

FINAL

PROJECT LABOR AGREEMENT

ARTICLE I

PURPOSE

This Agreement is entered into this _____ day of _____, 20__, by and between M+W Zander U.S. Operations, Inc. ("Zander"), its successors or assigns (hereinafter "Project Manager") and the New York State Building and Construction Trades Council, AFL-CIO on behalf of itself and its affiliates and Local Union members; the Greater Capital Region Building and Construction Trades Council, AFL-CIO, on behalf of itself and its affiliated Local Union members; and the signatory Local Unions on behalf of themselves and their members, and whose names are subscribed hereto and who have, through their duly authorized officers, executed this Agreement, hereinafter collectively called the "Union or Unions," with respect to the construction of the GLOBALFOUNDRIES U.S. Inc. Fab 2, Module 1 complex, hereinafter "Project."

Zander is given full authority by the Owner to enter into this Project Labor Agreement. In the event Zander is not selected by the Owner as the Project Manager, all Parties agree that this Agreement will be assigned to the selected project manager, and that the Parties will execute all documents necessary to accomplish the said assignment.

The term "Contractor" shall include all construction contractors and subcontractors of whatever tier engaged in onsite construction work within the scope of this Agreement, including the Project Manager when it performs construction work within the scope of this Agreement. Where specific reference to Zander alone is intended, the term "Project Manager" is used.

The Parties to the Project Labor Agreement acknowledge that the construction of the Project is important to the development of the local and state economy. The Parties recognize the need for the timely completion of the Project without interruption or delay. This Agreement is intended to enhance this cooperative effort through the establishment of a framework for labor-management cooperation and stability.

The Contractor(s) and the Unions agree that the timely construction of this Project will require substantial numbers of employees from construction and supporting crafts possessing skills and qualifications that are vital to its completion. They will work together to furnish skilled, efficient craftworkers for the construction of the Project.

Further, the parties desire to mutually establish and stabilize wages, hours and working conditions for the craftworkers on this Project, to encourage close cooperation between the Contractor(s) and the Unions to the end that a satisfactory, continuous and harmonious relationship will exist between the parties to this Agreement.

Therefore, in recognition of the special needs of this Project and to maintain a spirit of harmony, labor-management peace and stability during the term of this Agreement, the parties agree to abide by the terms and conditions in this Agreement, and to establish effective and

binding methods for the settlement of all misunderstandings, disputes or grievances which may arise. Further, the Contractor(s) and all contractors of whatever tier, agree not to engage in any lockout, and the Unions agree not to engage in any strike, slow-down or interruption or other disruption of or interference with the work covered by this Agreement.

ARTICLE II

SCOPE OF AGREEMENT

Section 1. This Project Agreement shall apply and is limited to the recognized and accepted historical definition of new construction work under the direction of and performed by the Contractor(s), of whatever tier, which may include the Project Manager, who have contracts awarded for such work on the Project. Such work shall include site preparation work.

The Project is defined as:

GLOBALFOUNDRIES U.S. Inc. will be constructing the Fab 2, Module 1 complex consisting of four major building elements: (1) wafer fabrication building or fab; (2) a "spine" support building (3) administrative office building; and (4) central utility building (CUB) along with service yards and small support buildings. Fab 2, Module 1 will be located on an approximately 222.45 acre parcel to be purchased from the Luther Forest Technology Campus Economic Development Corporation (LFTCEDC), of which 163.04 acres are in the Town of Malta and 59.41 acres are in the Town of Stillwater, Saratoga County, New York.

Fab 2, Module 1 is the first fab complex that is currently proposed by GLOBALFOUNDRIES within Development Area 1 of the Luther Forest Technology Campus (LFTC). The Fab 2, Module 1 complex has been designed as part of a three fab complex master plan, which if fully built out, would integrate the three fab complexes in a radial form. Each complex would consist of a manufacturing facility (fab) connected to a spine building, central utility building (CUB) and a corresponding administration building. Each of the three fabs would be independent of the other two from a utility perspective. Site infrastructure for the three fab layout will be included during the construction of the first phase, Fab 2, Module 1.

