PROJECT LABOR AGREEMENT

FOR

WEST ROSEVILLE SPECIFIC PLAN AREA PROJECT (WESTPARK PROPERTY)

IN

CITY OF ROSEVILLE,
PLACER COUNTY,
CALIFORNIA
1. INITIAL PROVISIONS

1.1. This Project Labor Agreement ("Agreement") is entered into by Signature Properties, Inc., a California Corporation ("Primary Employer"), and UA Plumbers and Steamfitters Union, Local 447, International Brotherhood of Electrical Workers Union, Local 340 and Sheet Metal Workers Union, Local 162, individually referred to as a "Union" and collectively referred to as the "Unions."

1.2. The West Roseville Specific Plan Area Project (Westpark Property) consists of the construction of residential, commercial, retail, office, services, churches, elementary, middle and high schools, fire station, parks and other commercial and civic uses, with associated infrastructure and related improvements (the "Project"), on approximately 1,483 acres of real property shown as the (Westpark Property) property on Figure 2-2 of the Final Environmental Impact Report for the West Roseville Specific Plan and Sphere of Influence Amendment, January 9, 2004 (the "Project Real Property") within the approximately 3,162 acre West Roseville Specific Plan Area in the City of Roseville, Placer County, California.

1.3. Primary Employer is primarily an employer in the building and construction industry, possesses a valid California General Contractor's license and directly employs on-site personnel. Primary Employer reserves the right to directly perform Covered Work (as defined in Paragraph 3.1) on the Project with its own employees. Primary Employer has been authorized by 1600 Placer Investors, L.P. ("1600 Placer"), which owns the Project Real Property, to enter into this Agreement.
as its General Contractor. Subject to the provisions of this Agreement and the applicable Master Labor Agreement (as defined in Paragraph 1.5), with respect to the performance of Covered Work (as defined in Paragraph 3.1), Primary Employer retains 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 Unions, 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 retains the right to order corrective action necessary to maintain reasonable and lawful standards for workplace health and safety. Primary Employer shall act as the Coordinator, 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, all project managers, construction managers, contractors, subcontractors or other persons or entities assigning, awarding or subcontracting Covered Work, or authorizing another party to assign, award or subcontract Covered Work, or performing Covered Work, will be subject to this Agreement by executing Attachment A, the Employer Agreement to be Bound (all of whom, including the Primary Employer, are individually and collectively referred to as "Employer" or "Employers").
1.5. The Unions are labor organizations whose members are construction industry employees who generally work in close proximity to one another at construction job sites and whose jobs are closely related and coordinated. Each of the Unions is a party to a multi-employer collective bargaining agreement ("Master Labor Agreement") that covers the geographic area of the Project. Where the term Master Labor Agreement is used, it means the existing Master Labor Agreement currently in effect as to each of the Unions or any successor agreement.

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.

2. PURPOSES

2.1. The parties to this Agreement recognize that construction of the Project is important to the development of both the West Roseville Specific Plan Area and to the City of Roseville. 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 and 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.

2.2. 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, including interference that may arise at a
common-situs jobsite when union employees have to work along side non-union
employees in their own trade and craft, or in those other crafts with which they
generally work in close proximity performing work that is closely related and
coordinated.

2.3. 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.

3. **SCOPE OF AGREEMENT**

3.1. Subject to the exclusions set forth in Paragraph 3.2, below, this
Agreement covers all on-site construction, demolition, alteration or repair of
buildings and structures, including tenant improvements on such buildings and
structures, and other works and related activities for the Project that are within the
craft jurisdiction of the Unions and that are directly or indirectly a part of the Project, including, without limitation, all construction, demolition or improvements required as a condition of approval by any public agency, and all on-site fabrication work provided such work is within the fabrication provision of a local Master Labor Agreement or a national agreement of one of the Unions. On-site fabrication work includes work done for the Project in temporary yards or areas near the Project. All work within the scope of this Agreement is referred to as “Covered Work” in this Agreement.

3.2. Notwithstanding the provisions of Paragraph 3.1, the following work is excluded from the definition of Covered Work under this Agreement:

(a) All work on or related to the construction of residential improvements.

(b) All work on any improvements constructed on parcels shown as W-61 and W-62 on Figure 4-1 and Table 4-2 of the West Roseville Specific Plan, February 4, 2004 (“Specific Plan”) and currently zoned M1 “Light Industrial,” provided that such improvements would have been allowed in an M-1 Light Industrial zone under the City of Roseville Zoning Ordinance as of the date of execution of this Agreement. This exclusion does not apply to any improvements constructed on parcels W-61 and W-62 should those parcels be rezoned in the future to another zoning designation, other than a residential zoning designation, nor does it apply to any improvements constructed on any other parcel included in the
Project Real Property that may be rezoned for M1 Light Industrial use in the future.

(c) All work on or related to the construction of public streets and transportation, water, sewer, storm drainage and utility service infrastructure improvements that will be dedicated to a governmental entity or public utility, including, but not limited to: (1) public right of way improvements (including, but not limited to streets, paseos, sidewalks, medians, landscaping and bridges); (2) public sewer, storm and water (potable and recycled) utilities; (3) joint trench (telephone, cable television and fiber-optic) utilities; (4) public gas and electric utilities; and (5) well casings. The exclusion in this subparagraph (c) does not apply to work on or related to the six (6) neighborhood parks located in the Project Real Property as shown on Figure 8-2 and Table 8-4 and described on pages 8-8 – 8-9 of the West Roseville Specific Plan, February 4, 2004.

(d) All work on or related to the construction of “pocket parks” (as identified in the Specific Plan) that will be dedicated to a governmental entity or public utility.

(e) All work on or related to the construction of churches, synagogues, shrines, temples or other houses of worship.

(f) All work of non-manual employees, including, but not limited to, superintendents, supervisors above the level of general foreman, staff engineers, timekeepers, mail carriers, clerks, office workers, messengers, guards, safety personnel, emergency medical and first aid technicians, and other professional.
engineering, administrative, supervisory, executive and management employees, unless otherwise set forth in the Master Labor Agreement of one of the Unions.

(g) Any work performed on, near, or leading to the Project and undertaken by state, county, city, school district or other governmental entities or their contractors, and/or by public utilities or their contractors.

(h) All off-site maintenance of leased equipment and on-site supervision of such maintenance work.

(i) All non-construction support services contracted by the Primary Employer in connection with this Project.

(j) Tenant improvement work contracted for directly by an individual retail, office or other commercial tenant where the total combined construction cost for the plumbing, electrical and sheet metal work associated with such tenant improvement work is less than Seventy-Five Thousand Dollars ($75,000), provided that the combined cumulative total of tenant improvement work excluded from Covered Work pursuant to this subparagraph (j) shall not exceed Seven Hundred And Fifty Thousand Dollars ($750,000) for the entire Project. The Primary Employer shall keep an account of all tenant improvement work that is excluded from Covered Work pursuant to this subparagraph (j) and shall provide such account to the Unions within three (3) business days of receipt of a written request for such account from the Unions.
(k) All tenant improvements performed more than two (2) years after issuance of a certificate of occupancy for the building core and shell or an equivalent government approval.

(l) Any work awarded to a contractor or subcontractor pursuant to the provisions of Article 6.

3.3. This Agreement shall be binding upon the signatory Employers, and it shall not apply to their parents, affiliates or subsidiaries solely by virtue of an Employer executing or becoming bound to this Agreement. This Agreement only applies to the Project.

3.4. It is understood that the liability of any Employer and the liability of the separate Unions under this Agreement shall be severable from and not joint with the liability of any other Employers and Unions, except as expressly provided in Paragraph 3.5 and in Article 16. No Employer shall be considered to have a joint employer relationship with any other Employer solely by virtue of executing or becoming bound to this Agreement.

