

**PROJECT LABOR AGREEMENT**  
**FOR THE**  
**RE MUSTANG SOLAR GENERATION PROJECT**  
**KINGS COUNTY,**  
**CALIFORNIA**

## 1. INITIAL PROVISIONS

1.1 This Project Labor Agreement (“Agreement”) is entered into by RE Mustang LLC, a Delaware limited liability company (“Primary Employer”), and the International Brotherhood of Electrical Workers Union, Local 100 (the “Union”).

1.2 The RE Mustang Solar Generation Project is a solar photovoltaic power plant that would create an aggregate peak power capacity of 160 megawatts (“MW”), and associated infrastructure and related improvements (the “Project”). The Project is to be constructed on an approximately 1,002-acre site located generally south of the US Naval Air Station Lemoore, bounded by State Route 198/Jackson Avenue to the north and 25th Avenue to the east (Assessor Parcel Numbers: 024-260-004, 024-260-011, 024-260-016, 024-260-010, 024-270-001, 024-270-025, 024-270-024, 024-2700022, 024-270-023, 024-270-018, 024-270-010, 024-270-016, 024-270-015, 024-270-006, 024-270-007, 024-270-008, 024-270-004) in unincorporated Kings County, California (the “Project Real Property”). It is understood and agreed by and between the parties to this Agreement that the final plans for the Project may be subject to design changes and modifications, or may be revised as a result of the 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. In addition, the general description and location of the Project Real Property and the Assessor Parcel Numbers are based on the best information available at the time of the execution of this Agreement and shall not limit the scope of the Agreement should the portion of the Project controlled by the Primary Employer, or an assignee or affiliate of the Primary Employer, now or in the future, include additional or different Assessor Parcel Numbers.

1.3 Primary Employer and its member companies construct, operate and maintain solar generation facilities. Primary Employer will control labor relations on the Project by entering into this Agreement, which establishes the terms and conditions of employment for employees performing Covered Work (as defined in Paragraph 3.1) on the Project and, consistent with the normal and customary practice of its member companies, will act as the general contractor on the Project and will make all decisions within the scope of the general contractor’s authority. Primary Employer’s member companies regularly employ employees in the building and construction trades on their construction projects and Primary Employer expressly reserves the right to directly perform Covered Work (as defined in Paragraph 3.1) on this Project with its own employees, who will be subject to the terms and conditions of employment set forth in this Agreement in the performance of such Covered Work.

1.4 As provided below, all persons or entities assigning, awarding or subcontracting Covered Work, or authorizing another party to assign, award or subcontract Covered Work, or performing Covered Work (all of whom are individually and collectively referred to as “Employer” or “Employers”) will (except for the Primary Employer) become subject to this Agreement by executing Attachment A (the “Agreement to be Bound”).

1.5 The Union is a labor organization whose members are construction industry employees that generally work in close proximity to one another at construction job sites and whose jobs are closely related and coordinated. The Union is a party to a multi-employer

collective bargaining agreement ("Master Agreement") that covers the geographic area of the Project. The Union is also a party to the IBEW, Ninth District Market Advancement Memorandum of Understanding ("Memorandum"). Notwithstanding the project definition limitations of the Memorandum, the parties agree that its terms and conditions shall be available and applicable to the helpers/pre-apprentices performing the non-technical, mechanical aspects of the handling and installation of the photovoltaic system and supports as described in this Agreement. The multi-employer collective bargaining agreement and the Memorandum are collectively referred to in this Agreement as the "Master Agreement." Where the term "Master Agreement" is used, it means the existing Master Agreement in effect on the date hereof.

## 2. PURPOSES

2.1 A large labor pool represented by the Union will be required to execute the work involved in the Project. This Agreement is intended by the parties 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 Union 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. In furtherance of these purposes and to secure optimum productivity, harmonious relations between the parties and the orderly performance of the work, the parties have, through collective bargaining, established in this Agreement adequate and fair wage levels and working conditions and measures to secure labor peace that will be binding on all Employers and the Union during the term of this Agreement.

2.2 A central purpose of the parties in executing this Agreement is to guarantee labor peace on the Project by minimizing the jobsite friction that could arise at a common-situs jobsite when union employees are required to work alongside non-union employees in their own craft or in those other crafts with which they generally work in close proximity performing work that is closely related and coordinated, and by ensuring there will be no disruption of the work should any non-union workers be present to perform work outside the scope of the Agreement. This Agreement accomplishes these objectives by requiring that all Covered Work be performed by workers who are members of the Union. For work that falls outside the scope of this Agreement or that is excluded from Covered Work, the Primary Employer further protects itself from the potential effects of jobsite friction by prohibiting all strikes, picketing or other concerted activity for any reason whatsoever, including payment of liquidated damages for any violation of such prohibition.