The main fab building is a two-story structure with a utility sub-fab at the ground story and a 300 mm wafer fabrication facility (i.e., "clean room") at the second story. It includes approximately 750,000 gross square feet (GSF) of combined clean room and support spaces. Support and ancillary spaces flank each side of the building, and are referred to as the east and west support wings. The support wings have mezzanine spaces distributed throughout to take advantage of the high ceilings driven by fab and sub-fab levels of the building. The sub-fab level provides tool support and delivery of utilities and chemicals. A mechanical level is located above the clean room and is equipped with filter fan units that provide the vertical air flow that cleans the area. The fab consists of a fire rated concrete

and steel structure with exterior panels of insulated, flush panels and masonry. Functionally, the clean room has one entry through the gowning area at the connection end to the spine building where people and materials enter. Utility distribution systems come from the sub-fab, chemical rooms, and the CUB. Many of the chemical rooms are located on the perimeter to meet NYS Building Code access and egress requirements. The installation of process equipment is not included in this scope of work.

The spine building is a three-story structure adjacent to the fab. The total square footage of the spine is 128,900 GSF. The first floor of the spine is aligned with the sub-fab level or first story of the fab building. The third floor is aligned with the fab level or second story of the fab building. Each floor of the spine building is structurally independent of the fab building. The spine shares the same structural system as the administration building. The spine contains support functions for the fab. Primary functions located in the spine include: shipping/receiving, tool staging, labs, gown rooms, data center, fitness center and clean maintenance shops.

The design of the administrative office building was driven by more traditional office space requirements rather than the unique needs of semiconductor manufacturing processes. The office building is a three-story, 214,000 GSF structure. The building is the most prominent site feature viewed from the main entry way and likely public view points. It is positioned in front of the fab building, providing an attractive architectural screen. The first floor of the office building houses the public functions such as the customer engagement center and the cafeteria. Other areas include customer service business suite, human resources offices and security/badging, also located on the first floor. The remainder of the office space for the facility is located on the second and third floors. These floors house in an open plan with daylight and views. The core elements such as meetings rooms, etc. are located adjacent to the spine.

The Central Utility Building (CUB) is a single-story, 202,000 GSF structure, located east of the fab. It contains the major support systems including boilers, chillers, ultra pure water treatment, waste treatment and electrical support systems. The CUB building is located behind the fab building to shield as much of the industrial components as possible. There is an equipment platform located over the chiller room and waste water treatment area. The equipment platform area is for chiller pumps, above the chiller room, and mechanical units to heat and air-condition the CUB spaces. This building supports the HVAC systems and the treatment of chemical waste coming from the manufacturing process in the fab building. The CUB has special yards for production gases, and liquids and other consumables related to the production processes. The CUB is located within a secured area that aligns parallel to the fab building. The exterior of the CUB has detail features similar to the fab. Service entrances are included on the CUB's perimeter. The main gas pad, emergency generators, and hazardous material storage building are located beyond the CUB building in the security yard.

It is agreed that the Project Manager shall require all Contractors of whatever tier who have been awarded contracts for work covered by this Agreement, to accept and be bound by the terms and conditions of this Project Agreement by executing the Letter of Assent (Attachment B) prior to commencing work. The Project Manager shall assure compliance with this Agreement by the Contractors. It is further agreed that where there is a conflict, the terms and conditions of this Project Agreement shall supersede and override terms and conditions of any and all other national, area or local collective bargaining agreements except for the NTL Articles of Agreement, the National Stack/Chimney Agreement, and the National Agreement of the International Union of Elevator Constructors, with the exception of Article V, VI and VII of this Project Agreement, which shall apply to such work. It is understood that this is a self-contained, stand alone, Agreement and that by virtue of having become bound to this Project Agreement, neither the Project Manager nor the Contractor(s) will be obligated to sign any other local, area or national agreement.

Section 2. Nothing contained herein shall be construed to prohibit, restrict or interfere with the performance of any other operation, work or function which may occur at the Project site or be associated with the development of the Project.

Section 3. This Agreement shall only be binding on the signatory parties hereto and shall not apply to their parents, affiliates or subsidiaries.

Section 4. The Owner and/or the Project Manager have the absolute right to select any qualified bidder for the award of contracts on this Project without reference to the existence or non-existence of any agreements between such bidder and any party to this Agreement; provided, however, only that such bidder is willing, ready and able to become a party to and comply with this Project Agreement, should it be designated the successful bidder.