3.5. Each Employer shall be liable and responsible for its own individual acts and conduct and for its own breach or alleged breach of this Agreement. Any alleged breach of this Agreement by an Employer or other contractor or any dispute between the signatory Union(s) and an Employer or other contractor respecting compliance with the terms of this Agreement shall not affect the rights, liabilities, obligations and duties between the signatory Union(s) and each other Employer party to this Agreement. Each Employer who fails to require that a contractor or
subcontractor become signatory to this Agreement as required by Paragraph 5.1 or 5.2 shall be liable for any failure of that contractor or subcontractor or any contractor or subcontractor at a lower tier to comply with the provisions of this Agreement. An Employer who has otherwise complied with the provisions of this Agreement and has required a contractor or subcontractor to become signatory to this Agreement as a condition precedent to a contract covered by Paragraph 5.1 or 5.2, shall not be liable for any failure of that contractor or subcontractor or any contractor or subcontractor at a lower tier to comply with the provisions of this Agreement.

4. MANAGEMENT RIGHTS

4.1 The Employers retain full and exclusive authority for the management of their operations. The management rights retained by the Employers, including those rights stated in this Paragraph 4.1, shall not be limited except, with respect to Covered Work, under the provisions of this Agreement or the Master Labor Agreements. The Employers shall direct their working forces at their prerogative, including, but not limited to hiring, promotion, transfer, layoff, discipline or discharge for just cause; the assignment and scheduling of work; and the assignment of overtime work. 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 Employers shall use 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
requirement, other than may be established by safety regulations, regarding the
minimum number of employees assigned to any crew or to any service.

5. **SUBCONTRACTING**

5.1. Primary Employer and each other Employer as defined in
Paragraph 1.4, agree that they will contract for the assignment, awarding or
subcontracting of Covered Work, or authorize another party to assign, award or
subcontract Covered Work, only to a person, firm, corporation or other entity that,
at the time the contract is executed, has become a party to this Agreement by
executing Attachment A, the Employer Agreement to be Bound.

5.2. Primary Employer and each other Employer as defined in
Paragraph 1.4, agree that they will contract for the performance of Covered Work
only with a person, firm, corporation or other entity that is a party to this
Agreement and signatory to the Master Labor Agreement with the Union covering
the geographic area of the Project and having traditional and customary jurisdiction
over the work performed by that contractor or subcontractor. Any Employer
(including the Primary Employer) actually performing (versus contracting for)
Covered Work on the Project shall, as a condition to working on the Project, at the
time the Covered Work is performed, be signatory to and perform all Covered Work
under the terms of this Agreement and the applicable Master Labor Agreement.
Employers, other than Primary Employer or its successors, shall become a party to this Agreement by executing Attachment A, the Employer Agreement to be bound.

5.3. 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 performing Covered Work of the provisions of this Agreement and require, as a condition precedent to the award of any construction contract or subcontract for the performance of Covered Work, that all such contractors and subcontractors, at all tiers, become signatory to this Agreement and the applicable Master Labor Agreement.

6. COMPETITIVE BID REQUIREMENT

6.1. The provisions of Article 5 shall not apply to the award of Covered Work if the contractor or subcontractor awarding that work does not receive bona fide bids on that work on or before the deadline for receiving such bids from at least three (3) persons, firms or corporations that are signatory to a Master Labor Agreement with the Union having jurisdiction over the work.

6.2. The provisions of Paragraph 6.1 shall not apply unless the contractor or subcontractor seeking to invoke such provisions has: (1) provided written notice of the solicitation of bids to the Union having jurisdiction over the work
concurrently with the first bid solicitation and at least thirty (30) calendar days in advance of awarding that work, except that the work may be awarded any time after bona fide bids have been received from one or more union signatory contractors; (2) provided the same bid specifications and information that were provided to any non-signatory contractor to any union signatory contractor requesting bid specifications; and (3) provided notice to the Union having jurisdiction over the work at least seventy-two (72) hours prior to the deadline for receipt of bids that bids have not been received from three (3) or more persons, firms or corporations signatory to a Master Labor Agreement with the Union having jurisdiction over the work.

7. **WAGES**

7.1. All employees, including foremen and general foremen performing Covered Work, shall be classified and paid wages and other payments and contributions made on their behalf to multi-employer trust funds, all in accordance with the then current multi-employer Master Labor Agreements of the applicable Union.

8. **WORKWEEK AND HOLIDAYS**

8.1. The normal workweek shall be governed by the applicable Master Labor Agreement, except that to the extent that any Master Labor Agreement provides for less than a full day of work on any Friday, or any premium pay for the first eight (8) hours of work on any Friday, such provisions shall not be applicable to
the performance of Covered Work under this Agreement. The first eight (8) hours of work on the Project on any Friday shall be paid at the applicable straight time rate of pay as indicated in the Master Labor Agreement that applies to the work. The workweek may be changed by mutual consent. The only recognized holidays are those listed in the applicable Master Labor Agreement.

9. **WORKING CONDITIONS**

9.1. There will be no organized coffee breaks or other non-working time established during working hours, unless established by law or regulation or the applicable Master Labor Agreement, provided, however, when working conditions permit, workers will be permitted to have personal containers of non-alcoholic beverages, the contents of which may be consumed during working hours at their assigned work locations.

9.2. There shall be no limit on production by workers or restrictions on the full use of tools or equipment. Slowdowns and featherbedding practices will not be tolerated. The lawful manning provisions of the applicable Master Labor Agreement shall govern.

9.3. Employers shall establish such reasonable Project rules, as the Employers deem appropriate and not inconsistent with this Agreement, which rules shall be subject to the grievance procedure should the Union(s) disagree with the reasonableness of the rule(s) when applied to Covered Work. In any dispute over the application of a rule to Covered Work, the grieving party may contest the
reasonableness of the rule, the facts of the alleged violation, and the
appropriateness of any discipline imposed. These rules will be explained at the Pre-
Job Conference and will be posted at the Project site by the applicable Employer
and may be amended thereafter as necessary. Failure to observe these rules and
regulations by any employee may be grounds for discipline, including discharge.

10. WORKPLACE SAFETY

10.1. It shall be the responsibility of each Employer to ensure safe working
conditions and employee compliance with any safety rules contained herein or
established by the Employer as they respect that particular Employer’s work. It is
understood that the employees have an individual obligation to use diligent care to
perform their work in a manner and to protect themselves and the property of the
Employer. The parties hereby agree that the Primary Employer or any other
Employer may delegate its obligations under this Article 10 to a sub-tiered
contractor who actually performs the applicable work.

10.2. Employees shall be bound by the safety, security and visitor rules and
environmental compliance requirements established by the Employer. These rules
will be published and posted in conspicuous places throughout the work site. An
employee’s failure to satisfy his/her obligations under this Paragraph 10.2 may
subject the employee to discipline, including discharge.
10.3. The parties acknowledge that the environmental and safety restrictions governing conduct at the Project site may prohibit smoking at any time in any location or facility.

10.4. The Employer(s) shall provide adequate supplies of drinking water and sanitary facilities for all employees. Proper notification of this requirement shall be provided to the Employer(s) at the Pre-Job Conference and Mark-Up Meeting to ensure compliance with this Paragraph 10.4.

11. **UNION RECOGNITION**

11.1. The 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 the Unions.

11.2. All employees performing Covered Work shall be or shall become and then remain members in good standing of the Unions 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.

11.3. 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 Unions and to utilize their registration facilities and referral systems when performing Covered Work.
11.4. 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.

11.5. Primary Employer agrees to not enter into any labor agreements with respect to this Project in which it recognizes or accepts craft jurisdiction for any other union that overlaps with or conflicts with the craft jurisdiction of Local 447, Local 340 or Local 162, as set forth in the Master Labor Agreements of the Local Unions.

