5. In the event of any change in the ownership, management, or operation of the EMPLOYER'S business by sale or otherwise, it is agreed that as a condition of such transfer or change, it shall be provided in the instrument effecting the change that a new owner and management shall be fully bound by the terms and conditions of this Agreement. This Agreement is applicable to all successors and transferees of the EMPLOYER, whether corporate or otherwise.

7. The parties agree that nothing herein is intended to nor shall it be construed as creating recognition of or bargaining with a multi-employer bargaining unit other than those already recognized by the Local Union and limited to the geographical jurisdiction of the Local Unions.

8. This Agreement shall remain in full force and effect through April 30, 1998, and shall continue thereafter unless there has been sixty (60) days written notice, by registered or certified mail, by either party hereto of the desire to modify and amend this Agreement for negotiations. The EMPLOYER and the UNION agree to be bound by the proposals negotiated between the various Associations, incorporating them into this Memorandum of Agreement and extending this Agreement for the life of the newly negotiated contract, if not notified within the specified period of time.

9. The EMPLOYER acknowledges and accepts the facsimile signatures on this contract as if they were the original signatures. The EMPLOYER further acknowledges receipt of a copy of the complete COLLECTIVE BARGAINING AGREEMENT.

IN WITNESS WHEREOF, and in consideration of the mutual promises of the parties hereto, and other good and valuable consideration, this Memorandum of Agreement was entered into this 14th day of May, 2001.

ACCEPTED:

LABORERS' LOCAL UNION NO. 538

BY: Michael M. Tuthill
(Business Manager)

NORTH CENTRAL IL LABORERS' DISTRICT COUNCIL

BY: _____
(Business Manager)

Albert C. Giesecke Inc.
(Employer)

BY: Albert C. Giesecke Pres
(Name & Title)

P.O. Box 5002
(Address)

Davenport IA 52805
(City, State & Zip Code)

563-322-6006
(Telephone Number)

563-322-5787
(Facsimile Number)

42-1222352
(Federal Employer Identification Number)