2.3 In the interest of the future of the construction industry in the local area, of which the Union is a vital part, and to maintain the most efficient and competitive posture possible, the Union pledges to work and cooperate with the Primary Employer and other Employers to produce the most efficient utilization of labor and equipment in accordance with this Agreement. In particular, the Unions shall make all efforts to first source local labor to the Project and shall cooperate with each Employer's efforts to comply with all applicable laws and regulations related to such local hiring requirements.

2.4 Primary Employer and the Union recognize the importance of solar power in the future of California and its economy and the unique characteristics of a solar photovoltaic power plant. For this reason, the parties have agreed to the special conditions contained in this

Agreement, and have also agreed to work together jointly to support the Project and to make it successful.

### 3. SCOPE OF AGREEMENT

3.1 This Agreement covers all handling and installation of PV modules, drive motors, combining boxes, tracking control boxes, electrical conduit and wire trays, devices, components, electrical supports, inverter enclosures; all electrical wiring and cables, both below and above ground; all AC and DC connections to inverters; and industry standard startup and commissioning as described in Section 3.2. This Agreement will also cover any work done in temporary yards or facilities adjacent to or near the Project. All work described in this Paragraph is within the scope of this Agreement and is referred to herein as "Covered Work":

3.2 Covered Work shall also include craft labor that is part of start-up and commissioning activity normally performed by members of the Union. It is understood that the Primary Employer, manufacturer's representatives, vendor's representatives and plant operating personnel may supervise, direct and assist in start-up and commissioning activity, and that craft work is typically performed as part of a joint effort with these representatives and personnel. A manufacturer or its representatives may perform industry standard work to satisfy its guarantee or warranty prior to startup of a piece of equipment. After a system or subsystem becomes operational and upon acceptance by Primary Employer, Covered Work on that system or subsystem is completed. However, rework, modifications and other related work normally provided by members of the Union as a function of the construction effort, will be performed by members of the Union. Nothing set forth in this Section 3.2 shall be construed as prohibiting or limiting permanent operating personnel from operating systems prior to Covered Work being completed.

3.3 Covered Work shall not include any work performed by federal, state, county, city or other governmental bodies and/or agencies or their contractors or work performed by utilities or any contractors they engage.

3.4 Any fabrication provisions in the Master Agreement shall not apply. All pre-assembled or manufactured items produced in a manufacturing facility for the assembly or supply of products are excluded from the scope of this Agreement and shall not be considered subcontracting under Article 4 below. This exclusion from Covered Work shall not apply to any pre-assembly or other fabrication work done for the Project in temporary yards or areas adjacent to the Project.

3.5 Delivery of materials to the Project site or to a temporary yard or area near the Project, and the work related to warehousing, loading and distributing of materials within the site is not Covered Work.

3.6 This Agreement applies to employees performing Covered Work. It does not apply to supervisors not covered by a collective bargaining agreement, assistant supervisors, technical or non-manual employees including but not limited to executives, office and clerical personnel, drafters, engineers, timekeepers, messengers, or any other employees above the classification of general foreman who perform administrative/clerical functions.

3.7 Covered Work does not include operations or maintenance work.

#### 4. SUBCONTRACTING

4.1 Primary Employer and each other Employer 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 the Agreement to be Bound.

4.2 Primary Employer and each other Employer agree that they will contract for the performance of Covered Work only to a person, firm, or corporation who is or becomes signatory to this Agreement and who is or becomes signatory to the Union's Master Agreement. Any Employer performing Covered Work on the Project shall, as a condition to working on the Project, become signatory to and perform all work under the terms of this Agreement and the Master Agreement. Before being authorized to perform any Covered Work, Employers (other than Primary Employer) shall become a party to this Agreement by signing an Agreement to be Bound, which is provided as Attachment A to this Agreement. Every Employer shall notify the Union in writing within five (5) business days after it has subcontracted Covered Work, and shall at the same time provide to the Union a copy of an Agreement to be Bound executed by the Employer.

4.3 Notwithstanding Section 4.2, any Employer not already bound to a Master Agreement who signs and becomes bound to a Master Agreement to participate on this Project, shall not be required to apply the terms of that Master Agreement to any other construction project in which that Employer is already engaged or which that Employer has already been contractually bound to perform.