Section 5. Items specifically excluded from the scope of this Agreement include but are not limited to the following:

a) work performed pursuant to contracts for specialty work and technical scope sub-contractors or suppliers who bring their own labor or designated sub-sub-contractors to the Project for specialty systems such as

- Controls, Chemical
- Bulk and specialty gases, and gas systems
- Ultra Pure Water (UPW)
- Specialty drain systems
- Plowing, janitorial, security and clean-up
- Other scopes as may be designated by the Project Manager, or

b) work pursuant to local designation contracts (MBE and WBE Contractors and local, town and county services and contractors subject to the requirements of the Saratoga County IDA),

c) the total labor hours performed by the persons subject to the exclusions of paragraphs a) and b) shall not, in the aggregate, exceed 7% of the total labor hours of the Project,

d) previously bid work in connection with earthworks and site utilities contractor, and

e) additionally, specifically excluded from coverage under this Agreement is all work relating to bids solicited prior to execution of this Agreement and off-site work of any kind.

Section 6. The following persons are not subject to the provisions of this Agreement, even though performing work on the Project:

a) superintendents, supervisors (excluding general and forepersons specifically covered by a craft's Schedule A), engineers, inspectors and testers, quality control/assurance personnel, timekeepers, mail carriers, clerks, office workers, messengers, guards, technicians, non-manual employees, and all professional, engineering, administrative and management persons;

b) employees and entities engaged in off-site manufacture, modifications, repair, maintenance, assembly, painting, handling or fabrication of Project components, materials, equipment or machinery or involved in deliveries to and from the Project site;

c) employees of the Project Manager;

d) employees of equipment suppliers performing or assisting in on-site equipment installation and employees engaged in on-site equipment warranty work;

e) employees engaged in geophysical testing;

f) employees engaged in laboratory, specialty testing, inspections or surveying, or any other professional consultants, and such laboratory, testing, inspection or surveying firm (individuals engaged in on-site surveying as direct hires of a signatory contractor, rather than pursuant to a professional services contract with the Owner, the Project Manager or any other professional consultants, are covered by this Agreement).

g) employees engaged in ancillary Project work performed by third parties such as electrical utilities, gas utilities, telephone companies and railroads.

h) employees of subcontractors and/or suppliers and/or independent haulers engaged in use of vehicles for deliveries and pick-ups at the Project site (teamsters shall not be required to drive such vehicles) except in the case of deliveries of dirt, stone or concrete, which teamsters shall drive to the Project site.

Section 7. The provisions of this Project Agreement shall not apply to GLOBALFOUNDRIES U.S. Inc. (the "Owner") and nothing contained herein shall be construed to prohibit or restrict GLOBALFOUNDRIES U.S. Inc. or its employees from performing work

not covered by this Project Agreement on the Project site. As areas and systems of the Project are inspected and construction tested by the Project Manager or Contractors and accepted by the Owner, the Project Agreement will not have further force or effect on such items or areas, except when the Project Manager or Contractor(s) are directed by the Owner to engage in repairs, modifications, check-out and warranty functions required by its contract with the Owner during the term of this Agreement. For purposes of Article V, the Owner shall be deemed a third party beneficiary of this Agreement.

Section 8. It is understood that the Owner, at its sole option, may terminate, delay and/or suspend any or all portions of the Project at any time.

Section 9. It is understood that the liability of any employer and the liability of the separate Unions under this Agreement shall be several and not joint. The Unions agree that this Agreement does not have the effect of creating any joint employer status between or among the Owner, Contractors or any employer.

Section 10. This Agreement shall not become effective unless each of the following conditions are met: (1) the Agreement is approved by the AFL-CIO Building and Construction Trades Department, signed by the State and Local Trade Councils, and all the Local Unions having jurisdiction over the Project work; (2) the Agreement is signed by the Project Manager.

ARTICLE III

UNION RECOGNITION

Section 1. The Contractors recognize the signatory Unions as the sole and exclusive bargaining representatives of all craft employees within their respective jurisdictions working on the Project within the scope of this Agreement.

Section 2. a) The Contractors agree to hire Project craft employees covered by this Agreement through the job referral systems and hiring halls (where the referrals meet the qualifications set forth in items 1, 2 and 4 of subparagraph B) established in the Local Unions' area collective bargaining agreements (attached as Schedule A to this Agreement). Notwithstanding this, the Contractors shall have sole right to determine the competency of all referrals; the number of employees required; the selection of employees to be laid-off; and the sole right to reject any applicant referred by a Local Union, subject to any required show-up allowance. In the event that a Local Union is unable to fill any request for qualified employees within a 48-hour period after such requisition is made by the Contractor (Saturdays, Sundays and holidays excepted), the Contractor may employ qualified applicants from any other available source. In the event that the Local Union does not have a job referral system, the Contractor shall give the Local Union first preference to refer applicants, subject to the other provisions of this Article. The Contractor shall notify the Local Union of Project craft employees hired within its jurisdiction from any source other than referral by the Union.

