

## WIND TURBINE AGREEMENT

This agreement is entered into this 7th day of July 2005 and revised 1<sup>st</sup> day of October 2008, between White Construction Inc. hereinafter referred to as the "Employer" or White, and the International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers "Iron Workers", Laborers' International Union of North America "LIUNA", International Union of Operating Engineers "IUOE" and the International Brotherhood of Electrical Workers "IBEW", hereinafter referred to as "Unions." This agreement covers the assembly and erection of wind turbines, including foundations, towers and site work, only at project sites where this agreement has been extended.

Extensions for this agreement shall be requested on a project basis and shall be extended, in writing, for the project location. If a signatory Union denies an extension, an immediate meeting shall be held between International signatory Unions. A majority vote shall determine if the request is approved or denied. Extension requests by Employer to Unions shall not be unreasonably withheld. This agreement is between the Employer and the International Unions only.

In entering into this Agreement, all parties recognize the terms and conditions covered by this Agreement are a departure from normal building and construction trades traditional work practices and conditions and therefore, in good faith have arrived at the special conditions provided herein.

### ARTICLE 1-RECOGNITION, SCOPE and UNION SECURITY

1.1 The Employer hereby recognizes the Unions as the sole and exclusive bargaining agent for all employees engaged in the assembly and erection of wind turbines, including foundations, towers and site work, at Designated Projects.

1.2 The Employer agrees to comply with the contractual wages, fringe benefits, hours and other working conditions established between the "unions" affiliates and the employers or recognized employer agencies in the localities in which the company does any work within the jurisdiction of the "unions" unless otherwise modified by this agreement. This agreement does not apply to superintendents, office and clerical employees, watchman or other professional or supervisory employees as defined in the National Labor Relations Act, as amended.

1.3 All employees covered by this agreement, as a condition of continued employment, shall, commencing on the eighth day following the beginning of their employment, or the effective date of this agreement, whichever is later, acquire, and for the duration of their employment, maintain membership in the union. This provision shall not apply where and if such a requirement for continued employment is prohibited by state law; provided, however, that where an agency shop is lawful in any such state, conformity therewith shall be a condition of employment on the eighth day following beginning of such employment, or the effective date of the agreement, whichever is the later period.

1.4 Employer shall have the right to assign their rights afforded under this agreement to any subsidiary, Limited Liability Corporate, or division which employer holds a direct financial interest.

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## ARTICLE II WAGES and FRINGE BENEFIT CONTRIBUTIONS

2.1 Payment of annuity, pension and/or health and welfare contributions for an employees work in each locality shall be made to such funds and in such amounts as are identified in the applicable bargaining agreement for that locality, provided that the designated fund is signatory to the union or unions National Reciprocal Agreement. In the event such annuity, pension and/or health and welfare fund is not signatory to the appropriate National Reciprocal Agreement, the equivalent contribution amounts shall be paid to the relevant fund identified in the collective bargaining agreement of the Union or Unions affiliate in the employee's home area.

2.2 Except for the employees represented by the IBEW, the Employer may, at its discretion, submit the contributions to the employee's home-area local union or district council funds. If the Employer chooses the option, it shall provide sufficient proof to the work area local union or district council funds that the appropriate contribution amount has been paid to the employee's home area local union or district council fund. In the case of employees represented by the IBEW, the employer shall make contributions on behalf of all employees to the collection agent in whose jurisdiction the work is located at the specified rate in the Inside/Outside local union's construction agreement. Employees represented by the IBEW may reciprocate contributions to their home fund provided they have properly registered with the IBEW Electronic Reciprocal Transfer System (ERTS). However, in no event shall the Employers "key" traveling employees be paid less in wages, and annuity, pension, and/or health and welfare contributions, than what is required under their home-area local union or district council collective bargaining agreement. This provision, Article II, is strictly limited to the company payment of annuity, pension and/or health and welfare contributions. The Employer is obligated to pay dues check-off and all other contributions required under the applicable work-area collective bargaining agreement to the work-area local union or district council.

2.3 The Employer agrees to be bound by and will sign all legally constituted trusts which have been established between the unions affiliates and recognized bargaining agencies of contractors in the area. It is understood that the sale purpose of becoming bound and signing these documents is to allow White Construction to contribute fringe benefit payments and does not bind White Construction to any other agreements or create further bargaining obligations.

2.4 Industry Advancement or Promotion Funds called for in the local labor agreement may be paid at the discretion of the Employer. International Labor Management Trusts i.e. IMPACT, NLMCC or LECET will be paid at the applicable rate. However, if the employer elects to make payments to any local fund, he is hereby obligated to make payments to all such local funds.

