of its intent to honor the strike or to require that the Union(s) continue working on the Covered Projects, and the Unions agree to honor such election made by UH.
22. UR agrees there shall be no lockouts during the term of this Agreement. Any Contractor that violates this contractual commitment shall be subject to appropriate injunctive action and financial damages.

23. In the event of an alleged violation of the contractual commitments set forth in this Article, the aggrieved party shall not be required to resort to the normal settlement procedures. Instead, the aggrieved party shall have the right to enforce these commitments by an immediate ex parte injunction issued by the Ohio Federal District Court or the Cuyahoga County Common Pleas Court (at the sole discretion of the aggrieved party). Further, once the injunction has been issued, the aggrieved party shall retain the right to full legal and equitable relief, including appropriate financial damages against any violating party.

VIII. JURISDICTIONAL DISPUTES

24. Any dispute involving trade/craft jurisdiction originating from work assignments, work practices, collective bargaining agreements or any other cause shall be settled, off site without strikes, concerted activity, work stoppages, work slow downs, picketing or lockouts.

IX. GRIEVANCE AND ARBITRATION

25. If a worker has any grievance about the terms and/or application of this Agreement which are not covered by other provisions of this Agreement relating to dispute resolution, then such dispute shall be handled under the procedures set forth in the applicable collective bargaining agreements.

26. Furthermore, if the Parties to this Agreement have any disagreements over interpretation or application of this Agreement (including on-site compliance), the aggrieved party shall have the right to process such dispute under the expedited settlement and arbitration procedures of the American Arbitration Association (except where judicial action is specifically provided for in Paragraph 23 or any other provision of this Agreement).

X. COOPERATION AND WORK RULES

27. The current Trade Agreement of each craft Union signatory to this Agreement shall govern the construction work covered by this Agreement, except as specifically modified or altered herein. All Parties hereto strongly reaffirm their policy and commitment of a fair day's work for a fair day's wage. In that regard, each Union agrees that there should be no featherbedding or interference with efficiency and good productivity on the Covered Projects. The Unions shall hold themselves out to every Contractor on the Covered Projects and indicate a willingness to entertain special requests as the projects develop to modify general working rules set forth in their Trade Agreements, on a case-by-case basis, where reasonable requests from Contractors to make adjustments would further promote efficiency and good productivity.

28. The Parties specifically adopt the following provisions as work rules to be followed on the Covered Projects, even where they may conflict with current collective bargaining agreements:

a. The Unions agree to comply with The Construction Industry Substance Abuse Program ("CISAP"). The CISAP is more fully described in Attachment C, attached hereto and incorporated herein. The Unions further agree to cooperate with UH in its efforts to create a drug and alcohol free workplace;

b. The Unions agree to comply with UH's Project Safety Plan (the "Safety Plan"). The
Safety Plan is more fully described in Attachment D, attached hereto and incorporated herein; and

c. The Union agrees to comply with UH's Workers' Compensation Policy (the "WC Policy") applicable to the Vision 2010 Program. The WC Policy is more fully described in Attachment E, attached hereto and incorporated herein.

XI. MANAGEMENT RIGHTS

29. UH and the Contractors retain full and exclusive authority for the management of their operations and have no obligation to bargain over the exercise of their management rights. Except as expressly limited by the provisions of this Agreement, the Contractors have the exclusive right to direct their working forces, including but not limited to the rights to select and utilize the means, methods, techniques, procedures and tools and materials for construction, and to hire, schedule, select supervision and tradesmen, promote, transfer, layoff, discharge, and make and enforce work rules for employees. No rules, customs or practices shall be permitted or observed which in any way limit the selection or use of materials and equipment.

XII. SAVINGS CLAUSE

30. If any article or provision of this Agreement is declared invalid, inoperative or unenforceable by any competent authority of the executive, legislative, judicial or administrative branch of the federal or state government, the Contractors and the Unions shall suspend the operation of such article or provision during the period of its invalidity and shall substitute, by mutual consent to be reached within 30 days of such declaration, an article or provision that will meet the objections to its validity and will reflect the intent and purpose of the original article or provision. If the Parties cannot agree on a replacement article or provision, then either party has the right to pursue any and all of its remedies available to it pursuant to this Agreement.

31. If any article or provision of this Agreement shall be held invalid, inoperative or unenforceable by operation of law or by any of the above-mentioned tribunals of competent jurisdiction, the remainder of the Agreement or the application of such article or provision to persons or circumstances other than those as to which it has been held invalid, inoperative or unenforceable shall not be affected.

XIII. NOTICES

32. Unless provided otherwise in this Agreement, all notices required pursuant to this Agreement shall be in writing and given by certified mail, return receipt requested, and be deemed given three days after said notice is mailed by certified mail, return receipt requested, to the address of each party hereto set forth below their respective signatures hereto. Each party may change the individual and/or the address for service upon that party by providing notice to the other party as specified herein.

XIV. ASSIGNMENT AND ASSUMPTION

33. The Unions agree that UR shall have the right to assign its rights under this Agreement to one or more construction manager(s) and/or general contractor(s) for a Covered Projects provided each such construction manager and/or general contractor assumes all of UR's obligations hereunder with respect to such Covered Projects and provided, further, that such assignment shall not relieve UR from liability hereunder to the Unions.
XV. DURATION

34. This Agreement shall be effective as of the date hereof and shall expire upon the issuance of a final certificate of completion executed by VB for each of the Covered Projects.