4.4 Nothing in this Agreement shall in any manner whatsoever limit the rights of Primary Employer, or any other Employer, to subcontract work or to select its contractors or subcontractors, provided, however, that all Employers, at all tiers, assigning, awarding, contracting or performing, or authorizing another to assign, award, contract or perform Covered Work, shall be required to comply with the provisions of this Agreement. Primary Employer and every other Employer shall notify each of its contractors and subcontractors of the provisions of this Agreement and require as a condition precedent to the award of any construction contract or subcontract for Covered Work, or allowing any subcontracted Covered Work to be performed, that all such contractors and subcontractors at all tiers performing such Covered Work become signatory to this Agreement and the Master Agreement. If any Employer fails to provide the Union with the Agreement to be Bound executed by its subcontractor, that Employer shall be liable for an amount equal to the contributions to any trust funds that the subcontractor, or any subcontractor to that subcontractor, fails to make. Such sums shall be refunded at such time as the trust funds recover the contributions from the subcontractor.

#### 5. WAGES AND BENEFITS

5.1 All employees performing Covered Work and covered by this Agreement (including foremen and general foremen if they are covered by the Master Agreement) shall be

classified and paid wages, and contributions made on their behalf to multi-employer trust funds, all in accordance with the Union's then current multi-employer Master Agreement.

5.2 The handling and installation of PV modules may be performed by employees in a helper/pre-apprentice classification (e.g., Construction Wireman) so long as there is at least one journeymen and one apprentice for each four pre-apprentice employees. Other Covered Work may be performed using apprentices so long as there is at least one journeyman for each one apprentice.

## 6. UNION RECOGNITION AND REFERRAL

6.1 The Employers recognize the Union signatory to this Agreement as the sole and exclusive collective bargaining agent for its construction craft employees performing Covered Work for the Project, and further recognize the traditional and customary craft jurisdiction of the Union.

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

6.3 The Union shall be the source of all craft employees for Covered Work for the Project, except as provided in Section 6.4 of this Agreement. Employers agree to be bound by the hiring and layoff practices of the Union, including hiring of apprentices, and to utilize its registration facilities and referral systems.

6.4 In the event the referral facilities maintained by the Union 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, but shall arrange for a dispatch to be issued for those applicants from the Union within twenty-four (24) hours of the commencement of employment, and the dispatch shall upon request be issued by the Union to the employee. Employer will notify the Union of such gate-hires.

6.5 In recognition of the Primary Employer's desire to utilize local area residents and to comply with any "local hiring" policies that may be applied to the Project, and in recognition of the fact that the communities adjacent to the Project will be impacted by the construction of the Project, the Union and Employers agree, to the extent allowed by, and in accordance with, all applicable laws and the Union's hiring hall rules and procedures:

6.5.1 To comply with the "local hiring" programs and procedures and the related requirements set forth by Primary Employer in its contracts for work on the Project.

6.5.2 As long as they possess the requisite skills and qualifications, the Union will exert its best efforts to refer/recruit sufficient numbers of skilled craft local residents and at-risk workers to fulfill the requirements of the "local hiring" program and procedures and of the Employers.

6.5.3 In recognition of the fact that the communities surrounding the Project will be impacted by the construction of the Project, the parties agree to support the development and graduation of disadvantaged construction apprentices and workers from the residents of these surrounding areas.

## 7. STRIKES AND LOCKOUTS

7.1 During the term of this Agreement, there shall be no strikes, sympathy strikes, picketing, work stoppages, slow downs, handbilling where the handbilling relates to the Employer or Owner, or interference with work on the Project by the Union, its agents, representatives, or by any employee, and there shall be no lockout of employees performing Covered Work by any Employer. Failure of the Union or employee to cross any picket line established at the Project is a violation of this Article.

7.2 The Union shall not sanction, aid, abet, encourage, condone or participate in or continue any work stoppage or delay, strike, picketing or any other disruptive activity at the Project site and shall undertake all reasonable means to prevent or to terminate any such activity. No employee shall engage in activities which violate this Article. Any employee who participates in or encourages any activities which interfere with the normal operation of the Project shall be subject to disciplinary action, including discharge, and, if justifiably discharged for the above reasons, shall not be eligible for rehire.

7.3 The Union shall not be liable for acts of employees for which it has no responsibility. The principal officer or officers of a Union will immediately instruct, order and use the best efforts of the Union to cause the employees the Union represents to cease any violations of this Article. A Union complying with this obligation shall not be liable for unauthorized acts of employees it represents. The failure of the Employer to exercise its right with respect to a violation of this Article shall not be deemed a waiver of its rights in any respect.