b) A Contractor may request by name, and the Local must honor, referral of persons who have applied to the Local for Project work and who meet the following qualifications:

(1) possess any license required by NYS law for the Project work to be performed;

(2) have worked a total of at least 1000 hours in the Construction craft during the prior 3 years;

(3) were on the Contractor's active payroll for at least 60 of the 270 calendar days prior to the contract award;

(4) have the ability to safely perform the basic functions of the applicable trade.

c) No more than 17 percent of the employees covered by this Agreement, per Contractor by craft, shall be hired through the special provisions above (any fraction shall be rounded to the next highest whole number).

Section 3. The Local Unions shall not knowingly refer to a Contractor an employee then employed by another Contractor working under this Agreement. The Local Unions will exert their utmost efforts to recruit sufficient numbers of skilled and qualified crafts employees to fulfill the requirements of the Contractor.

Section 4. All employees covered by this Agreement shall be subject to the union security provisions contained in the applicable Schedule A local agreements, as amended from time to time, but only for period of time which they are performing on site Project work and only to the extent of tendering payment of the applicable agency shop fee or union dues uniformly required for union membership in the Local Union, signatory to this Agreement, which represents the craft in which the employee is performing Project work. No employee shall be discriminated against at the Project site because of the employer's union membership or lack thereof. In the case of unaffiliated employees, the dues payments will be received by the Unions as an agency shop fee.

ARTICLE IV

MANAGEMENT'S RIGHTS

The Project Manager and Contractors of whatever tier retain full and exclusive authority for the management of their operations. Except as otherwise limited by the terms of this Agreement, the Contractors shall direct their working forces at their prerogative, including, but not limited to hiring, promotion, transfer, lay-off or discharge for just cause. No rules, customs or practices shall be permitted or observed which limit or restrict production, or limit or restrict the working efforts of employees. The Contractors shall utilize the most efficient method or techniques of construction, tools or other labor saving devices. There shall be no limitations

upon the choice of materials or design, nor shall there be any limit on production by workers or restrictions on the full use of tools or equipment. There shall be no restriction, other than may be required by safety regulations, on the number of employees assigned to any crew or to any service.

ARTICLE V

WORK STOPPAGES AND LOCKOUTS

Section 1. No Strikes - No Lock Outs

There shall be no strikes, sympathy strikes, picketing, work stoppages, slow-downs, hand billing, demonstrations or other disruptive activity at the Project for any reason by the Union or employee against any Contractor, employer or Project Manager while performing work at the Project. There shall be no other Union, or concerted or employee activity which disrupts or interferes with the Project. Failure of any Union or employee to cross any picket line established by any Union, signatory or non-signatory to this Agreement, or the picket or demonstration line of any other organization, at or in proximity to the Project site is a violation of this Article. Contractors and Unions shall take all steps necessary to ensure compliance with this Section 1 and to ensure uninterrupted construction and renovation on the Project for the duration of this Agreement.

Section 2. Discharge for Violation

a) A Contractor may discharge any employee violating Section 1, above, and any such employees will not be eligible thereafter for referral under this Agreement for a period of 100 days.

b) Any Union or Local Union which initiates or participates in a strike, picketing, work stoppages, slow-down or other disruptive activity in violation of this Article, or which recognizes or supports such activity by another Union or Local Union, agrees as a remedy for said violation to pay liquidated damages in accordance with the following subsection.

c) The Union and/or Local Union shall pay liquidated damages to the Owner, in the sum of Ten Thousand (\$10,000.00) Dollars per shift for each shift that the Union and/or Local Union is found to have violated this Article by engaging in a strike, picketing, work-stoppage, slow-down or other disruptive activity in violation of this Article during the term of this Agreement or which recognizes or supports such activity by another Union or Local Union.

d) The Contractor shall pay liquidated damages to the Union and/or Local Union in the sum of Ten Thousand (\$10,000.00) Dollars per shift for each shift that the Contractors found to have violated this Article by engaging in a lock-out violation of this Article during the term of this Agreement.

Section 3. Termination of Agreement

Any strike, picketing, work stoppage, slow-down or other disruptive activity by a Union or Local Union during the term of this Agreement shall constitute a breach of this Article and permit the Project Manager at its discretion to declare this Agreement null and void as of the date of the strike, picketing, work stoppage, slow-down or other disruptive activity, without regard to Article VI below.