2.5 Once White's headquarters is notified by certified mail, return receipt requested, or by telegram, FAX, or other electronic means, that White or a jobsite subcontractor are delinquent in contributions to fringe benefit funds, apprenticeship funds, dues check-off or any other contractually required contributions for work at Designated Projects, and does not respond positively by forwarding said contributions to the appropriate place of receipt within ten (10) business days, the provisions of Article V shall not apply and the aggrieved Union may legally withhold services to the delinquent employer at the Designated Project. However, it is understood that such action, consistent with Article V, does not allow said craft to establish any picket line.

### **ARTICLE III SUBCONTRACTING**

3.1 White shall notify any potential subcontractor of the existence of the terms and conditions of this agreement.

3.2 In the event White subcontracts out any work at Designated Projects, such subcontractors shall be signatory to the appropriate local collective bargaining agreement(s) with each craft employed by the subcontractor(s). However, if the terms and conditions of the local collective bargaining agreement(s) conflict with this Agreement, this Agreement shall supersede.

3.3 It is understood that there may be instances when suitable, competitive union subcontractors may not be available for certain subcontracts. In such instances White will notify the union(s) in a timely manner prior to the bid or award of the subcontract and the union will endeavor to locate suitable, competitive union subcontractors to bid for the work. If White and the unions are unable to locate such suitable, competitive subcontractors, or if no union subcontractor submits a competitive bid, it is understood and agreed that White may appeal to the International President of the union whose work is involved to be relieved of the requirements of 3.2.

### **ARTICLE IV-HIRING and EQUAL OPPORTUNITY**

4.1 The Unions agree to refer personnel to Designated Projects upon a nondiscriminatory basis, such referral to be made upon the request of the Employer who retains the right to reject or accept the applicants for employment. The Unions affiliates having jurisdiction in the respective areas of the performance of work will maintain appropriate nondiscriminatory facilities for the registration and referral of personnel possessing the skills required for the performance of work by the Employer. The Employer agrees to use said facilities in filling job vacancies on all projects.

4.2 In the event that no such facilities are maintained or that the facility maintained is unable to fill requisitions for employees within a 48-hour period, excluding Saturdays, Sundays, and holidays, the Employer may employ applicants directly at Designated Projects on a nondiscriminatory basis. In such event, the Employer will notify the Unions affiliate of the names and classifications and the dates of such hiring's.

4.3 The Employer shall have the right to assign key employees to the project. Key employees are defined as craft employees who possess special skills or abilities and are not readily available in the area. Key personnel shall be named and agreed to at the pre-job conference. It is agreed that the ratio of "key" employees to employees secured locally (provided local employees are available) shall not exceed one to one.

4.4 Upon completion of the work, White shall advise of their departure.

4.5 In referring to employees in this agreement, the masculine gender is used for convenience only and shall refer to both males and females.

4.6 The parties agree that affirmative action will be taken to afford equal opportunity to all qualified persons without regard to race, religion, creed, color, age, sex, or national origin, physical or mental disability, marital status, disabled veterans, Vietnam-era veterans or any other reasons not prohibited by law. The parties agree to establish a respectful workplace free from sexual harassment, including racial or sexual graffiti.

4.7 Seniority shall not be recognized on projects covered by this agreement.

#### **ARTICLE V-GRIEVANCES and NO STRIKE, NO LOCKOUT**

5.1 All disputes arising out of work performed at Designated Projects are subject to this Article. In the interest of uninterrupted progress on any and all work at Designated Projects, the parties hereby agree that there shall be no lockout by the Employer, and there shall be no strikes, picketing or work stoppages, slow downs or other disruptive activity for any reason by the Union or by any employee. The Unions and the applicable local unions shall not sanction, aid, or abet, encourage or continue any work stoppage, strike, picketing or other disruptive activity which violates this Article and shall take all reasonable means to prevent or to terminate any such activity. No employee shall engage in activity that violates this Article.

5.2 Neither the International Union(s) nor its local union(s) shall be liable for acts of employees for which it has no responsibility. The International Union(s) will immediately instruct, order and use its best efforts to cause its local union(s) to cease any violation of the Article. If it complies with this obligation, the International Union(s) shall not be liable for unauthorized acts of its local union(s). The principal officers of the local union(s) will immediately instruct, order and use their best efforts to cause the employees of the local union(s) they represent to cease any violation of this Article. If it complies with this obligation, the local union(s) shall not be responsible for unauthorized acts of employees it represents.