7.4 The Union agrees that if any union or any other persons, whether parties to this Agreement or otherwise, engage in any picketing or work stoppages, the Union shall consider such picketing or work stoppage to be illegal and shall refuse to honor any such picket line or work stoppage.

7.5 In the event of any work stoppage, strike, sympathy strike, picketing, handbilling or interference with the work or any other disruptive activity in violation of this Article, the Employer may suspend all or any portion of the Project work affected by such activity at the Employer's discretion and without penalty.

7.5.1 The Union agrees that, if it violates this Article, the damages caused by such violation are material, but difficult to determine. The Union agrees, as a remedy for any such violation, to pay liquidated damages in accordance with Section 7.6.8 of this Article.

7.6 In lieu of, or in addition to, any other action at law or equity, any party may institute the following procedure when a breach of this Article is alleged, after the Union has been notified of the fact, understanding that the grieving party has the discretion to opt for resolution of any dispute under this Article through Article 10 instead.

7.6.1 The party invoking this procedure shall notify Thomas Pagan, Norman Brand or Joe Grodin, who the parties to this agreement agree shall be the permanent Arbitrators under this procedure. In the event that any of the permanent Arbitrators are unavailable at any time, the American Arbitration Association shall select an alternative arbitrator within twenty-four (24) hours of notice. Notice to the Arbitrator shall be by the most expeditious means available, with notice by fax or electronic means or any other effective written means to the party alleged to be in violation and the Union.

7.6.2 Upon receipt of said notice, the Arbitrator named above shall set and hold a hearing within twenty-four (24) hours, if it is contended that the violation still exists or is threatened to resume.

7.6.3 The Arbitrator shall notify the parties by fax or electronic means or any other effective written means of the place and time he has chosen for this hearing. Said hearing shall be completed in one session. A failure of any party or parties to attend said hearing shall not delay the hearing of evidence or issuance of an Award by the Arbitrator.

7.6.4 The sole issue at the hearing shall be whether or not a violation of this Article has in fact occurred. The Award shall be issued in writing within three (3) hours after the close of the hearing, and may be issued without an opinion. If any party desires an opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with, or enforcement of, the Award. The Arbitrator may order cessation of the violation of this Article by the Union, and such Award shall be served on all parties by hand, by fax, or by electronic mail upon issuance. The Union accepts service pursuant to any of the foregoing means of notice and expressly waives notice by more formal means.

7.6.5 Such Award may be enforced by any court of competent jurisdiction upon the filing of this Agreement and all other relevant documents referenced herein in the following manner. The fax or electronic notice of the filing of enforcement proceedings shall be given to the other party. In the proceeding to obtain a temporary order enforcing the Arbitrator's Award as issued under Section 7.6.4 of this Article, all parties waive the right to a hearing and agree that such proceedings may be ex parte. Such agreement does not waive any party's right to participate in a hearing for a final order of enforcement. The Court's order or orders enforcing the Arbitrator's Award shall be served on all parties by hand or by delivery to their last known address or by registered mail or by electronic mail. All parties waive the right to require the issuance of a bond or other security for issuance of an injunction or an appeal to a refusal to issue one under this Article.

7.6.6 Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure or which interfere with compliance therewith are hereby waived by the parties to whom they accrue.

7.6.7 The fees and expenses of the Arbitrator shall be borne by the party or parties found in violation, or in the event no violation is found, such fees and expenses shall be borne by the moving party.



7.6.8 If the Arbitrator determines that a violation has occurred in accordance with Section 7.6.4 above, the party or parties found to be in violation shall pay, as liquidated damages, the following amounts: for the first shift in which the violation occurred, \$25,000; for the second shift, \$30,000; for the third shift, \$35,000; for each shift thereafter on which the craft has not returned to work, \$35,000 per shift. The Arbitrator shall retain jurisdiction to determine compliance with this section and this Article.

7.7 The procedures contained in Section 7.6 shall be applicable to alleged violations of this Article. Disputes alleging violation of any other provision of this Agreement, including any underlying disputes alleged to be in justification, explanation or mitigation of any violation of this Article, shall be resolved under the grievance procedures of Article 10.

7.8 Notwithstanding the provisions of Section 7.1 above, it is agreed that with forty-eight (48) hours prior written notice to the Primary Employer, the Union retains the right to withhold the services of its members from a particular contractor or subcontractor who fails with respect to work on the Project to make timely payments to the Union's benefit plans or to pay timely its weekly payroll in accordance with its agreements with the Union; provided, however, that, in the event the Union or any of its members 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.