12. STRIKES AND LOCKOUTS

12.1. During the term of this Agreement, the Unions, their agents, their representatives and other persons employed by the Unions shall not incite, encourage, condone or participate in any strike, walkout, slowdown, sit-down, stay-in, boycott, sympathy strike, picketing or other work stoppage for any cause whatsoever with respect to this Project, and there shall be no lockout by Primary Employer or any other Employer with respect to Covered Work. It is expressly agreed that any such action is in violation of this Agreement. In the event of a violation of this provision, any party shall be entitled to seek relief pursuant to the grievance procedures in this Article 12, specifically including injunctive relief and monetary damages, to restrain any such action on the part of the violating party and/or any of its agents, representatives or other persons it employs, and to recover
damages. In the event of a violation of this provision, and provided that an
Arbitrator appointed under this Article 12 cannot convene a hearing within forty-
eight (48) hours of the violation, any party involved in the violation may seek
temporary injunctive relief in court pending a ruling, either preliminary or final, by
an Arbitrator pursuant to the grievance procedures in this Article 12. The
Arbitrator shall have the authority to modify or dissolve any temporary order that
has been issued by a court.

12.2. Notwithstanding the provisions of Paragraph 12.1 above, it is agreed
that the Unions retain the right to withhold the services of their members from a
particular contractor or subcontractor who fails to make timely payments to the
Unions' benefit plans, or fails to timely pay its weekly payroll, in accordance with
its agreements with the Unions provided, however, before withholding employees
pursuant to this Paragraph for failure to make timely payments to the Unions' benefit plans, the Unions must provide at least seventy-two (72) hours advance
notice by written facsimile to Primary Employer and Employers of the intent to
exercise their rights under this Paragraph and then allow seventy-two (72) hours
from the time such facsimile is sent to permit an opportunity for curing the claim
giving rise to the notice. In the event the Unions or any of their members elect to
withhold 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 in accordance
with Paragraph 5.1 or 5.2.
12.3. In the event that any applicable Master Labor Agreement expires and the parties to that agreement fail to reach agreement on a new contract by the date of expiration, the Unions 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, except to the extent they conflict with any provision of this Agreement. In addition, if the new labor agreement provides for retroactive wage or benefit increases, then any Employer shall pay to its employees who performed Covered Work during the period 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.

12.4. In the event a Party to this Agreement contends that a violation of Paragraph 12.1 has occurred, is occurring, or is threatening to occur, a Party may invoke the procedure set forth herein, in addition to its right to seek injunctive relief from a court of law.

12.4.1. The Party invoking this procedure shall simultaneously notify Barry Winograd, Ken Silbert, Barbara Chvany and John Kagel who the parties agree shall serve as permanent arbitrators under this expedited grievance procedure. The permanent arbitrators shall rotate in assignments of cases with Barry Winograd serving as the permanent arbitrator in the first case to be processed. In the event that the arbitrator next in order is unavailable or unable to
serve, the next arbitrator shall serve on the particular case and the unavailable permanent arbitrator shall serve on the next case.

12.4.2. Notice to the arbitrators shall be by the most expeditious means available with simultaneous notice to the Party alleged to be in violation of this Agreement.

12.4.3. The arbitrator shall hold the hearing within seventy two (72) hours of receipt of the notice set forth in Section 12.4.2. The arbitrator shall notify the Parties by fax of the place and time of the scheduled hearing at least one full business day in advance of the hearing. The failure of any Party or Parties to attend shall not delay the hearing of evidence or issuance of an award by the arbitrator.

12.4.4. The sole issue of liability at the hearing shall be whether or not a violation of Paragraph 12.1 has in fact occurred and the arbitrator shall have no authority to consider any manner of justification or explanation or mitigation of such violation, or to award damages, which issues are reserved for further arbitration proceedings before the arbitrator, if any.

12.4.5. To the extent feasible, the arbitrator shall issue a decision to the Parties at the close of hearing, but in no event later than twenty-four (24) hours after the close of the hearing by telephone followed by a fax, and the decision may be issued without a written opinion. Should any Party desire a written opinion, one
shall be issued by the arbitrator within fifteen (15) calendar days, but its issuance shall not delay compliance with, or enforcement of, the decision.

12.4.6. The arbitrator may order cessation of the violation, and such order shall be served on all Parties by personal delivery or registered mail, next day delivery, upon issuance. Such order may be enforced by any court of competent jurisdiction upon the filing of this Agreement and other relevant documents.

12.4.7. The arbitrator shall not have the power or authority to render a decision the effect of which would be to add to, alter, amend or modify this Agreement.

12.4.8. The fees and expenses of the arbitrator shall be divided equally by the participating parties.

12.4.9. In the event that any of the permanent arbitrators becomes permanently incapacitated, deceased or notifies the Parties that the arbitrator no longer wishes to serve as an arbitrator under this Agreement, the Parties shall select a replacement within five (5) work days of such notice unless the period for such selection is extended by mutual agreement. The remaining permanent arbitrators shall hear all disputes in the interim or shall appoint another arbitrator to hear disputes that the former permanent arbitrator cannot hear, pending replacement of the former permanent arbitrator.
13. **JOINT LABOR/MANAGEMENT MEETINGS**

13.1. From and after the date that is thirty (30) days prior to the publishing of the first bid request for any Covered Work, Primary Employer or its designee will meet monthly with the Unions in order to promote harmonious and stable labor/management relations on the Project, and to ensure effective and constructive communications between labor and management. When a contract has been let to a contractor(s) for any portion of the Covered Work, a Pre-Job Conference and Mark-Up Meeting shall be held upon the request of the Unions, contractor or the Primary Employer. Such meetings shall be held at a location in Placer County designated in writing by the contractor or Primary Employer.

13.2. The Primary Employer may schedule and attend any Pre-Job Conferences and Mark-Up Meetings.

14. **GRIEVANCE PROCEDURE**

14.1. It is mutually agreed that any question arising out of this Agreement involving its interpretation and/or application (except for those arising out of Article 16 Successorship), shall be considered a grievance. Questions arising out of or involving the interpretation of a Master Labor Agreement shall be resolved under the grievance procedure provided in that Master Labor Agreement.

14.2. Primary Employer and other Employers, as well as the Unions, may bring forth grievances under this Article.
14.3. A grievance shall be considered null and void if not brought to the attention of the Employer within five (5) working days after the incident that initiated the alleged grievance occurred or was discovered, whichever is later. The term "working days" as used in this Article shall exclude Saturdays, Sundays or holidays regardless of whether any work is actually performed on such days.

14.4. Grievances shall be settled according to the following procedure, except that grievances that do not involve an individual grievant shall commence at Step 2:

**Step 1**
The Steward and the grievant shall attempt to resolve the grievance with the craft supervisor within five (5) working days after the grievance has been brought to the attention of the Employer.

**Step 2**
In the event the matter remains unresolved in Step 1 above after five (5) working days, within five (5) working days thereafter, the alleged grievance may be referred in writing to the Business Manager(s) of the Union(s) affected and the Labor Relations representative of the Employer(s) for discussion and resolution. A copy of the written grievance shall also be mailed/faxed to the Primary Employer.

**Step 3**
In the event the matter is not resolved in Step 2 above within five (5) working days, within five (5) working days thereafter, the grievance may be referred in writing to the Business Manager(s) of the affected Union(s) and the Manager of Labor Relations of the Employer(s) or the Manager's designated representative, and the Primary Employer, for discussion and resolution.

