

PROJECT LABOR AGREEMENT

FOR

**WESTSIDE EDUCATIONAL
COMPLEX**

Delano Unified School Dist.

"Page 7" DISCRIMINATION

1. INITIAL PROVISIONS

1.1. This Project Labor Agreement ("Agreement") is entered into by Grapevine Advisors LLC ("Primary Employer"), and the Kern, Inyo and Mono Counties Building and Construction Trades Council ("Council") and its affiliated local unions who have executed this Agreement, all of whom are referred to collectively as the "Unions." This Agreement shall apply and be limited to only that construction work performed on the project site described in Section 2.1 during the term of this Agreement by the Primary Employer and its subcontractors of whatever tier on the Project.

1.2. Westside Educational Complex Project (the "Project") is a Elementary School K - 8 for the Delano Union School District (the "Owner"), located in Delano, CA.

1.3. Primary Employer is under contract by the Owner for the purpose of design and predevelopment of the Project and is negotiating lease-leaseback documents for the construction of the Project, subject to Owner's approval of final financing arrangements. Upon completion of those documents anticipated upon final state approvals by August 2010, Primary Employer will control the site at which the Project will be constructed. Primary Employer desires to enter into this Agreement effective upon execution of the lease and lease-back and approval by the school board of Owner, and then include assumption of this Agreement in the General Construction Contract with the General Contractor selected for this Project, at which point all the provisions of this Agreement binding upon Primary Employer will become binding on the General Contractor as if it was an original party to the Agreement. Subject to the provisions of an Applicable Agreement (as defined in Section 3.2), Primary Employer shall retain the right to control and coordinate all project construction work by

determining work scheduling, including uniform start times, the necessity for and the times of shift work, by directly enforcing any drug and alcohol abuse policy which is agreed to by any contractor or subcontractor and the Council, and otherwise directly removing any employee whether employed directly or by any contractor or subcontractor for breach of reasonable rules promulgated by Primary Employer governing conduct on the job. Primary Employer shall have the right upon receipt of the written complaint of any employee to order corrective action necessary to maintain reasonable and lawful standards for work place health and safety. Primary Employer shall act as the Coordinator, participate in monthly labor/management meetings, participate in pre-job conferences and mark-up meetings, and, at its option, participate in the resolution of any grievances.

1.4. As provided below, subcontractors performing certain construction work on the Project will be subject to this Agreement by executing the attached Employer Agreement to be bound (all of whom, including the Primary Employer, are individually and collectively referred to as "contractors," "subcontractors," "Employer" or "Employers").

1.5. The Unions are labor organizations whose members are construction industry employees.

1.6. It is understood and agreed by and between the Parties to this Agreement that the final plans for the Project may be subject to modifications and approval by those public agencies possessing lawful approval authority over the Project and that this Agreement applies to the Project as it is finally approved by such entities and agencies.

1.7. A large labor pool represented by the Unions will be required to execute the work involved in the Project. Employers wish, and it is the purpose of this Agreement, to ensure that a sufficient supply of skilled craft workers are available at the Project, that all construction work and related work performed by the members of the Unions on this Project shall proceed continuously, without interruption, in a safe and efficient manner, economically with due consideration for the protection of labor standards, wages and working conditions.

1.8. In furtherance of these purposes and to secure optimum productivity, harmonious relations between the parties and the orderly performance of the work, the parties to this Agreement agree to establish adequate and fair wage levels and working conditions and to protect the Project against strikes and lockouts and other interference with the process of the work.

1.9. In the interest of the future of the construction industry in the local area, of which the Unions are a vital part, and to maintain the most efficient and competitive posture possible, the Unions pledge to work and cooperate with the management of the Project to produce the most efficient utilization of labor and equipment in accordance with this Agreement.