7.9 In the event that the Master Agreement expires and the parties to that agreement fail to reach agreement on a new contract by the date of expiration, the Union shall continue to provide employees to the Employers working on the Project under all the terms of the expired agreement until a new agreement is negotiated, at which time all terms and conditions of that new agreement shall be applied to Covered Work at the Project, except to the extent they conflict with any provision of this Agreement. In addition, if the new labor agreement provides for wage or benefit increases, then any Employer shall pay to its employees who performed Covered Work at the Project during the hiatus between the effective dates of such labor agreements, an amount equal to any such wage and benefit increases established by the new labor agreement for such work performed. If the Memorandum expires and is not continued, or if the Memorandum expires and a new agreement is negotiated that restricts the scope of work permitted under the current Memorandum or that escalates the wages and benefit contributions payable for such work at a rate that exceeds 150% of the percentage escalation in the total wage and benefit package for a journeyman inside wireman negotiated by the Union for work in the same time period covered by the Union's multi-employer collective bargaining agreement, then the Union shall continue to provide employees to the Employers working on the Project under all the terms of the expired Memorandum.

## 8. HOURS OF WORK, SHIFT WORK, HOLIDAYS

8.1 The standard work day shall consist of eight (8) hours of work between 6:00 a.m. and 5:30 p.m. with one-half hour designated as an unpaid period for lunch. The standard work week shall be five (5) consecutive days starting on Monday. Nothing herein shall be construed as guaranteeing any employee eight (8) hours of work per day or forty (40) hours of work per week.

8.2 It is recognized by the parties to this Agreement that the standard work week may not be desirable or cost effective for the Project, and other arrangements for hours of work may be considered. Such proposed modifications to the standard work week will be established with the consent of the Employer and the Union.

8.3 Any employee reporting for work and for whom no work is provided shall receive two (2) hours pay at the regular straight time hourly rate. Any employee who starts to work and works beyond two (2) hours will be paid for four (4) hours at the regular straight time hourly rate. Any employee who starts to work and works beyond the four (4) hours will be paid for actual time worked. Whenever minimum reporting pay is provided for employees, they will 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 or is off by reason of strike, or as provided in Section 7.5 of this Agreement, in which case the employee shall be paid for actual time worked.

8.4 It will not be considered a violation of this Agreement when the Employer considers it necessary to shut down to avoid loss of human life because of an emergency situation that could endanger life or safety. In such cases, employees will be compensated only for the actual time worked. In case of a situation described above whereby the Employer requests employees to wait in a designated area available for work the employees will be compensated for the waiting time.

8.5 Shifts may be established when considered necessary by the Employer. Shift hours will be as follows: First shift will be eight (8) hours pay for eight (8) hours worked plus one-half hour unpaid lunch period. Second shift will be eight (8) hours pay for eight (8) hours worked plus the shift differential set forth in the Master Agreement.

8.6 A four (4) day, ten (10) hour per day work week may be established. Forty (40) hours per week constitutes the work week Monday through Thursday. The first two (2) hours of overtime, the eleventh (11) and twelfth (12) hour, will be paid at time and one-half. Hours beyond twelve (12) will be paid in accordance with the applicable Master Agreement, not to exceed double time. Overtime on Friday and Saturday will be paid at time and one-half for the first eight (8) hours; hours beyond eight (8) will be paid at the rate established in the Master Agreement, not to exceed double time. There shall be no make-up days.

8.7 The Employer may establish two four (4) day ten (10) hour per day shifts at the straight time rate of pay Monday through Thursday. The first shift shall be ten (10) hours pay for ten (10) hours worked at the regular straight time hourly rate, exclusive of thirty (30) minute unpaid meal period. The second shift shall be ten (10) hours pay for ten (10) hours worked plus the shift differential set forth in the Master Agreement.

8.8 There will be no pyramiding of overtime rates.

8.9 Meal and rest periods will be in accordance with state law to the extent applicable to employment under this Agreement and the Master Agreement.

8.10 Recognized holidays shall be as follows: New Year's Day, Martin Luther King, Jr. Day, Presidents' Day, Memorial Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, and Christmas Day. Under no circumstances shall any work be performed on Labor Day except in cases of emergency involving life or property. In the event a holiday falls on Saturday, the previous day, Friday, shall be observed as such holiday. In the event a holiday falls on Sunday, the following day, Monday, shall be observed as such holiday. There shall be no paid holidays. If employees are required to work on a holiday, they shall receive the appropriate rate as provided in the Master Agreement not to exceed double the straight time rate of pay. Work on Labor Day requires the prior approval of the Business Manager of the Union. The listed holidays may be modified by mutual agreement of the Primary Employer and the Union.