**Step 4**
If the grievance is not settled in Step 3 above within five (5) working days of referral, within five (5) working days...
thereafter, any party to the grievance may request the dispute be submitted to arbitration. The request for arbitration must be in writing with a copy to the Primary Employer. An Arbitrator selected from a permanent panel of Arbitrators consisting of Barry Winograd, Ken Silbert, Barbara Chvany, John Kagel and will hear grievances filed pursuant to this Article. The Arbitrator will be selected by rotation from the permanent panel, rotating in the order set forth above. The Primary Employer shall keep a record of the sequence and shall notify the parties to the grievance as to the next arbitrator in the order of rotation. In the event the Arbitrator is not available in a reasonable time to hear the grievance, and the parties have not mutually agreed to extend the time for arbitration, the next arbitrator in order of rotation will be selected. This process will be followed until an arbitrator is found who is available in a reasonable time to hear the grievance. A "reasonable time" is defined as fifteen (15) calendar days when the grievance concerns employment discharge, and thirty (30) calendar days for all other grievances.

14.5. The Arbitrator shall conduct a hearing at which the parties to the grievance shall be entitled to present testimonial and documentary evidence. Hearings will be transcribed by a certified court reporter. The parties shall be entitled to file written briefs after the close of the hearing and receipt of transcript.

14.6. Upon the expiration of the time for parties to file briefs, the Arbitrator shall issue a written decision that will be served on all parties and on the Primary Employer. The Arbitrator's decision shall be confined to the issue(s) posed by the grievance and, except as provided in Paragraph 17.1.1 infra, the Arbitrator shall not have the authority to modify, amend, alter, add to or subtract from, any provision of this Agreement. The Arbitrator shall have the authority to utilize any appropriate
and lawful equitable or legal remedy to prevent and/or cure any breach or
threatened breach of this Agreement. The Arbitrator’s decision shall be final and
binding as to all parties signatory to this Agreement.

14.7. The cost of the Arbitrator and the court reporter and any cost to pay
for facilities for the hearing shall be borne equally by the parties to the grievance.
All other costs and expenses in connection with the grievance hearing shall be borne
by the party by whom they are incurred.

14.8. Any party to a grievance not involving the Primary Employer may
invite the Primary Employer to participate in resolution of the grievance. In such
cases, the Primary Employer may, at its own initiative, participate in Steps 1
through 3 of the grievance procedure.

14.9. In determining whether the time limits of Steps 2 through 4 of the
grievance procedure have been met, a written referral or request shall be considered
timely if it is personally delivered, faxed or postmarked within the five (5) working
day period.

14.10. Any of the time periods set forth in this Article may be extended in
writing by mutual consent of the parties to the grievance, and any written referral
or request shall be considered timely if it is personally delivered, faxed or
postmarked during the extended time period.

14.11. In the event that the grievance involves an alleged violation of
Article 5, the party bringing the grievance shall provide the Unions, Primary
Employer and 1600 Placer with written notice of the grievance concurrently with the initiation of the procedure set forth in Paragraph 14.4, Step 4.

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 each Employer hereby expressly waives its right to contest, challenge, repudiate or void (hereinafter collectively "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, its parents, subsidiaries, affiliated entities, managers and/or principals shall not solicit, finance or participate in or provide material support to 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, participation in or providing material support to a challenge as those terms are used in this Agreement.

15.3. This Article shall be enforced pursuant to Article 14 of this Agreement and any grievance shall commence at Step 3 of Article 14.4. 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. **SUCCESSORSHIP (SURVIVABILITY OF ARTICLE 5 SUBCONTRACTING OBLIGATION)**

16.1. Subject to the provisions of Paragraph 16.4, the Covered Work subcontracting obligations in Article 5 are independent obligations of Primary Employer which shall survive any full or partial termination of Primary Employer's involvement in the Project for any reason (a "Termination Event"), including: (i) any termination or transfer of Primary Employer's right to control and coordinate construction work on the Project Real Property; (ii) any termination of a contract, if any, between Primary Employer and 1600 Placer or any other Project owner for any Covered Work; (iii) any transfer of a contract, if any, between Primary Employer and 1600 Placer or any other Project owner for any Covered Work; (iv) the sale of all or any portion of the Project Real Property by 1600 Placer or any other Project owner; or (v) any other replacement of Primary Employer with another contractor. The Covered Work that is no longer subject to the control of Primary Employer due to a Termination Event is referred to herein as the "Transferred Work".

16.2. The parties agree that if 1) there is a Termination Event, and 2) Transferred Work is performed by an Employer that is not in compliance with the provisions of Article 5 (each, a "Successor Violation"), then Primary Employer shall pay Liquidated Damages, as described in Paragraph 16.3, for the Successor...
Violation to compensate the Unions for the actual damages caused by reason thereof. The parties agree that such damages caused by the Successor Violation would be unreasonably difficult, costly, inconvenient or impracticable to calculate. Accordingly, the parties agree to Liquidated Damages, which bear a reasonable relationship to the actual harm suffered as a result of the Successor Violation, as provided in Paragraph 16.3 ("Liquidated Damages"). Any party alleging the occurrence of a Successor Violation shall provide 1600 Placer with written notice concurrently with the commencement of any action to enforce the provisions of this Article 16. A failure to provide this notice shall not constitute a defense to any such action to enforce the provisions of Article 16.

16.3. The amount of Liquidated Damages payable pursuant to Paragraph 16.2 is Thirty Dollars ($30.00) for each hour that Transferred Work was performed by employees of contractors or subcontractors who are not signatory to the Master Labor Agreement with the Union covering the geographic area of the Project and having traditional and customary jurisdiction over the work performed by that contractor or subcontractor. Any and all Liquidated Damages shall be paid as follows: Fifteen Dollars ($15.00) per hour to the Unions' qualified pension plan and Fifteen Dollars ($15.00) per hour to the Unions' qualified health and welfare plan. The parties agree that the Unions shall enforce, collect and receive Liquidated Damages on behalf of their qualified pension plans and their qualified health and welfare plans. The qualified pension plans and the qualified health and welfare plans shall have no right to independently enforce the provisions of this
Agreement, including, but not limited to, the Liquidated Damages provisions contained in this Article 16.

16.4. Notwithstanding any term or provision set forth in this Agreement to the contrary, Primary Employer (and any successor Primary Employer) shall be relieved of all liability under this Agreement with respect to all or any portion of the Project and the Project Real Property as follows:

(i) Upon Primary Employer’s receipt of a fully executed release substantially in the form of the release attached to either a “Full Assumption Agreement” or “Partial Assumption Agreement” (attached hereto as Attachments B-1 and B-2, respectively) (each, a “Release”). Such Release shall not be withheld if, under all the circumstances, the Unions, in the exercise of their reasonable judgment, determine that the successor under the Full or Partial Assumption Agreement, together with any guarantor of this Agreement, has the financial means to complete the Transferred Work and to comply with the successor Primary Employer’s obligations and undertakings under this Agreement, including any obligation to pay Liquidated Damages. As used in this paragraph, the term “financial means” shall include the ability of the successor, together with any guarantor, to obtain third party financing, which financing may be secured by the real property on which the Transferred Work will be performed; or

(ii) Upon Primary Employer’s receipt of written acknowledgments from Unions that they agree that the applicable Primary Employer shall be released from its obligations, undertakings and liability under this Agreement with respect
to the Transferred Work if the successor Primary Employer executes and delivers to
the Unions (A) a fully executed “Full Assumption Agreement” or “Partial
Assumption Agreement” (substantially in the form of Attachments C(1) and C(2),
respectively), and (B) reasonable evidence that the successor Primary Employer has
the financial means to complete the Transferred Work and to comply with the
successor Primary Employer’s obligations and undertakings under this Agreement,
including any obligation to pay Liquidated Damages. Such acknowledgment shall
not be withheld, and the Primary Employer shall be deemed to have satisfied the
requirements of clause (B) of the immediately preceding sentence, if the Primary
Employer provides the Unions with a letter from either a nationally recognized
financial institution or certified public accounting firm stating the financial
institution’s or accounting firm’s reasoned opinion that the successor, together with
any guarantor of this Agreement, has the financial means to complete the
Transferred Work, and to comply with the successor Primary Employer’s obligations
and undertakings under this Agreement, including any obligation to pay Liquidated
Damages (each, an “Opinion Letter”). As used in this paragraph, the term
“financial means” shall include the ability of the successor, together with any
guarantor, to obtain third party financing, which financing may be secured by the
real property on which the Transferred Work will be performed. Each Union shall
provide the acknowledgement required under this Section 16.4 (ii) as follows:

(a) With respect to a full release of liability, by delivering a
counterpart of the Acknowledgement attached hereto as Attachment D-1 within five
(5) business days after such Union's receipt of both: (1) a Full Assumption Agreement and (2) an Opinion Letter.