2. SCOPE OF AGREEMENT

2.1. This Agreement covers all on-site construction, alteration, painting or repair of buildings, structures and other works and related activities for the Project which is within the craft jurisdiction of one of the Unions and which is directly or indirectly under the control of Primary Employer, including, without limitation, pipelines, pumps,

pump stations, site preparation, survey work and soils and material inspection and testing, demolition, all on-site fabrication work provided such work is within the fabrication provision of a local master or national agreement of one of the Unions, demolition of existing structures, and all construction, demolition or improvements required to be performed as a condition of approval by any public agency. On-site fabrication work includes work done for the Project in temporary yards or areas near the Project. All fabrication work over which the Primary Employer possesses the right of control, including without limitation, the fabrication of air-handling systems and ducts, and HVAC sheet metal work, and which is traditionally claimed as on-site fabrication shall be performed on-site. For the convenience of the Primary Employer or other Employers, such work may be performed off-site. In that event, such fabrication work shall be performed in accordance with the union standards established by this Agreement for the appropriate craft Union or by a fabrication agreement approved by the craft's International Union. On site construction shall also include the site of any batch plant constructed solely to supply materials to the Project. All work within the scope of this Agreement is referred to as "Covered Work" in this Agreement.

3. CONTRACTING AND SUBCONTRACTING

3.1. Primary Employer agrees to be bound by the provisions of the Master Agreement of the union having traditional and customary jurisdiction over work to be performed by the Primary Employer on the Project, but only as to Covered Work on the Project, and except as those provisions may be superseded by this Agreement.

Primary Employer's obligations under any and all provisions of such Master Agreements

shall be limited to the Project, and only to the extent of Covered Work on the Project, and shall terminate on or before the completion of the Project.

3.2. Primary Employer and each other Employer agrees that it will subcontract work to be done on the Project only to a person, firm, or corporation who is or becomes party to this Agreement and who is or becomes signatory to either: (1) a local multi-employer collective bargaining agreement with the craft Union having traditional and customary jurisdiction over the work, (2) an area agreement with the craft Union having traditional and customary jurisdiction over the work, (3) a regional agreement with the craft Union having traditional and customary jurisdiction over the work (collectively the local, area or regional agreement is referred to as the "Master Agreement") or, only in the case of a national contractor, (4) a national agreement with the International Union of the craft Union having traditional and customary jurisdiction over the work. Any subcontractor performing Covered Work on the Project shall, as a condition to working on the Project, become signatory to and perform all Covered Work under the terms of this Agreement and the applicable master, area, regional or national agreement (the "Applicable Agreement"). Before being authorized to perform any Covered Work, Employers (other than Primary Employer) shall become a party to this Agreement by signing an Employer Agreement to be Bound, which is provided as Attachment A to this Agreement. Every Employer shall notify the Council in writing within three business days after it has subcontracted work, and shall at the same time provide to the Council a copy of the executed Employer Agreement to be Bound. Primary Employer will enter into a General Construction Contract with a General Contractor pursuant to an agreement to be approved by the school board of Owner, which will include a modified

form of Attachment A whereby the General Contractor will agree to be bound by this Agreement.

3.3. Nothing in this Agreement shall in any manner whatsoever limit the rights of the Primary Employer, or any other Employer to subcontract work or to select its contractors or subcontractors, provided, however, that all Employers, at all tiers, performing Covered Work shall be required to comply with the provisions of this Agreement. Primary Employer and every other Employer shall notify each of its contractors and subcontractors of the provisions of the Agreement and require as a condition precedent to the award of any construction contract or subcontract for Covered Work or allowing any subcontracted Covered Work to be performed, that all such contractors and subcontractors at all tiers become signatory to this Agreement and the Master Agreement. If any Employer fails to provide the Council with the Employer Agreement to be Bound executed by its subcontractor, that Employer shall be liable for any contribution to any trust funds that the subcontractor, or any subcontractor to that subcontractor fails to make.

4. WAGES AND BENEFITS

4.1. All employees covered by this Agreement (including foremen and general foremen if they are covered by the Master Agreement) shall be classified and paid wages, other compensation including but not limited to travel, subsistence, show up and shift premium pay, and contributions made on their behalf to multi-employer trust funds, all in accordance with the then current multi-employer Master Agreement of the applicable Union.

