PROJECT LABOR AGREEMENT
FOR
THE LODI ENERGY CENTER PROJECT

LODI, CALIFORNIA
12.3. Primary Employer shall have the right to delineate the boundaries of the Project job site, including the designated location(s) of ingress and egress, parking lots and lay down areas. Primary Employer shall also have the right to implement a card swipe system (or other form of accountability) for all employees working on the Project site.

12.4. The foregoing enumeration of management rights shall not be deemed to exclude other functions not specifically set forth herein. Primary Employer, and each other Employer, shall at all times retain all management rights which may exist at law or by custom and which are not specifically limited or prohibited by the terms of this Agreement.

13. LABOR MANAGEMENT COOPERATION TRUST

13.1. Within ten (10) business days of the first hour of Covered Work being performed on the Project, Primary Employer shall contribute the sum of $90,000 to the California Construction Industry Labor-Management Cooperation Trust or its designee. After such payment is made, there shall be no further obligation by the Primary Employer or any other Employer(s) to make any contribution to the Trust.

14. GENERAL PROVISIONS

14.1. 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 State Council shall suspend the operation of such article or provision during the period of its invalidity, and the Primary Employer and the State Council 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

2252-011a

22
ATTACHMENT B
SUBSCRIBER AGREEMENT

The undersigned hereby adopt the Trust Agreement known as the California Construction Industry Labor-Management Cooperation Trust Agreement, hereinafter referred to as “Trust,” and agree to be bound by the terms thereof. The undersigned employer Subscriber and Union hereby grant Powers of Attorney to the st as representatives of the employer and Union respectively, with full power and Board of Trustees now holding office, or to the successors, to administer the Tru authority to act for the employer and Union in all matters of administration of the Trust. In no event shall the Union or employer be responsible for any act or omission of the Trustees nor shall the Union or employer have any liability for any debt or liability of the Trust or its Trustees.

The employer Subscriber shall pay to the Trust the amount specified by the Agreement at the time specified by the Agreement. The undersigned employer Subscriber acknowledges that the failure by the employer to timely remit required contributions will result in liquidated damages being payable under the Trust Agreement to which the employer Subscriber is hereby bound.

The undersigned represent and warrant that they are authorized to execute this Agreement on behalf of their respective organizations and that by their respective execution of this Subscriber Agreement their respective organizations are fully bound hereto and the provisions of the Trust Agreement.

By: [Signature]  
Northern California Power Agency  
Date

By: [Signature]  
State Building & Construction Trades Council  
Date

11/30/2009
August 17, 2010

Mr. Robert Balgenorth, President  
State Building & Construction Trades Council of CA  
1225 – 8th Street, Suite 375  
Sacramento, CA 95814

Subject: Lodi Energy Center Project  
CURE – PLA Payment

Dear Robert:

Enclosed please find the PLA payment per the PLA Agreement, Section 13.

Sincerely,

[Signature]

Ed Warner, Project Manager  
Lodi Energy Center  
Northern CA Power Agency

cc:  
Scott Blek  
Dave Thomas
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NCPA
Northern California Power Agency
651 Commerce Drive • Roseville, CA 95661

Ninety Thousand Dollars and 00 Cents

PAY TO THE ORDER OF
California Construction Indus
Management Cooperation Trust
1225 8th Street
Sacramento Ca 95814

Signature

NCPA CHECK no. 158855
USBANK 00-4267/1217
CHECK AMOUNT $90,000.00
Ship to:
Robert Balgenorth
State Building & Construction Trade
1225 8TH ST STE 375
SACRAMENTO, CA 95814-4879
US 916-443-3302

Ship from:
Melissa Barton
12745 N Thornton Road
Lodi, CA 95242
US 2093356370

Shipping Information
Tracking number: 793830742452
Ship date: 08/17/2010
Estimated shipping charges: $11.87

Package Information
Service type: Standard Overnight
Package type: FedEx Envelope
Number of packages: 1
Total weight: 1LBS
Declared value: 0.00USD
Special Services:
Pickup/Drop-off: Drop off package at FedEx location

Billing Information
Bill transportation to: Sender
Your reference: PLA Payment
P.O. no.: 
Invoice no.: 
Department no.: 

Thank you for shipping online with FedEx ShipManager at fedex.com.

Please Note
FedEx will not be responsible for any claim in excess of $100 per package, whether the result of loss, damage, delay, non-delivery, misdescription, or misclassification, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. You may not exceed the maximum value of $100 or the authorized declared value, whichever is lower. Consult your insurance carrier for insurance coverage. Declaration fees, limits, and deductibles vary depending on the type and value of cargo, and are subject to change. See your local FedEx office for details.

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