(b) With respect to a partial release of liability, by delivering a counterpart of the Acknowledgement attached hereto as Attachment D-2 within five (5) business days after such Union’s receipt of both: (1) a Partial Assumption Agreement and (2) an Opinion Letter.

16.5. Any sham transfer of the Project or the Project Real Property or other subterfuge for purposes that include avoiding the obligations of the Primary Employer under this Agreement is a breach of this Article 16 and shall not release Primary Employer from any of its obligations or undertakings under this Agreement.

16.6. This Article 16 shall be enforceable in any court of competent jurisdiction, and shall not be subject to the grievance procedure set forth in Article 14.

17. **GENERAL PROVISIONS**

17.1. If any article or provision of this Agreement shall become invalid, inoperative and/or unenforceable by operation of law or by declaration of any competent authority of the executive, legislative, judicial or administrative branches of the federal or state government, the Employers and the Unions shall suspend the operation of such article or provision during the period of its invalidity, and the Primary Employer and the Unions shall negotiate in its place and stead an
article or provision that will satisfy the objections to its validity and that, to the
greatest extent possible, will be in accord with the intent and purpose of the article
or provision in question. The new article or provision negotiated by the Primary
Employer and the Unions shall be binding on all parties signatory to this
Agreement.

17.1.1. If the Primary Employer and the Unions are unable within
thirty (30) calendar days to negotiate a substitute article or provision, any of them
may at any time thereafter submit the matter directly to interest arbitration
pursuant to the procedures set forth in Paragraphs 14.4, Step 4, and Paragraphs
14.5 through 14.7. The Arbitrator shall have the authority to modify, amend and
alter the Agreement by providing a substitute article or provision to replace the
one(s) that have become invalid, inoperative or unenforceable. The Arbitrator's
decision, and the new article or provision, shall be final and binding on all parties
signatory to the Agreement.

17.2. 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.
17.3. Except as enumerated in this Agreement, all other terms and conditions of employment described in the Master Labor Agreement of the Union having traditional and customary jurisdiction over the work shall apply.

17.4. The provisions of this Agreement shall take precedence over conflicting provisions of the applicable Master Labor Agreement.

17.5. 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.

17.6. This Agreement may be executed in any number of counterparts, and each counterpart shall be deemed to be an original document. All executed counterparts together shall constitute one and the same document, and any signature pages may be assembled to form a single original document.

17.7. Notices. All notices to be given under this Agreement to the Unions, Primary Employer and 1600 Placer shall be in writing and sent by (A) certified mail, return receipt requested, in which case notice shall be deemed delivered three (3) business days after deposit, postage prepaid in the United States Mail; (B) a nationally recognized overnight courier, in which case notice shall be deemed delivered one (1) business day after deposit with that courier; (C) hand delivery, in which case notice shall be deemed delivered upon receipt; or (D) telexcopy or similar means if a copy of the notice is also sent by United States Certified Mail, in which case notice shall be deemed delivered on transmittal by telexcopier or other similar
means, provided that a transmission report is generated by reflecting the accurate transmission of the notices, as follows:

Unions:

UA Local #447
5841 Newman Court
Sacramento, CA 95819

Attention: Business Manager
Telephone: (916) 457-6595
Facsimile: (916) 454-6151

IBEW Local #340
2840 El Centro Road, #115
Sacramento, CA 95833

Attention: Business Manager
Telephone: (916) 927-4239
Facsimile: (916) 927-1074

Sheet Metal Workers Local #162
2840 El Centro Road, #110
Sacramento, CA 95833

Attention: Business Manager
Telephone: (916) 922-1183 ext. 10
Facsimile: (916) 922-2969

With copy to:

Mr. Daniel Cardozo
Adams Broadwell Joseph & Cardozo
1225 8th Street, Suite 550
Sacramento, CA 95814
Telephone: (916) 444-6201
Facsimile: (916) 444-6209
Primary Employer:

Signature Properties, Inc.
4670 Willow Rd., Suite 200
Pleasanton, CA 94588
Attention: General Counsel
Telephone: (925) 463-1122
Facsimile: (925) 463-0832

1600 Placer:

1600 Placer Investors, L.P.
2150 Douglas Boulevard, Suite 110
Roseville, California 95661
Attention: Bill Falik and John Murray
Telephone: (916) 774-3400
Facsimile: (916) 774-3434

18. TERM OF AGREEMENT

18.1. The term of this Agreement shall commence on the date indicated below as the date of execution and shall continue in effect with respect to each legal parcel within the Project Real Property until completion of all Covered Work pursuant to Article 3 on such legal parcel.
IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and effective as of September 3rd, 2004.

SIGNATURE PROPERTIES, INC.,
a California Corporation
Primary Employer

By: Michael Gluecmetti
Its: President

UNIONS

By: Harry Rotz, Business Manager
UA Plumbers and Steamfitters
Union, Local 447

By: A.C. Steelman, Business Manager
International Brotherhood of Electrical
Workers Union, Local 340

By: Dennis Caneveri, Business Manager
Sheet Metal Workers Union, Local 162
IN WITNESS WHEREOF, the Parties have caused this Agreement to be
executed and effective as of __________ 3 __________, 2004.

SIGNATURE PROPERTIES, INC.,
a California Corporation
Primary Employer

By: Michael Ghielmetti
Its: President

UNIONS

By: Harry Botz, Business Manager
    UA Plumbers and Steamfitters
    Union, Local 447

By: A.C. Steelman, Business Manager
    International Brotherhood of Electrical
    Workers Union, Local 340

By: Dennis Canevari, Business Manager
    Sheet Metal Workers Union, Local 162
IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and effective as of 9-03-04 2004.

SIGNATURE PROPERTIES, INC.,
a California Corporation
Primary Employer

By:  Michael Ghelletti
Its:  President

UNIONS

By:  Harry Rotz, Business Manager
      UA Plumbers and Steamfitters
      Union, Local 447

By:  A.C. Steelman, Business Manager
      International Brotherhood of Electrical
      Workers Union, Local 340

By:  Dennis Caneveri, Business Manager
      Sheet Metal Workers Union, Local 162
IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and effective as of Sept. 3, 2004.

