

**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

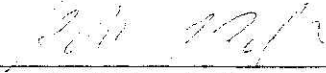
ATTACHMENT B  
SUBSCRIBER AGREEMENT

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 Trust as representatives of the employer and Union respectively, with full power and authority to the Board of Trustees now holding office, or to the successors, to administer 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:  11/16/09  
Northern California Power Agency Date

By:  11/20/2009  
State Building & Construction Date  
Trades Council



P.O. Box 1478  
12745 N. Thornton Road  
Lodi, CA 95241

(209) 333-6370

[www.ncpa.com](http://www.ncpa.com)

August 17, 2010

Mr. Robert Balgenorth, President  
State Building & Construction Trades Council of CA  
1225 – 8<sup>th</sup> 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,

*Melissa Burtor  
for Ed Warner*

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

cc:  
Scott Blek  
Dave Thomas

VENDOR: 004658 California Construction Indust

CHECK NO. 158859

OUR REF. NO.	YOUR INV. NO.	INVOICE DATE	INVOICE AMOUNT	AMOUNT PAID	DISCOUNT TAKEN	NET CHECK AMOUNT
157334	PLA PAYMENT-	8/13/2010	\$90,000.00	\$90,000.00	\$0.00	\$90,000.00
			\$90,000.00	\$90,000.00	\$0.00	\$90,000.00

CHECK NO.	CHECK DATE	VENDOR NO.
158859	8/13/2010	004658

CHECK NO. 158859



USBANK  
90-2267/1211

CHECK AMOUNT

\$90,000.00

Ninety Thousand Dollars and 00 Cents

PAY  
TO THE  
ORDER OF

California Construction Indust  
Management Cooperation Trust  
1225 8th Street  
Sacramento Ca 95814

*Anthony M. Vigil*  
*Walter B. Levin*

⑈ 158859 ⑈ ⑆ 121122676 ⑆ 153402162744 ⑈



Shipment Receipt  
Address Information

<b>Ship to:</b> Robert Balgenorth State Building & Construction Trade 1225 8TH ST STE 375  SACRAMENTO, CA 95814-4879 US 916-443-3302	<b>Ship from:</b> Melissa Barton  12745 N Thornton Road  Lodi, CA 95242 US 2093336370
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**Shipping Information**

Tracking number: 793830742452  
Ship date: 08/17/2010  
Estimated shipping charges: 11.37

**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](http://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, misdelivery, or misinformation, 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. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income, interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of \$100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is \$500, e.g., jewelry, precious metals, negotiable instruments and other items listed in our Service Guide. Written claims must be filed within strict time limits. Consult the applicable FedEx Service Guide for details. The estimated shipping charge may be different than the actual charges for your shipment. Differences may occur based on actual weight, dimensions, and other factors. Consult the applicable FedEx Service Guide or the FedEx Rate Sheets for details on how shipping charges are calculated.