## 9. GENERAL WORKING CONDITIONS

9.1 Employment begins and ends at the Project site.

9.2 The selection of craft foremen and/or general foremen shall be entirely the responsibility of the Employer. The Employer will give primary consideration to qualified individuals referred to the Employer available in the local area. After giving such consideration, the Employer may select such individuals from other areas. All foremen shall take orders from the designated Employer representatives. A foreman may supervise up to ten (10) employees. Crew size may be increased further by agreement between the Union and the Employer. With respect to Covered Work within the scope of the Memorandum, the number of General Foreman will be determined solely by the Employer, except that any one General Foreman may not supervise more than forty-four (44) employees. Craft foremen shall be designated working foremen at the request of the Employer.

9.3 There shall be no limit on production by employees or restrictions on the full use of tools or equipment. Employees using tools shall perform any of the work of the trade and shall work under the direction of the craft foremen. There shall be no restrictions on efficient use of manpower other than as may be required by safety regulations.

9.4 Employees shall be at their place of work and ready to work at the starting time (which is the gang box, tool box or location where the foreman gives instructions to employees). A reasonable time will be allowed for employees to put company and personal tools in secured storage and return to the parking lot by quitting time. Primary Employer may utilize brassing, time clocks or other systems to check employees in and out. Each employee must check himself in and out.

9.5 All equipment assigned to the Project shall be under the control of the Employer. The Employer shall have the right to determine how many pieces of equipment an individual employee shall operate. In an emergency involving safety or health, foremen shall operate any equipment assigned by the Employer, and there shall be no restriction on foremen in the use of the tools in such emergency.

## 10. GRIEVANCE PROCEDURE

10.1 It is mutually agreed that any question arising out of and during the term of this Agreement involving interpretation and application of this Agreement (other than questions concerning jurisdictional disputes and successorship) shall be considered a grievance. Any grievances involving interpretation and application of this Agreement and its effect on provisions of the Master Agreement for work on the Project will be governed by this Agreement's grievance procedure, as set forth below. Any grievances involving interpretation and application of the Master Agreement between parties to the Master Agreement will be governed by the Master Agreement's grievance procedure.

10.2 Primary Employer and other Employers, as well as the Union, may bring forth grievances under this Article.

10.3 A grievance shall be considered null and void, if not brought to the attention of the Employer(s) within five (5) working days after the incident that initiated the alleged grievance occurred or should reasonably have been 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.

10.4 Grievances shall be settled according to the following procedure: except that grievances that do not involve an individual grievant shall be discussed by Primary Employer and the Union, and then, if not resolved within five (5) working days of written notice unless extended by mutual consent, shall commence at Step 2:

### Step 1

The steward and the grievant shall attempt to resolve the grievance with the Employer's 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, in writing, may then be referred to the Business Manager of the Union and the Labor Relations representative of the Employer for discussion and resolution. A copy of the written grievance shall also be faxed or e-mailed to Primary Employer.

### Step 3

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

#### Step 4

If the grievance is not settled in Step 3 within five (5) working days, within five (5) working days thereafter, either party may request the dispute be submitted to arbitration or the time may be extended by mutual consent of both parties. The request for arbitration and/or the request for an extension of time must be in writing with a copy to Primary Employer. Should the parties be unable to mutually agree on the selection of an arbitrator, selection for that given arbitration shall be made by seeking a list of seven (7) labor arbitrators with construction experience from the Federal Mediation and Conciliation Service and alternately striking names from the list of names on the list until the parties agree on an arbitrator or until one name remains. The first party to strike a name from the list shall alternate between the party bringing forth the grievance and the party defending the grievance.

10.5 The selected arbitrator ("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 the transcript.

10.6 Upon expiration of the time for the parties to file briefs, the Arbitrator shall issue a written decision that will be served on all parties and on Primary Employer. The Arbitrator shall have the authority to utilize any 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.

10.7 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 who incurs them.

10.8 The Arbitrator's decision shall be confined to the issue(s) posed by the grievance, and the Arbitrator shall not have the authority to modify, amend, alter, add to or subtract from any provision of this Agreement.

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

10.10 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, sent by overnight mail, faxed or e-mailed within the five (5) working day period. 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, sent by overnight mail or e-mailed during the extended time period.