SIGNATURE PROPERTIES, INC.,
a California Corporation
Primary Employer

By: Michael Ghielmetti
Its: President

UNIONS

By: Harry Rotz, Business Manager
UA Plumbers and Steamfitters
Union, Local 447

By: A.C. Steelman, Business Manager
International Brotherhood of Electrical Workers Union, Local 340

By: Dennis Canevari, Business Manager
Sheet Metal Workers Union, Local 162
ATTACHMENT A
AGREEMENT TO BE BOUND

PROJECT LABOR AGREEMENT
WEST ROSEVILLE SPECIFIC PLAN AREA PROJECT
(WESTPARK PROPERTY)

The undersigned hereby certifies and agrees that:

1.) It is an Employer as that term is defined in Paragraph 1.4 of the West Roseville Specific Plan Area (Westpark Property) Project Labor Agreement ("Agreement") because it has been, or will be, awarded a contract or subcontract to assign, award or subcontract Covered Work on the West Roseville Specific Plan Area Project (Westpark Property) (as defined in Paragraphs 1.2 and 3.1 of the Agreement), or to authorize another party to assign, award or subcontract Covered Work, or to perform Covered Work.

2.) In consideration of the award of such contract or subcontract, and in further consideration of the promises made in the Agreement and all attachments thereto (a copy of which was received and is hereby acknowledged), it 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.

3.) If it performs Covered Work, it will be bound by the legally established trust agreements designated in local master collective bargaining agreements, and hereby 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 undersigned.

4.) It has no commitments or agreements that would preclude its full and complete compliance with the terms and conditions of said Agreement.

5.) It will secure a duly executed Agreement to be Bound, in form identical to this document, from any Employer(s) at any tier or tiers with which it contracts to assign, award, or subcontract Covered Work, or to authorize another party to assign, award or subcontract Covered Work, or to perform Covered Work.

DATED: __________________ Name of Employer ______________________

___________________________________________
(Authorized Officer & Title)

___________________________________________
(Address)
ATTACHMENT B(1)

FULL ASSUMPTION AGREEMENT

THIS ASSUMPTION AGREEMENT ("Assumption Agreement") is by and between SIGNATURE PROPERTIES, INC. ("Assignor") and [NEW PRIMARY EMPLOYER] ("Assignee").

RECITALS

A. Assignor is the Primary Employer under a certain Project Labor Agreement dated [DATE] 2004 (the "PLA") with the Plumbers & Steamfitters Union, Local 447, the International Brotherhood of Electrical Workers, Local 340, and the Sheet Metal Workers, Local 162 (collectively the "Unions"), concerning the real estate development project located in the City of Roseville, Placer County, known as the West Roseville Specific Plan Area Project (Westpark Property) (the "Project").

B. Assignor desires to assign to Assignee all of its rights and obligations under the PLA with respect to all of the Project Real Property, as described on Exhibit A attached hereto, and to be released by the Unions, in accordance with Paragraph 16.4 of the PLA, from all of Assignor's rights and obligations under the PLA with respect to the Project Real Property.

C. Assignee, a contractor primarily engaged in the construction industry, desires to assume, for the benefit of the Unions, all rights and obligations of Primary Employer under the PLA with respect to the Project Real Property.

AGREEMENTS

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. Effective [DATE] (the "Effective Date"), Assignor hereby assigns to Assignee all of Assignor’s right, title, and interest in and to the PLA with respect to the Project Real Property. Assignor acknowledges that it has no further interest in the PLA or the Project Real Property, and that the Unions may treat the PLA as if it had been made by Assignee.

2. As of the Effective Date, Assignee hereby assumes all of Assignor’s rights and obligations under the PLA and agrees to perform and is able to perform, as a direct obligation to the Unions, all of the covenants, agreements and conditions contained in the PLA to be performed by Primary Employer.
3. This Assumption Agreement is expressly conditioned upon the Unions' execution and delivery to Assignor of a release of Assignor's obligations under the PLA, which release shall be substantially in the form of Exhibit 1.

4. This Assumption Agreement and all covenants and agreements contained herein shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

5. This Assumption Agreement shall be governed by and construed in accordance with the laws of the State of California, including all matters of construction, validity, performance and enforcement.

6. In the event of a dispute regarding the interpretation or enforcement of the provisions hereof, the prevailing party shall be entitled to its reasonable attorneys' fees and costs of suit.

7. Assignor and Assignee each acknowledge that the Unions are third party beneficiaries to this Assumption Agreement and are entitled to rely upon the covenants and representations of Assignee and Assignor contained herein. This Agreement shall not be amended, modified, supplemented or revised without the prior written consent of the Unions.

8. This Assumption Agreement may be executed in any number of counterparts and each counterpart shall be deemed to be an original document. All executed counterparts together shall constitute one and the same document, and any signature pages may be assembled to form a single original document.

9. This Assumption Agreement constitutes the entire agreement of Assignee and Assignor with respect to the PLA.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assumption Agreement to be executed and do each hereby warrant and represent that their respective signatories whose signatures appear below have been and are on the date of this Assignment Agreement duly authorized by all necessary and appropriate action to execute this Assignment Agreement.
“ASSIGNOR”
SIGNATURE PROPERTIES, INC.
________________________
Dated: ____________________

“ASSIGNEE”
[NEW PRIMARY EMPLOYER]
By: _______________________
Its: _______________________
Dated: ____________________
Exhibit 1 to Attachment B(1)

PROJECT LABOR AGREEMENT
RELEASE OF LIABILITY
WEST ROSEVILLE SPECIFIC PLAN PROJECT
(WESTPARK PROPERTY)

This Release of Liability ("Release") is made by UA Plumbers and
Steamfitters Local #447, International Brotherhood of Electrical Workers Local
#340, and Sheet Metal Workers Local #162 ("Unions").

A. On or about __________, the Unions and Signature Properties,
Inc. ("Primary Employer") entered into that certain Project Labor Agreement dated
__________, (the "PLA") whereby the parties agreed, in Article 16, that, upon
execution and delivery to the Unions of an acceptable agreement by a financially
responsible successor assuming all of Primary Employer’s obligations under the
PLA ("Assumption Agreement"), the Unions shall release Primary employer from
all of its obligations under the PLA.

B. Primary Employer and __________ have executed that certain
Assumption Agreement dated __________, and such agreement is acceptable to the
Unions.

C. The Unions have determined that __________ is a financially
responsible successor to Primary Employer, as contemplated by Article 16 of the
PLA.

D. In reliance upon the foregoing, the Unions each acknowledge and agree
that Primary Employer has satisfied the successorship criteria of Article 16 of the
PLA. Accordingly, the Unions do hereby, jointly and severally, release Primary
Employer from all subsequent obligations and undertakings of the PLA, including
liability for the payment of liquidated damages under Paragraph 16.3.

E. This Release may be executed in any number of counterparts and each
counterpart shall be deemed an original document. All executed counterparts shall
constitute one and the same document, and any signature pages may be assembled
to for a single original document.
IN WITNESS WHEREOF, the Unions have caused this Release to be executed and effective from and after ____________, 2004.

UNIONS:

By: ______________________
    Business Manager, UA Local #447

By: ______________________
    Business Manager, IBEW Local #340

By: ______________________
    Business Manager, Sheet Metal Workers Local #162
ATTACHMENT B(2)
PARTIAL ASSUMPTION AGREEMENT

THIS PARTIAL ASSUMPTION AGREEMENT ("Partial Assumption Agreement") is by and between SIGNATURE PROPERTIES, INC. ("Assignor") and [NEW PRIMARY EMPLOYER] ("Assignee").

RECITALS

A. Assignor is the Primary Employer under a certain Project Labor Agreement dated ______, 2004 (the "PLA") with the Plumbers & Steamfitters Union, Local 447, the International Brotherhood of Electrical Workers, Local 340, and the Sheet Metal Workers, Local 162 (collectively the "Unions"), concerning the real estate development project located in the City of Roseville, Placer County, known as the West Roseville Specific Plan Area Project (Westpark Property) (the "Project").

B. Assignor desires to assign to Assignee all of its rights and obligations under the PLA with respect to the portion of the Project Property described on Exhibit A attached hereto (the "Transferred Work"), and to be released by the Unions, in accordance with Paragraph 16.4 of the PLA, from all of Assignor's rights and obligations under the PLA with respect to the Transferred Work.