4.2. Any special interest bargaining that establishes wage rates, classifications, zones, or wage escalations that apply exclusively to the Project will not be recognized.

5. UNION RECOGNITION

5.1. Employers recognize the Unions signatory to this Agreement as the sole and exclusive collective bargaining agents for their respective construction craft employees performing Covered Work for the Project, and further recognize the traditional and customary craft jurisdiction of each Union.

5.2 All employees performing Covered Work shall be or shall become and then remain members in good standing of the appropriate Union as a condition of employment on or before the eighth (8th) day of employment, or the eighth (8th) day following the execution of this Agreement, whichever is later.

5.3 The Unions shall be the source of all craft employees for Covered Work for the Project. Employers agree to be bound by the hiring practices of the respective Union, including hiring of apprentices, and to utilize its registration facilities and referral systems.

5.4 In the event the referral facilities maintained by the Unions do not refer the employees as requested by the Employer within a forty-eight (48) hour period after such requisition is made by the Employer (Saturdays, Sundays and Holidays excepted), the Employer may employ applicants from any source.

5.5 Unions will exert their utmost efforts to recruit sufficient numbers of skilled craft-persons to fulfill the requirements of the Contractor/Employers. The parties to this

Agreement support the development of increased numbers of skilled construction workers from the residents of the Delano area to meet the needs of the Project and the requirements of the industry generally. Toward that end, the Unions agree to encourage the referral and utilization, to the extent permitted by law and the hiring hall procedures, of qualified Delano area residents as journeymen, apprentices and trainees on this Project and entrance into such apprenticeship and training programs as may be operated by the signatory unions.

6. STRIKES AND LOCKOUT

6.1 During the life of this Agreement, the Unions, their agents, their representatives and their employees agree that they shall not incite, encourage, condone or participate in any strike, walkout, slowdown, sit-down, stay-in, boycott, sympathy strike, unfair labor practice strike, picketing or other work stoppage for any cause whatsoever with respect to this Project; and it is expressly agreed that any such action is in violation of this Agreement. In the event of a violation of this provision, any Employer shall be entitled to seek relief in court, specifically including injunctive relief, to restrain any such action on the part of the Union(s), and/or any of its agents, representatives or employees.

6.2 Notwithstanding the provisions of Section 6.1 above, it is agreed that a Union retains the right to withhold the services of its members from a particular contractor or subcontractor who fails to make timely payments to the Union's benefit plans, or fails to timely pay its weekly payroll, in accordance with its agreements with the Union, provided, however, that in the event the Union or any of its members

withholds their services from such contractor or subcontractor, Primary Employer shall have the right to replace such contractor or subcontractor with any other contractor or subcontractor who executes the Agreement to be Bound.

6.3 In the event that any applicable Master Agreement expires and the parties to that agreement fail to reach agreement on a new contract by the date of expiration, a Union shall continue to provide employees to the Employers working on the Project under all the terms of the expired agreement until a new agreement is negotiated, at which time all terms and conditions of that new agreement shall be applied to Covered Work at the Project, except to the extent they conflict with any provision of this Agreement. In addition, if the new labor agreement provides for wage or benefit increases, then any Employer shall pay to its employees who performed Covered Work at the Project during the hiatus between the effective dates of such labor agreements, an amount equal to any such wage and benefit increases established by the new labor agreement for such work performed.

7. SHIFT TIMES, HOLIDAYS and REPORTING LOCATIONS

7.1 The standard work day shall consist of eight (8) hours of work between 7:00 a.m. and 5:30 p.m. with one-half hour designated as an unpaid period for lunch. The standard work week shall be five (5) consecutive days of work commencing on Monday. Nothing herein shall be construed as guaranteeing any employee eight (8) hours of work per day or forty (40) hours of work per week.

7.2 Recognized holidays shall be as follows: New Year's Day, President's Day, Memorial Day, Fourth of July, Labor Day, Veterans' Day, Thanksgiving Day, Day

after Thanksgiving and Christmas Day. In the event a holiday falls on Sunday, the following day, Monday, shall be observed as such holiday.