## 11. MANAGEMENT RIGHTS

11.1 The Employer retains and shall exercise full and exclusive authority and responsibility for the management of its operations and work forces, except as expressly limited by the terms of this Agreement. This authority includes, but is not limited to, the right to:

11.1.1 Plan, direct and control the operation of all the work.

11.1.2 Decide the number and type of employees required for the work.

11.1.3 Hire, promote and lay off employees as deemed appropriate to meet work requirements and/or skills required.

11.1.4 Select and hire directly all supervisory personnel above the classification of general foreman it considers necessary and desirable, without such persons being referred by the Union.

11.1.5 Require all employees to observe the Owner's, Primary Employer's and Employers' reasonable Project rules, security, environmental and safety Regulations consistent with the provisions of this Agreement. Project work rules and regulations shall be supplied to the Union and all employees and posted at the Project.

11.1.6 Determine the work methods and procedures.

11.1.7 Determine the competency of all employees.

11.1.8 Assign and schedule work at its sole discretion and determine when overtime will be worked. There shall be no refusal by the Union to perform work, including overtime work, assigned. Such cases shall be subject to the grievance procedure.

11.1.9 Utilize any safe work methods, procedures or techniques and select and use any type or kind of materials, apparatus or equipment regardless of source, manufacturer or designer.

11.2 The Union understands the importance of maintaining construction quality and maintaining the construction schedule. The Union also understands the unique nature of solar photovoltaic work and that construction errors or delays in construction can result in the loss of production, which creates a great loss to Owner and Primary Employer. Therefore, the Union will encourage and advise the employees to exhaust every effort, way and means to perform work of good quality and quantity. The Parties recognize the necessity for eliminating restrictions and promoting efficiency and agree that no rules, customs or practices shall be permitted that limit production or increase the time required to do the work, and no limitation shall be placed upon the amount of work which an employee shall perform, nor shall there be any restrictions against the use of any kinds of machinery, tools or labor-saving devices. No rule or regulation shall be adopted that compromises employee safety. Nothing in this Agreement shall require any employee to engage in an unsafe work practice. The Employer may utilize the most efficient methods or techniques of construction, tools or other labor saving devices to accomplish the work.

11.2.1 The foregoing listing of management rights shall not be deemed to exclude other functions not specifically set forth herein. The Employers, therefore, retain all rights not specifically enumerated in this Agreement.

11.3 The employees covered by the terms of this Agreement shall at all times while in the employ of Primary Employer and/or Employers be bound by the safety rules and regulations as established by Owner, Primary Employer, Employers and applicable safety laws. The parties to this Agreement hereby recognize the need to provide a drug-free and alcohol-free workplace. Accordingly, the parties agree that the Primary Employer shall have the right to implement a substance abuse testing policy that is agreed to by the Primary Employer and the Union, and that such policy will apply equally to all employees covered by this Agreement. The Primary Employer will meet with the Union to review the policy prior to implementation.

## 12. SUCCESSORSHIP AND SURVIVABILITY

12.1 This Agreement is and shall be binding and legally effective upon: (i) any successor to Primary Employer, whether by merger, consolidation, acquisition, or otherwise; and (ii) any person or entity which acquires all or any portion of Primary Employer's right, title or interest in the Project or the Project Real Property whether by sale, lease, or other transfer. Any agreement for a sale, lease, or other transfer of all or any portion of Primary Employer's right, title or interest in the Project or the Project Real Property by Primary Employer and any agreement for a merger, consolidation, acquisition or other transfer of ownership or control of Primary Employer shall include an express assumption of the obligations and undertakings of Primary Employer under this Agreement, including this Paragraph 12.1. Within five (5) days following the close of any transaction described in (i) or (ii) above, Primary Employer shall provide the Union with written notice thereof and an original, executed assumption agreement. Any sham transfer of all or any portion of Primary Employer's right, title or interest in 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 Paragraph 12.1 and shall not release Primary Employer from any of its obligations or undertakings under this Agreement.

12.2 The parties agree that: (i) if Primary Employer breaches Paragraph 12.1; and (ii) Covered Work is performed by a contractor or subcontractor that is not in compliance with the provisions of Article 4, then Primary Employer shall pay liquidated damages, as described in Paragraph 12.3, to compensate for the actual damages caused by reason thereof. The parties agree that such damages would be unreasonably difficult, costly, inconvenient or impracticable to calculate and, accordingly, they agree to liquidated damages, which bear a reasonable relationship to the actual harm suffered by the Union and its members, as provided in Paragraph 12.3 ("Liquidated Damages").