C. Assignee, a contractor primarily engaged in the construction industry, desires to assume, for the benefit of the Unions, all rights and obligations of Primary Employer under the PLA with respect to the Transferred Work

AGREEMENTS

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. Effective [DATE] (the "Effective Date"), Assignor hereby assigns to Assignee all of Assignor's right, title, and interest in and to the PLA with respect to the Transferred Work. Assignor acknowledges that it has no further interest in the PLA with respect to the Transferred Work, and that the Unions may treat the PLA as if it had been made by Assignee with respect to the Transferred Work.

2. As of the Effective Date, Assignee hereby assumes all of Assignor's rights and obligations under the PLA with respect to the Transferred Work, and agrees to perform and is able to perform, as a direct obligation to the Unions, all of
the covenants, agreements and conditions contained in the PLA to be performed by Primary Employer with respect to the Transferred Work.

3. This Partial Assumption Agreement is expressly conditioned upon the Unions' execution and delivery to Assignor of a release of Assignor's obligations under the PLA with respect to the Transferred Work, which release shall be substantially in the form of Exhibit 1.

4. This Partial Assumption Agreement and all covenants and agreements contained herein shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

5. This Partial Assumption Agreement shall be governed by and construed in accordance with the laws of the State of California, including all matters of construction, validity, performance and enforcement.

6. In the event of a dispute regarding the interpretation or enforcement of the provisions hereof, the prevailing party shall be entitled to its reasonable attorneys' fees and costs of suit.

7. Assignor and Assignee each acknowledge that the Unions are third party beneficiaries to this Partial Assumption Agreement and are entitled to rely upon the covenants and representations of Assignee and Assignor contained herein. This Agreement shall not be amended, modified, supplemented or revised without the prior written consent of the Unions.

8. This Partial Assumption Agreement may be executed in any number of counterparts and each counterpart shall be deemed to be an original document. All executed counterparts together shall constitute one and the same document, and any signature pages may be assembled to form a single original document.

9. This Partial Assumption Agreement constitutes the entire agreement of Assignee and Assignor with respect to the PLA.

10. All of the obligation of Assignor under the PLA, with respect to all of the Project Property, except for the Transferred Work, shall remain in full force and effect.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Partial Assumption Agreement to be executed and do each hereby warrant and represent that their respective signatories whose signatures appear below have been and are on the date of this Partial Assignment Agreement duly authorized by all necessary and appropriate action to execute this Partial Assignment Agreement.
PROJECT LABOR AGREEMENT
RELEASE OF LIABILITY
WEST ROSEVILLE SPECIFIC PLAN AREA PROJECT
(WESTPARK PROPERTY)

This Partial Release of Liability ("Partial Release") is made by UA Plumbers and Steamfitters Local #447, International Brotherhood of Electrical Workers Local #840, and Sheet Metal Workers Local #162 ("Unions").

A. On or about ____________, the Unions and Signature Properties, Inc. ("Primary Employer") entered into that certain Project Labor Agreement dated ____________ (the "PLA") whereby the parties agreed, in Article 16, that, upon execution and delivery to the Unions of an acceptable agreement by a financially responsible successor partially assuming Primary Employer's obligations under the PLA ("Partial Assumption Agreement"), the Unions shall release Primary employer from its obligations under the PLA to the extent that such obligations are transferred to such successor.

B. Primary Employer and ____________ have executed that certain Partial Assumption Agreement dated ____________ with respect to the Transferred Work described therein, and such agreement is acceptable to the Unions.

C. The Unions have determined that ____________ is a financially responsible successor to Primary Employer, as contemplated by Article 16 of the PLA.

D. In reliance upon the foregoing, the Unions each acknowledge and agree that Primary Employer has satisfied the successorship criteria of Article 16 of the PLA with respect to the Transferred Work. Accordingly, the Unions do hereby, jointly and severally, release Primary Employer from all subsequent obligations and undertakings of the PLA with respect to the Transferred Work, including liability for the payment of liquidated damages with respect to the Transferred Work under Paragraph 16.3.

E. All obligations of Primary Employer with respect to all of the Project Real property except for the Transferred Work shall remain in full force and effect.

F. This Release may be executed in any number of counterparts and each counterpart shall be deemed an original document. All executed counterparts shall
constitute one and the same document, and any signature pages may be assembled to for a single original document.

IN WITNESS WHEREOF, the Unions have caused this Partial Release to be executed and effective from and after __________ 2004.

UNIONS:

By: ____________________________________________
    Business Manager, UA Local #447

By: ____________________________________________
    Business Manager, IBEW Local #340

By: ____________________________________________
    Business Manager, Sheet Metal Workers, Local #162
ATTACHMENT C(1)
FULL ASSUMPTION AGREEMENT

THIS ASSUMPTION AGREEMENT ("Assumption Agreement") is by and between SIGNATURE PROPERTIES, INC. ("Assignor") and [NEW PRIMARY EMPLOYER] ("Assignee").

RECITALS

A. Assignor is the Primary Employer under a certain Project Labor Agreement dated ________, 2004 (the "PLA") with the Plumbers & Steamfitters Union, Local 447, the International Brotherhood of Electrical Workers, Local 340, and the Sheet Metal Workers, Local 162 (collectively the "Unions"), concerning the real estate development project located in the City of Roseville, Placer County, known as the West Roseville Specific Plan Area Project (Westpark Property) (the "Project").

B. Assignor desires to assign to Assignee all of its rights and obligations under the PLA with respect to all of the Subject Property, as described on Exhibit A attached hereto, and to be released by the Unions, in accordance with Paragraph 16.4 of the PLA, from all of Assignor’s rights and obligations under the PLA with respect to the Subject Property.

C. Assignee, a contractor primarily engaged in the construction industry, desires to assume, for the benefit of the Unions, all rights and obligations of Primary Employer under the PLA with respect to the Subject Property.

AGREEMENTS

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. Effective [DATE] (the "Effective Date"), Assignor hereby assigns to Assignee all of Assignor’s right, title, and interest in and to the PLA with respect to the Subject Property. Assignor acknowledges that it has no further interest in the PLA or the Subject Property, and that the Unions may treat the PLA as if it had been made by Assignee.

2. As of the Effective Date, Assignee hereby assumes all of Assignor’s rights and obligations under the PLA and agrees to perform and is able to perform, as a direct obligation to the Unions, all of the covenants, agreements and conditions contained in the PLA to be performed by Primary Employer.
3. This Assumption Agreement and all covenants and agreements contained herein shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

4. This Assumption Agreement shall be governed by and construed in accordance with the laws of the State of California, including all matters of construction, validity, performance and enforcement.

5. In the event of a dispute regarding the interpretation or enforcement of the provisions hereof, the prevailing party shall be entitled to its reasonable attorneys' fees and costs of suit.

6. Assignor and Assignee each acknowledge that the Unions are third party beneficiaries to this Assumption Agreement and are entitled to rely upon the covenants and representations of Assignee and Assignor contained herein. This Agreement shall not be amended, modified, supplemented or revised without the prior written consent of the Unions.

7. This Assumption Agreement may be executed in any number of counterparts and each counterpart shall be deemed to be an original document. All executed counterparts together shall constitute one and the same document, and any signature pages may be assembled to form a single original document.

8. This Assumption Agreement constitutes the entire agreement of Assignee and Assignor with respect to the PLA.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assumption Agreement to be executed and do each hereby warrant and represent that their respective signatories whose signatures appear below have been and are on the date of this Assignment Agreement duly authorized by all necessary and appropriate action to execute this Assignment Agreement.
"ASSIGNOR"
SIGNATURE PROPERTIES, INC.