XVI. APPLICABLE LAW AND CONFIDENTIALITY

35. The interpretation and enforcement of this Agreement will be governed by the laws of the State of Ohio.

36. Each of the Parties hereto hereby agrees that the existence of this Agreement and the terms and conditions contained herein shall be kept strictly confidential. A Party will not be considered in breach of this paragraph: If the revealing Party receives the prior written consent of all of the Parties hereto waiving the enforcement of this paragraph or if the revealing Party is ordered by a court of competent jurisdiction to reveal the terms and conditions of this Agreement.
UHCMC Cancer Hospital

UHCMC Center for Emergency Medicine UHCMC NeoNatal Intensive Care Unit UHCMC New Parking Garage

UHCMC Oxygen Farm Replacement UHCMC Service Building Project

UHCMC Dorms, Hanna Pavilion, Hanna Perkins, and Cleveland Hearing and Speech Building Demolitions

UCI Parking Lot Demolition Lot 13
The following goals shall apply to all construction work performed within the City and not otherwise exempt from the terms and conditions of this Agreement. Further, the City is designated as a third party beneficiary for the purposes of enforcing the provisions of this Attachment B. Each of the capitalized terms used herein has the same meaning as the meaning assigned to such term in this Agreement, unless otherwise stated:

1. UH shall require the Contractors to employ at least 20% City residents on the Covered Projects located within the City. All construction contracts for work subject to the jurisdiction of this Agreement shall include this requirement. The Unions agree to use their best efforts to assist UH and the Contractors in meeting the goals of this paragraph 1.

2. The Unions agree to recognize the Max Hayes' 9-12 building trades curriculum (currently being developed) as classroom time applied to the hourly apprenticeship requirement. The Unions shall participate in the development of the curriculum and support Max Hayes by a written agreement of cooperation between the Cleveland Municipal School District ("CMSD") and the Unions. Notwithstanding the foregoing, the Unions will use their best efforts to work with and assist the CMSD in achieving the goals of this paragraph 2 to the extent permitted by federal, state and local laws and the Joint Apprenticeship Training Councils of the respective Unions. UH shall use commercially reasonable efforts to require the Contractors and Unions to: (a) provide jobs to Max Hayes building trade graduates upon such graduates completing the training described in paragraph 4 of this Attachment B; and (b) use commercially reasonable efforts to place all interested Max Hayes building trades program graduates in permanent employment positions upon such graduates completing the training described in paragraph 4 of this Attachment B. The Unions agree to dedicate, on an annual basis, one UCIP/ASAP class to Max Hayes' Building Trades graduates which UH shall utilize such graduates on the Covered Projects.

4. The Unions acknowledge and agree that, as of the date of this Agreement, there are approximately 60 entry level UCIP/ASAP participants on an annual basis and approximately 48 new apprentices graduating from UCIP/ASAP on an annual basis. The Unions shall: (a) permit City residents eligible for Union membership to participate in the Covered Projects through UCIP/ASAP in all trades; and (b) require that all UCIP/ASAP board members actively promote the placement and retention of City residents in apprenticeship programs. Assuming UH commences construction work on a majority of the Covered Projects and meets its required labor projections for the Covered Projects, upon the third anniversary of this Agreement, the Unions shall use their best efforts to enroll sufficient entry level UCIP/ASAP participants and graduate sufficient UCIP/ASAP apprentices to meet UH's requirements.

5. The Unions shall afford the Mayor of the City the right to select one member of the UCIP/ASAP board.

7. All Contractors shall use their best efforts to place the highest priority on the creation of contracting opportunities for minority, female, and local-small business enterprises in Northeast Ohio. To accomplish these priorities, UH and the Contractors shall include appropriate, fixed percentages of the proposed construction work covered by the scope of this Agreement in bid documents, contract specifications and other contract documents to be targeted toward Northeast Ohio area minority, female, and local-small business enterprises whether as prime contractors or sub-contractors. UH and the Contractors shall cause the

8. Additionally, UH shall require its Contractors to select a protege business enterprise to mentor during the term of any Covered Project. The mentor shall provide bidding, financial, and technical assistance to the protege business enterprise as well as subcontractor or joint venture work. The mentor/protege relationship may be with an appropriate business enterprise performing construction work on a Covered Project. If the foregoing is impracticable, the mentor/protege relationship may be with a business enterprise certified by the Office of Equal Opportunity of the City ("OEO").

9. UH will utilize Union Contractors who joint venture with non-Union Contractors in regard to the Covered Projects to achieve its regionalism goals.

10. UH also will use commercially reasonable efforts to award 15% of the combined aggregate value of the Covered Projects and related vendor purchases to qualified City-certified MBE firms and 5% of the combined aggregate value of the Covered Projects and related vendor purchases to qualified City-certified FBE firms.

11. To assist UH, the Contractors and the Unions in the performance of their respective obligations set forth in this Attachment B, the City shall:
a) Through the OEO, provide the foregoing parties the following information and services upon the request of any party: lists of certified MBE and FBE firms, technical assistance to MBE and FBE firms performing work on a Covered Project which is subject to the jurisdiction of this Agreement; and

b) Through its Department of Building and Housing, provide expedited permitting for all construction projects located in the City.