Section 4. Notification

If a Contractor contends that any Union has violated this Article, it will notify the appropriate district or area council of the Local Union involved advising of such fact, with copies of the notifications to the Greater Capital Region Council, NYS Council, Local Union, Project Manager and the Department. The district or area council, NYS Council, the Project Manager and the Department shall each instruct, order and otherwise use their best efforts to cause the employees and/or the Local Unions to immediately cease and desist from any violation of this Article. A district or area council, the BCTD Department or the NYS Council complying with these obligations shall not be liable for the unauthorized acts of a Local Union or its members.

Section 5. Expedited Arbitration

Any Contractor or Union alleging a violation of Section 1 of this Article may utilize the expedited procedure set forth below (in lieu of, or in addition to, any actions at law or equity) that may be brought.

a) A party invoking this procedure shall notify Len Kershaw, Jeffrey M. Selchick and Tom Hines, who shall alternate as Arbitrator under this expedited arbitration procedure. If the Arbitrator next on the list is not available to hear the matter within 24 hours of notice, the next arbitrator on the list shall be called. Copies of such notification will be simultaneously sent to the alleged violator and if a Local Union is alleged to be in violation, its International, the Department, the Greater Capital Region Council and the Project Manager.

b) The Arbitrator shall thereupon, after notice as to time and place to the Contractor, the Local Union involved, the Council and the Project Manager, hold a hearing within 48 hours of receipt of the notice invoking this procedure if it is contended that the violation still exists. The hearing will not, however, be scheduled for less than 24 hours after the notice to the district or area council required by Section 3 above.

c) All notices pursuant to this Article must be in writing by telegraph, hand delivery or fax, confirmed by overnight delivery, to the arbitrator, Contractor or Union involved. The hearing may be held on any day including Saturday or Sundays. The hearing shall be completed in one session which shall not exceed 8 hours duration (no more than 4 hours being allowed to either side to present their case, and conduct their cross examination) unless otherwise agreed. A failure of any Union or Contractor to attend the hearing shall not delay the hearing of evidence by those present or the issuance of an award by the Arbitrator.

d) The sole issues at the hearing shall be whether a violation of Section 1, above, occurred. If a violation is found to have occurred, the Arbitrator shall issue a Cease and Desist Award retraining such violation and shall award liquidated damages in accordance with this Article and shall serve copies on the Contractor and Union involved. The Arbitrator shall have no authority to consider any matter in justification, explanation or mitigation of such violation or to award damages, except for liquidated damages in accordance with this Article, which issues are reserved solely for court proceedings, if any. The Award shall be issued in writing within 3 hours after the close of the hearing, and may be issued without an Opinion. If any involved party desires an Opinion, one shall be issued within 15 calendar days, but its issuance shall not delay compliance with, or enforcement of, the Award.

e) An Award issued under this procedure may be enforced by any court of competent jurisdiction upon the filing of this Agreement together with the Award. Notice of the filing of such enforcement proceedings shall be given to the Union or Contractor involved. In any court proceeding to obtain a temporary or preliminary order enforcing the arbitrator's award as issued under this expedited procedure, the involved Union and Contractor waive their right to a hearing and agree that such proceedings may be *ex parte*, provided notice is given to opposing counsel. Such agreement does not waive any party's right to participate in a hearing for a final court order of enforcement or in any contempt proceeding.

f) Any rights created by statute or law governing arbitration proceedings which are inconsistent with the procedure set forth in this Article, or which interfere with compliance thereto, are hereby waived by the Contractors and Unions to whom they accrue.

g) The fees and expenses of the Arbitrator shall be equally divided between the involved Contractor and the Union.

Section 6. Arbitration of Discharges for Violation

Procedures contained in Article VI shall not be applicable to any alleged violation of this Article, with the single exception that an employee discharged for violation of Section 1, above, may have recourse to the procedures of Article VI to determine only if the employee did, in fact, violate the provisions of Section 1 of this Article, but not for the purpose of modifying the discipline imposed where a violation is found to have occurred.

ARTICLE VI

DISPUTES AND GRIEVANCES

Section 1. This Agreement is intended to provide close cooperation between management and labor. Each of the Unions will assign a representative to this Project for the purpose of completing the construction of the Project economically, efficiently, continuously and without interruptions, delays or work stoppages.

Section 2. The Contractors, Unions and the employees, collectively and individually, realize the importance to all parties to maintain continuous and uninterrupted performance of the work