12.3 In that Liquidated Damages are owed as described in Paragraph 12.2, Primary Employer shall pay Thirty Dollars (\$30.00) for each hour that work was performed on the Project within the scope of this Agreement by employees of contractors or subcontractors who are not signatory to this Agreement. The Liquidated Damages shall be paid as follows: Fifteen Dollars (\$15.00) per hour to the qualified pension plan and Fifteen Dollars (\$15.00) per hour to the qualified health and welfare plan of the Union. The total Liquidated Damages for which the

Primary Employer may be obligated under this Section for the Project shall not exceed \$2,000,000. The parties agree that the Union shall enforce, collect and receive Liquidated Damages pursuant to this Article 12 on behalf of its qualified pension plan and its qualified health and welfare plan. The qualified pension plans and the qualified health and welfare plans shall have no right independently to enforce the provisions, including but not limited to, the Liquidated Damages provisions contained in this Article 12.

12.4 Primary Employer shall be released from all obligations under this Agreement with respect to all or any portion of the Project, including liability for the payment of Liquidated Damages, and shall have no liability for any breach of this Agreement by a successor upon Primary Employer's receipt of a fully executed release by the Union. Such release shall not be withheld if, under all the circumstances, the Union, in the exercise of its reasonable judgment, determines that the successor has the financial means to complete the Project and to comply with the successor Primary Employer's obligations and undertakings under this Agreement, including any obligation to pay Liquidated Damages. This Agreement to pay liquidated damages does not constitute a waiver of the Primary Employer's ability to contest any claim that it has violated Article 12 or the calculation of the amount of Liquidated Damages owed.

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

### 13. GENERAL PROVISIONS

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

13.2 If any article or provision of this Agreement shall be held invalid, inoperative or unenforceable by operation of law, or by any of the above mentioned tribunals of competent jurisdiction, the remainder of the Agreement or application of such article or provision to persons or circumstances other than to which it has been held invalid, inoperative or unenforceable shall not be affected thereby.

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

13.4 This Agreement may be amended or otherwise modified by mutual agreement in writing between Primary Employer and the Union. Employers executing the Agreement to be Bound acknowledge and accept all such amendments and modifications executed prior to their respective execution of the Agreement to be Bound.



13.5 The provisions of this Agreement shall take precedence over conflicting provisions of the Master Agreement. In the absence of a conflict, the applicable provisions of the Master Agreement shall control.

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

13.7 This Agreement may be executed in counterparts. Each counterpart shall be deemed an original document. All executed counterparts shall be deemed a single document. The signature pages of multiple identical counterparts shall be assembled to constitute a single original document.

13.8 Any notices required under this Agreement shall be given as follows. Either party may notify the other in writing if its person designated to receive notice is changed.

To Primary Employer:

RE Mustang LLC  
c/o Recurrent Energy  
300 California Street, 7th Floor  
Attn: Office of the General Counsel  
San Francisco, CA 94104  
Telephone: (415) 675-1501  
Fax: (415) 358-8006

With a copy to:

John S. (Rocky) Miller, Jr.  
Cox Castle & Nicholson LLP  
2049 Century Park East, 28th Floor  
Los Angeles, CA 90067  
Telephone: (310) 277-4222  
Fax: (310) 277-7889

To the Unions:

Kevin Cole, Business Manager  
International Brotherhood of Electrical Workers  
Union, Local 100  
1921 N. Gateway Boulevard, Suite 102  
Fresno, CA 93727  
Telephone: (559) 251-8241  
Fax: (559) 251-0543

With a copy to:

Daniel L. Cardozo  
Adams Broadwell Joseph & Cardozo  
520 Capitol Mall, Suite 350  
Sacramento, CA 95814  
Telephone: (916) 444-6201  
Fax: (916) 444-6209

#### 14. TERM OF AGREEMENT

14.1 The term of this Agreement shall commence on the date indicated below as the date of execution, and shall continue in effect until completion of all Covered Work pursuant to Article 3.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and effective as of April 9, 2012.

PRIMARY EMPLOYER

RE Mustang LLC,  
a Delaware limited liability company

By:  \_\_\_\_\_

Name:

**Judith A. Hall**  
**Vice President**

Its:

INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS UNION,  
LOCAL 100

By:  \_\_\_\_\_

Name: Kevin Cole

Its: Business Manager

**ATTACHMENT A  
AGREEMENT TO BE BOUND  
PROJECT LABOR AGREEMENT  
FOR THE  
RE MUSTANG SOLAR GENERATION PROJECT**

The undersigned hereby certifies and agrees that:

1.) It is an Employer, as that term is defined in Paragraph 1.4, of the RE Mustang Solar Generation 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 Project (as defined in Paragraph 1.2 and Article 3 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 the Master Agreement, and hereby authorizes the parties to such 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 the 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)