7.3 Reporting locations for the project shall be as follows:

Reporting Location shall be Westside Educational Complex at 1001 Hiatt Avenue, Delano, California.

8. COORDINATOR

8.1. Primary Employer or its designated agent shall be the Coordinator of the Project, and is responsible for the administration of this Agreement.

9. GRIEVANCE PROCEDURE

9.1. It is mutually agreed that any question arising out of and during the term of this Agreement involving its interpretation and application (other than jurisdictional disputes) shall be considered a grievance.

9.2. A grievance shall be considered null and void if not brought to the attention of the Contractor(s) within five (5) working days after the incident that initiated the alleged grievance occurred or was discovered.

9.3. Grievances shall be settled according to the following procedure:

Step 1

The Steward and the grievant shall attempt to resolve the grievance with the craft supervisor.

Step 2

In the event the matter remains unresolved in Step 1 above, within five (5) working days after notice to the Unions, the alleged grievance in writing may then be referred to the Business Manager of the Craft Union and the

Labor Relations representative at the Contractor for discussion and resolution. A copy of the written grievance shall also be mailed/faxed to the Coordinator.

Step 3

In the event the matter remains unresolved in Step 2 above within five (5) working days, the grievance in writing may then be referred to the representative of the Craft Union involved and the Manager of Labor Relations of the Contractor or the Manager's designated representative, and the Coordinator for discussion and resolution.

Step 4

If the grievance is not settled in Step 3 within five (5) working days, either party may request the dispute be submitted to arbitration or the time may be extended by mutual consent of both parties. The request for arbitration and/or the request for an extension of time must be in writing with a copy to the Coordinator. The Arbitrator shall be Thomas Angelo, if available. If unavailable, a substitute arbitrator shall be chosen in accordance with the procedure established by the American Arbitration Association.

9.4. The Arbitrator's decision shall be submitted in writing and shall be final and binding on all parties signatory to this Agreement. The expense of arbitration, including the cost of the Arbitrator and the cost of necessary expenses required to pay for facilities for the hearing of cases, shall be borne equally by both parties. The Arbitrator's decisions shall be confined to the question posed by the grievance and the Arbitrator shall not have authority to modify, amend, alter, add to or subtract from, any provision of this Agreement.

9.5 The Primary Employer and other Employers, as well as the Unions, may bring forth grievances under this Article.

9.6 Either party to a grievance may invite Primary Employer to participate in resolution of a grievance. Primary Employer, may, at its own initiative, participate in Steps 1 through 3 of the grievance procedure.

10. JURISDICTIONAL DISPUTES

10.1. The assignment of work will be solely the responsibility of the Employer performing the work involved; and such work assignments will be in accordance with the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (the "Plan") or any successor Plan.

10.2. All jurisdictional disputes between or among the Building and Construction Trades Unions and their employees, parties to this Agreement, shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department. Decisions rendered shall be final, binding and conclusive on the Employers and Unions parties to this Agreement.

10.3 All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature, and the Employers' assignment shall be adhered to until the dispute is resolved. Individuals violating this section shall be subject to immediate discharge.

10.4 Each Contractor will conduct a pre-job conference with the Council prior to commencing work. The Primary Employer and any general contractor will be advised in advance of all such conferences and may participate if they wish.

10.5 All Employers assigning, awarding or subcontracting work on the Project that is within the craft jurisdiction of a building trades union, including work that does not constitute Covered Work because it is not within the craft jurisdiction of any signatory Union, will comply with the requirement of the Primary Employer that no Employer will

assign that work to a non-signatory union or its members unless that union becomes signatory to this Agreement. The signatory Unions acknowledge this requirement of the Primary Employer and agree they will not contest this requirement.

10.6 This Article 10 shall be enforceable in any court of competent jurisdiction, and shall not be subject to the grievance procedure of Article 9.

