## APPRENTICE SCHOLARSHIP AGREEMENT BETWEEN APPRENTICE AND JOINT APPRENTICESHIP COMMITTEE

WHEREAS, the Joint Apprenticeship Committee of United Association Local Union No. 307 (hereinafter "Committee"), and Stephen Rezendes (hereinafter "Apprentice") understand and agree that the Committee will expend significant sums of money for the training of the Apprentice in the specialized skills necessary for employment in the Plumbing and Pipefitting Industry; and

WHEREAS, those sums of money will result in a substantial direct benefit, as well as a substantial indirect and intangible benefit, to the Apprentice from this training, which is valued, at a minimum, in the amount set forth in Paragraph 1 hereto (the "Scholarship Loan"); and

WHEREAS, the Committee will grant a Scholarship Loan to the Apprentice in the amount set forth in Paragraph 1 hereof for the 2nd year of the Apprentice's training; and

WHEREAS, the Scholarship Loan amount for the Apprentice's subsequent years of training will be calculated on or before the anniversary date of this Agreement and a new Agreement and Promissory Note for that amount will be sent to the Apprentice and the Apprentice agrees to promptly execute such new Agreement and Promissory Note; and

WHEREAS, the Apprentice hereby understands and agrees that the Apprentice assumes certain obligations arising out of the training provided by the committee, including the obligation to repay the total Scholarship Loan made to the Apprentice by the committee for all years of training; and

WHEREAS, the Apprentice will repay the Scholarship Loan to the Committee pursuant to the terms set forth herein by either cash payments or in-kind credits received by working in the Plumbing and Pipefitting Industry for Employers under collective bargaining agreements whereby those Employers make contributions to the Committee;

NOW, THEREFORE, the Committee and Apprentice on this 14th day of Sept., 1998, hereby Agree and Covenant, for the good and valuable consideration set forth herein, as follows:

- 1. Scholarship Loan: The Committee and the Apprentice hereby agree that the cost of the training. necessary equipment, maintenance and cost of operation of the training facility, instructors' salaries (where applicable), and related materials, and the amount of the Scholarship Loan for the 2nd year of training covered by this Agreement is \$1440.00, and that the Apprentice will exscute this Agreement and the Promissory Note in that amount attached hereto as Exhibit 1, and deliver such executed Agreement and Promissory Note to the Committee.
- 2. Subsequent Years of Training: The Committee and the Apprentice hereby agree that the cost of the training, necessary equipment, maintenance and cost of operating the training facility, instructors' salaries (where applicable), and related materials for each subsequent year of training shall be calculated by the Committee on or before the anniversary date of this Agreement. That calculations shall be the amount of a new Agreement and Promissory Note that the Apprentice shall execute for that year of training. A separate Agreement and Promissory Note shall be signed for each year of training.
- 3. Term of Training: The Committee will provide training worth at least the amount loans to the Apprentice hereby during the period from <u>Sept., 1998</u>, to <u>June, 1999</u>.
- 4. Repayment of Scholarship Loan: The Scholarship Loan may be repaid by the Apprentice in full either in cash as set forth in Exhibit 1 hereto, or by in-kind credits, as set forth in Paragraph 7 hereof.
- 5. Warranty of the Apprentice: The Apprentice agrees and warrants as a condition of receiving the Scholarship Loan that upon completion of the training provided pursuant to this Agreement, the Apprentice will neither seek nor accept employment from as Employer engaged in nor become an Employer engaged in, any general, mechanical, plumbing or pipefitting work or any other work covered by the Constitution of the United Association of Journeyman and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, AFL-CIO, unless such employment is performed under the terms of a collective bargaining agreement

FVIII317 B