____________________________
Dated: ______________________

"ASSIGNEE"

[NEW PRIMARY EMPLOYER]

By: _________________________
Its: _________________________
Dated: ______________________
PARTIAL ASSUMPTION AGREEMENT

THIS PARTIAL ASSUMPTION AGREEMENT ("Partial Assumption Agreement") is by and between SIGNATURE PROPERTIES, INC. ("Assignor") and [NEW PRIMARY EMPLOYER] ("Assignee").

RECITALS

A. Assignor is the Primary Employer under a certain Project Labor Agreement dated _______ 2004 (the "PLA") with the Plumbers & Steamfitters Union, Local 447, the International Brotherhood of Electrical Workers, Local 340, and the Sheet Metal Workers, Local 162 (collectively the "Unions"), concerning the real estate development project located in the City of Roseville, Placer County, known as the West Roseville Specific Plan Area Project (Westpark Property) (the "Project").

B. Assignor desires to assign to Assignee all of its rights and obligations under the PLA with respect to the portion of the Project Property described on Exhibit A attached hereto (the "Assignee Project Property"), and to be released by the Unions, in accordance with Paragraph 16.4 of the PLA, from all of Assignor's rights and obligations under the PLA with respect to the Assignee Project Property.

C. Assignee, a contractor primarily engaged in the construction industry, desires to assume, for the benefit of the Unions, all rights and obligations of Primary Employer under the PLA with respect to the Assignee Project Property.

AGREEMENTS

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. Effective [DATE] (the "Effective Date"), Assignor hereby assigns to Assignee all of Assignor's right, title, and interest in and to the PLA with respect to the Assignee Project Property. Assignor acknowledges that it has no further interest in the PLA with respect to the Assignee Project Property, and that the Unions may treat the PLA as if it had been made by Assignee with respect to the Assignee Project Property.

2. As of the Effective Date, Assignee hereby assumes all of Assignor's rights and obligations under the PLA with respect to the Assignee Project Property, and agrees to perform and is able to perform, as a direct obligation to the Unions,
all of the covenants, agreements and conditions contained in the PLA to be performed by Primary Employer with respect to the Assignee Project Property.

3. This Partial Assumption Agreement and all covenants and agreements contained herein shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

4. This Partial Assumption Agreement shall be governed by and construed in accordance with the laws of the State of California, including all matters of construction, validity, performance and enforcement.

5. In the event of a dispute regarding the interpretation or enforcement of the provisions hereof, the prevailing party shall be entitled to its reasonable attorneys' fees and costs of suit.

6. Assignor and Assignee each acknowledge that the Unions are third party beneficiaries to this Partial Assumption Agreement and are entitled to rely upon the covenants and representations of Assignee and Assignor contained herein. This Agreement shall not be amended, modified, supplemented or revised without the prior written consent of the Unions.

7. This Partial Assumption Agreement may be executed in any number of counterparts and each counterpart shall be deemed to be an original document. All executed counterparts together shall constitute one and the same document, and any signature pages may be assembled to form a single original document.

8. This Partial Assumption Agreement constitutes the entire agreement of Assignee and Assignor with respect to the PLA.

9. All of the obligation of Assignor under the PLA, with respect to all of the Project Property, except for the Assignee Project Property, shall remain in full force and effect.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Partial Assumption Agreement to be executed and do each hereby warrant and represent that their respective signatories whose signatures appear below have been and are on the date of this Partial Assignment Agreement duly authorized by all necessary and appropriate action to execute this Partial Assignment Agreement.
"ASSIGNOR"
SIGNATURE PROPERTIES, INC.

__________________________
Dated: ________________

"ASSIGNEE"

[NEW PRIMARY EMPLOYER]

By: ______________________
Its: ______________________
Dated: ____________________
ATTACHMENT D-1

PROJECT LABOR AGREEMENT
ACKNOWLEDGEMENT OF RELEASE OF LIABILITY
WEST ROSEVILLE SPECIFIC PLAN PROJECT
(WESTPARK PROPERTY)

This Acknowledgement of Release of Liability ("Acknowledgement") is made by UA Plumbers and Steamfitters Local #447, International Brotherhood of Electrical Workers Local #340, and Sheet Metal Workers Local #162 ("Unions").

A. On or about ____________, the Unions and Signature Properties, Inc. ("Primary Employer") entered into that certain Project Labor Agreement dated ____________ (the "PLA"). All capitalized terms not otherwise defined in this Acknowledgement shall have the same meaning set forth in the PLA. Article 16 of the PLA requires that, upon delivery to the Unions of (1) a Full Assumption Agreement and (2) an Opinion Letter, Primary Employer shall be released from all of its obligations under the PLA.

B. Primary Employer and ____________ have executed that certain Full Assumption Agreement dated ____________.

C. Primary Employer has delivered the Full Assumption Agreement and an Opinion Letter to the Unions. The Unions hereby acknowledge receipt of such documents.

D. Primary Employer has satisfied the successorship criteria of Article 16 of the PLA and is released from all subsequent obligations and undertakings of the PLA, including liability for the payment of liquidated damages under Paragraph 16.3.

E. This Acknowledgement may be executed in any number of counterparts and each counterpart shall be deemed an original document. All executed counterparts shall constitute one and the same document, and any signature pages may be assembled to for a single original document.
IN WITNESS WHEREOF, the Unions have caused this Release to be executed and effective from and after _____________, 2004.

UNIONS:

By: ____________________________
    Business Manager, UA Local #447

By: ____________________________
    Business Manager, IBEW Local #340

By: ____________________________
    Business Manager, Sheet Metal Workers Local #162
ATTACHMENT D-2

PROJECT LABOR AGREEMENT
ACKNOWLEDGEMENT OF PARTIAL RELEASE OF LIABILITY
WEST ROSEVILLE SPECIFIC PLAN AREA
(WESTPARK PROPERTY)

This Acknowledgement of Partial Release of Liability ("Acknowledgement") is made by UA Plumbers and Steamfitters Local #447, International Brotherhood of Electrical Workers Local #340, and Sheet Metal Workers Local #162 ("Unions").

A. On or about __________, the Unions and Signature Properties, Inc. ("Primary Employer") entered into that certain Project Labor Agreement dated __________ (the "PLA"). All capitalized terms not otherwise defined in this Acknowledgement shall have the same meaning set forth in the PLA. Article 16 of the PLA requires that, upon delivery to the Unions of (1) a Partial Assumption Agreement and (2) an Opinion Letter, Primary Employer shall be released from its obligations under the PLA to the extent that such obligations relate to the Transferred Work.

B. Primary Employer and __________ have executed that certain Partial Assumption Agreement dated __________ with respect to the Transferred Work described therein.

C. Primary Employer has delivered the Partial Assumption Agreement and an Opinion Letter to the Unions. The Unions hereby acknowledge receipt of such documents.

D. Primary Employer has satisfied the successorship criteria of Article 16 of the PLA with respect to the Transferred Work and is released from all subsequent obligations and undertakings of the PLA with respect to the Transferred Work, including liability for the payment of liquidated damages with respect to the Transferred Work under Section 16.3.

E. All obligations of Primary Employer with respect to all of the Project Real Property except for the Transferred Work shall remain in full force and effect.

F. This Acknowledgement may be executed in any number of counterparts and each counterpart shall be deemed an original document. All executed counterparts shall constitute one and the same document, and any signature pages may be assembled to for a single original document.

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IN WITNESS WHEREOF, the Unions have caused this Partial Release to be executed and effective from and after _________, 2004.

UNIONS:

By: __________________________
   Business Manager, UA Local #447

By: __________________________
   Business Manager, IBEW Local #340

By: __________________________
   Business Manager, Sheet Metal Workers, Local #16