11. JOINT LABOR/MANAGEMENT MEETINGS

11.1. During the period of any work performed under this Agreement, a joint Labor/Management meeting will be held on an approximately monthly basis or more frequently as needed between the Coordinator, the contractors and subcontractors, and the signatory Unions. The purpose of these meetings is to promote harmonious labor/management relations, ensure adequate communications and advance the proficiency and efficiency of the craft workers and contractors performing work at the Project. These monthly (or more frequent) meetings will also include discussion of the scheduling and productivity of work performed at the Project.

11.2. A Pre-Job Conference will be held prior to the commencement of work to establish the scope of work in each Contractor's contract. When a contract has been let to a Contractor(s) covered by this Agreement, a Pre-Job Conference and/or Mark-Up Meeting shall be required upon request of any Union, Contractor or the Coordinator.

11.3. The Coordinator will schedule and attend all Pre-Job Conferences and Mark-Up Meetings, and may participate in discussions as they pertain to the terms and conditions of this Agreement.

12. HELMETS TO HARDHATS

12.1 The Employers and the Unions recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The Employers and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment ("Center") and the Center's "Helmets to Hardhats" program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the parties.

12.2 The Unions and Employers agree to coordinate with the Center to create and maintain an integrated database of veterans interested in working on this Project and apprenticeship and employment opportunities for this Project. To the extent permitted by law, the Unions will give credit to such veterans for bona fide, provable past experience.

13. GENERAL PROVISIONS

13.1. If any article or provision of this Agreement shall be declared invalid, inoperative, or unenforceable by any competent authority of the executive legislative, judicial or administrative branch of the federal or state government, the Employers, the Council and the Unions shall suspend the operation of such article or provisions during the period of its invalidity and shall substitute by mutual consent, in its place and stead, an article or provision which will satisfy the objections to its validity and which, to the

greatest extent possible, will be in accord with the intent and purpose of the article or provision in question.

13.2. 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 application of such article or provision to persons or circumstances other than to which it has been held invalid, inoperative or unenforceable shall not be affected thereby.

13.3. Except as enumerated in this Agreement, all other terms and conditions of employment described in the Master Agreement shall apply.

13.4. The provisions of this Agreement shall take precedence over conflicting provisions of any Applicable Agreement with respect to a Union. The parties agree that in absence of a conflict with the project labor agreement, the terms and conditions of the local master agreement of the appropriate craft union shall control regardless of whether a Contractor is signatory or not, to the local master agreement. It is stipulated by the parties that a Contractor being signatory to a national agreement is germane to the project, solely and uniquely for the purposes of compliance to Article 3.1 of the project labor agreement. Terms and conditions contained in any national agreement to which either party may be signatory shall have no effect or bearing on the project.

13.5. Any award or resolution under Article 10 shall be prospective and shall not require any back pay for work performed unless the assignment is a knowing violation of a well-established resolution under the Plan.

13.6. Each person executing this Agreement represents and warrants that he or she is authorized to execute this Agreement on behalf of the party or parties indicated.

13.7. This Agreement may be executed in counterparts.

14. TERM OF AGREEMENT

14.1. The term of this Agreement shall commence on the date indicated below as the date of execution, and shall continue in effect until completion of all Covered Work pursuant to Article 2. Covered Work shall be deemed completed upon "Final Acceptance" of the Project by the Owner.

15. WAIVER

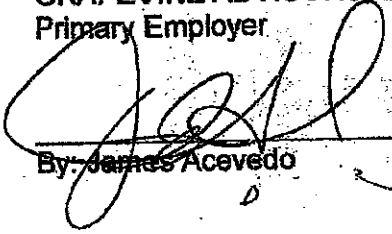
15.1. The parties hereby acknowledge that this Agreement is a lawful Pre-hire agreement within the meaning of Section 8(f) of the National Labor Relations Act; and the Primary Employer and each other Employer hereby expressly waives its right to contest, challenge, repudiate or void (hereinafter collective "challenge") this Agreement, directly or indirectly, on any basis, in any proceeding before any federal, state or local court, agency or other tribunal, including the National Labor Relations Board, or before any arbitrator or hearing officer, including any challenge to the validity of this Agreement that is raised as a defense to any action or claim brought by the Unions. This Agreement shall be a complete defense to any such challenge.