5.3 Should any dispute or grievance arise under any of the terms of this Agreement, the union and Employer's management mutually agree that an attempt will be made to settle any dispute or grievance at the local level between the Project Manager and steward. In the event that the dispute or grievance cannot be resolved at this level, an attempt shall be made by the Employer's designated management representative and the area (District Councilor Local Union) representative designated by the Unions to resolve the dispute

5.4 If the parties in the local area do not succeed in resolving such dispute or grievance, notice shall be given promptly to the Employer and to the General President of the Union involved. Upon receipt of such notice, the Employer and the General President shall each immediately designate a representative and notify the other party of the representative's name and address. The representatives appointed shall contact each other and make arrangements for a meeting to be held within ten calendar days or at any mutually agreeable date and place for the purpose of resolving the issues involved.

5.5 Disputes involving the application or interpretation of this Agreement which are not resolved between the two representatives referred to in Sections 3 and 4 above shall then be referred to an impartial third party, selected under the Rules of the American Arbitration Association who shall within thirty (30) days, or at a mutually agreed upon earlier date and at a mutually agreed upon place, consider the issues involved in the dispute. Any decision reached by the Arbitrator shall be final and binding upon all parties for the duration of this Agreement. The Arbitrator shall have no authority to render a decision which would add to, detract from, or in any way alter this Agreement. The parties shall equally divide the cost of the Arbitrator.

5.6 Since presently established jurisdictional dispute settlement procedures are not applicable to work covered by the Agreement, then any disputes that arise shall be referred to the General Presidents, for resolution. It is agreed that the employer and each subcontractor(s) are individually responsible for making specific work assignments for work coming under their individual contracts or subcontracts.

## **ARTICLE VI-AGREEMENT EXTENSION and PRE-JOB CONFERENCE**

6.1 White agrees to submit an agreement extension notification to the unions, notifying them of jobs where this agreement is to be utilized, describing the location, size and extent of the job and the proposed starting date. It is a violation of this agreement to start a covered project without a pre-job conference subject to the provisions set forth below.

6.2 White and representatives of the unions' district councils and/or local unions having jurisdiction shall hold a pre-job conference so that the start and continuation of work may progress without interruption. It shall be the purpose of the pre-job conference for the employer and the union to agree on such matters as the length of the workweek, starting and quitting times, the number of employees involved, the method of referral, the check-off of union dues, initiation fees or agency shop fees, applicable wage rates and fringe benefit contributions, craft work assignments, holidays, safety procedures and any other matters, provided that it is agreed that interpretations of this agreement shall be a matter for the principal parties hereto.

## **ARTICLE VII-SHIFT WORK**

7.1 When shifts are desired, notification must be made to the Business Manager (s) of the local union(s). Shifts may be established when considered necessary by White. Shift hours and rates will be as follows:

First Shift-Eight (8) hours plus one-half (1/2) hour for lunch.

Second Shift-Seven (7) and one-half hours worked for eight hours pay plus one-half (1/2) hour unpaid lunch. Workmen on second shift shall receive eight (8) hours benefits provided they work the entire shift.

Third Shift-Seven (7) hours worked for eight (8) hours pay plus one-half (1/2) hour unpaid lunch. Workmen on third shift shall receive eight (8) hours benefits provided they work the entire shift.

7.2 If only two (2) shifts are worked, White may regulate starting times of the two (2) shift operation to permit the maximum utilization of daylight hours.

7.3 Nothing above prohibits the working of two (2) shifts at greater than eight (8) hours with excess hours to be paid at overtime rates.

## **ARTICLE VIII-TRAVEL and SUBSISTENCE**

8.1 It is agreed that subsistence, travel allowance, mileage or pay for travel shall be paid at the discretion of the employer.

## **ARTICLE IX – WORKING RULES**

9.1 The time of the employee shall start at the jobsite at the beginning of the shift and shall end at quitting time on the job site. In cases where regular access is unavailable because of road conditions the employer shall provide transportation to the work area and pay shall begin at the time of pick up. Return trips shall be off the clock.

9.2 Any employee reporting for work and for whom no work is provided, due to inclement weather or other conditions beyond the control of the Employer, shall receive two (2) hours pay at the regular straight time hourly rate. Any employee who starts to work and works beyond the two (2) hours will be paid for actual time worked except as provided in 9.5. Whenever minimum reporting pay is provided for employees, they shall be required to remain at the project site available for work for such time as they receive pay, unless released sooner by the Employer's principal supervisor or designated representative. The provisions of this section are not applicable where the employee voluntarily quits, in which case the employee shall be paid for actual time worked.