15.2. Each Employer further agrees that it shall not solicit, finance or participate in any challenge to this Agreement by any other person or entity. Payment of regular annual dues to an organization or association does not constitute "solicitation," "financing" or "participation in" a challenge as those terms are used in this Agreement.

15.3. This Article shall be enforced pursuant to Article 8 of this Agreement and any grievance shall commence at Step 3 of Section 8.4. The parties agree that the economic damages to the Unions from a breach of this Article include the reasonable fees and costs of defense.

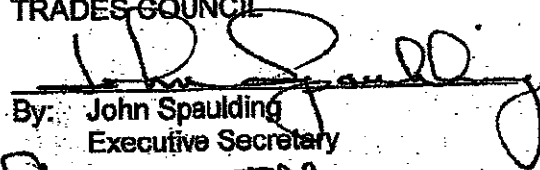
16. IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and effective as of 2/21, 2011.

GRAPEVINE ADVISORS, LLC
Primary Employer

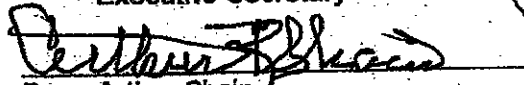


By: James Acevedo

KERN, INYO & MONO COUNTIES
BUILDING AND CONSTRUCTION
TRADES COUNCIL



By: John Spaulding
Executive Secretary



By: Arthur Shain
President

FOR THE UNIONS

Fred Montoya
Heat & Frost Insulators #5

Scott Brain
Cement Masons #600

Danny Kane
International Brotherhood of Electrical
Workers #428

Don Savory
Iron Workers #155

Richard Whitney
Bricklayers #4

Manuel Monsibais
Laborers #220

Grant Mitchell
Painters & Allied Trades District
Council 36

William C. Waggoner
Operating Engineers Local 12

Rick Wildebaur
Roofers #27

Mickey Adams
Operating Engineers #12

Rudy Hernandez
Teamsters #87

Ron Sikorski
Operating Engineers #12

Roy Ringwood
Sheet Metal Workers #105

Michael C. Rock
United Association #460

Boilermakers # 92, Mark Thomas _____

Elevator Constructors #8, Patrick McGarvey _____

Glass Workers #169, Ron Kessler _____

Road Sprinkler Fitters #669, John Bodine _____

Landscape & Irrigation #345, Vincent Diaz _____

Plasterers #200, Tom Castleman _____

Tile, Marble & Terrazzo #18CA, Chad Boggio _____

Carpenters # 743, Ray Simmons _____

**ATTACHMENT A
AGREEMENT TO BE BOUND**

**PROJECT LABOR AGREEMENT
WESTSIDE DEUCATIONAL COMPLEX PROJECT**

The undersigned, as a contractor or subcontractor (hereafter "Contractor") on the Westside Educational Complex Project, as defined in Section 1.2 (hereafter "Project"), of the Project Labor Agreement (hereafter "Agreement"), for and in consideration of the award to it of a contract to perform work on said Project, and in further consideration of the promises made in the Agreement and all attachments a copy of which was received and is acknowledged, hereby:

- 1.) Accepts and agrees to be bound by the terms and conditions of the Agreement, together with any and all amendments and supplements now existing or which are later made thereto.
- 2.) The Contractor agrees to be bound by the legally established trust agreements designated in local master collective bargaining agreements. The Contractor authorizes the parties to such local trust agreements to appoint trustees and successor trustee to administer the trust funds and hereby ratifies and accepts the trustees so appointed as if made by the Contractor.
- 3.) Certifies that it has no commitments or agreements that would preclude its full and complete compliance with the terms and conditions of said Agreement.
- 4.) Agrees to secure from any Contractor(s) (as defined in said Agreement) which are or become a subcontractor (of any tier) to it, a duly executed Agreement to be Bound in form identical to this document.

DATED: _____

Name of Contractor

(Authorized Officer & Title)

(Address)