9.3 Payday shall be once each week to be determined at the pre-job conference. Employees are to be paid at the end of their regular shift. When employees are discharged, they must be paid wages due them at the time of discharge. When employees quit, wages due may be mailed to the employee. The workweek, work day, holdback and payday shall be mutually agreed to at the pre-job conference.

9.4 Notwithstanding requirements of Article 2.2, White shall pay wages and benefits set forth in the appropriate local agreement(s). Fringe benefits shall be paid on an "hours worked" basis except as stipulated in section 7.1

9.5 All time worked before and after eight (8) hours, Monday through Friday, shall be paid at time and one-half. All work on Saturday shall be paid at the rate of time and one-half. All work on Sundays and/or holidays shall be paid at the rate applicable in the appropriate local agreement not to exceed double time.

9.6 White shall have the right to make and revise from time-to-time safety and working rules not inconsistent with the above or any other terms of this agreement, or with existing laws, provided proper notification to employees has been made.

9.7 It is the employer's exclusive responsibility to assure the safety and health of its employees and their compliance with federal, state, and local safety and health laws and regulations as well as the safety rules and standards contained herein.

9.8 The furnishing of tools, other than hand tools, or equipment shall not be a condition of employment. Where special safety equipment is required by the circumstances under which the employee is working, it shall be the responsibility of the employer to furnish such equipment at no cost to the employee.

9.9 There shall be no inequitable minimum or maximum amount of work which an employee may be required to perform during the working day and there shall be no restrictions imposed against the use of any type of machinery, tools, or labor saving devices. There shall be no bonus, bid, or task work; nor shall there be any limit on or curtailment of production. The Employer and the Unions agree that wage premiums, such as those based on height of work, type of work or materials, special skills, etc. impose unreasonable costs which effects Employer's competitiveness on the Covered Project, said premiums are considered contrary to

the best interest of the Employer and unions, and shall not be paid on the Covered Project by the Employer.

#### **ARTICLE X-DRUG and ALCOHOL FREE WORKPLACE**

10.1 The parties to this agreement do hereby recognize the need to provide a drug and alcohol free workplace.

10.2 Drug and alcohol testing for all work at Designated Projects shall be performed pursuant to White's policies and procedures. All disputes arising out of implementation of these policies shall be subject to Article V.

#### **ARTICLE XI-DURATION and SAVINGS CLAUSE**

11.1 This Agreement becomes effective October 1, 2008, and shall continue in effect until December 31, 2010. It shall continue in effect from year to year thereafter, from January 1 through December 31 of each year, unless terminated by the following procedure. Either party desiring to change or terminate this agreement must provide written notification to the other party at least sixty (60) days prior to the expiration date of the agreement or any anniversary date occurring thereafter. With respect to any jobs in progress as of the expiration date, termination shall not be effective until the completion of such jobs.

11.2 In the event that any state or federal statute or regulations shall supersede, invalidate or be in conflict with any clause in this agreement, such statute or regulation shall prevail over any such clause; however, the other provisions of this agreement shall be valid and remain in full force and effect.

#### **ARTICLE XII -WORK JURISDICTION**

12.1 There will be no strikes, no work stoppages or slow downs or other interferences with the work because of jurisdictional disputes.

12.2 Employer and the Unions who are a party to this agreement consent to the work assignments as detailed in Exhibit "A" to this agreement. Prior to the commencement of construction work, and at the mutual direction of the Employer and the Unions, a pre-job conference shall be held between the representatives of the unions and White to discuss all anticipated work and such assignments. The assignments made in Appendix "A" can be modified for local area practice or other relevant reasons by mutual consent of the unions and White at the pre-job conference. The assignments in this agreement shall be applicable to this agreement only and shall not be construed as creating a work assignment precedent.

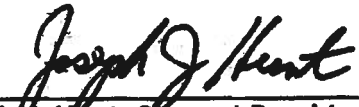
For the Employer:

White Construction, Inc.  
P.O. Box 249  
Clinton, IN 47842


  
Herman White II, President

For the Unions:

International Association of Bridge  
Structural, Ornamental and Reinforcing  
Ornamental Iron Workers

  
Joseph J. Hunt, General President

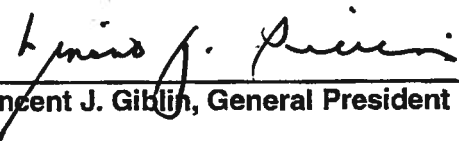
Laborers' International Union of North America

  
Terence M. O'Sullivan, General President

International Brotherhood of Electrical Workers

  
Edwin D. Hill, International President

International Union of Operating Engineers

  
Vincent J. Giblin, General President