

PROJECT LABOR AGREEMENT
FOR THE
WESTSIDE CANAL BATTERY STORAGE PROJECT

IMPERIAL COUNTY, CALIFORNIA

ARTICLE 1

INITIAL PROVISIONS

1.1 This Project Labor Agreement ("Agreement") is entered into by CED Westside Canal Battery Storage, LLC ("Primary Employer" or "Owner") and the State Building and Construction Trades Council of California ("State Council") and the Imperial County Building & Construction Trades Council ("Local Council") and the local unions who have executed this Agreement, all of whom are referred to collectively as the "Unions".

1.2 The Westside Canal Battery Storage Project Complex (the "Project") is owned by Owner. The Project is located in Imperial County, California and is planned as a Battery Energy Storage System ("BESS") consisting of various technologies, including but not limited, to lithium-ion and flow battery systems which will be constructed in multiple phases between 5MW and 300 MW and up to an approximate capacity of 2,000 MWs over several years and all associated infrastructure and related improvements. Construction of the first phase includes roads, a bridge and common facilities. It is understood and agreed by and between the Parties to this Agreement that the final plans for the Project may be subject to modifications and 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 and only to the Project.

1.3 Primary Employer is a limited liability company formed for the purpose of owning and constructing the Project through its employees, contractors or subcontractors. Primary Employer, its contractors or subcontractors control the site at which the Project will be constructed. Primary Employer reserves the right to directly perform construction on the Project with its own employees. Subject to the provisions of the applicable Master Agreement (as defined in Section 1.5), Primary Employer shall retain the right to control and coordinate all Project construction work by determining work scheduling, including uniform start times, the necessity for and the times of shift work, by directly enforcing any drug and alcohol abuse policy which is agreed to by any contractor or subcontractor and the appropriate local union signatory to this Agreement, and otherwise directly removing any employee whether employed directly or by any contractor or subcontractor for breach of reasonable rules promulgated by Primary Employer governing conduct on the job. Primary Employer shall have the right upon receipt of the written complaint of any employee to order corrective action necessary to maintain reasonable and lawful standards for workplace health and safety. Primary Employer shall act as the coordinator, participate in pre-job conferences and mark-up meetings, and, at its option, participate in the resolution of any grievances.

1.4 As provided below, all project managers, construction managers, contractors, subcontractors or other persons or entities assigning, awarding or

subcontracting Covered Work (as defined in Article 2), or authorizing another party to assign, award or subcontract Covered Work, or performing Covered Work, will be subject to this Agreement by executing Attachment A, the Agreement to be Bound (all of whom, including the Primary Employer, are individually and collectively referred to as "Employer" or "Employers").

1.5 The Unions are labor organizations whose members are construction industry employees who generally work in close proximity to one another at construction jobsites and whose jobs are closely related and coordinated. Each of the Unions is party to a multi-employer collective bargaining agreement ("Master Agreement") that covers the geographic area of the Project. Where the term Master Agreement is used, it means the existing Master Agreement currently in effect as to each of the Unions.

1.6 A large labor pool represented by the Unions will be required to execute the Covered Work involved in the Project. The Owner and Employers wish and it is the purpose of this Agreement to ensure that a sufficient supply of skilled craft workers are available at the Project, that all construction work performed by the members of the Unions 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 to this Agreement agree to establish adequate and fair wage levels and working conditions.

1.7 In the interest of the future of the construction industry in the local Imperial Valley area, of which the Unions are a vital part, and to maintain the most efficient and competitive posture possible, the Unions pledge to work and cooperate with the Primary Employer, Employers and with other construction employers engaged on the Project 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 from the Imperial Valley and surrounding areas 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.

1.8 The parties recognize the importance of energy storage in assuring that California is provided with grid flexibility, which enables adequate supplies of renewable energy for economic growth, the creation of job opportunities and for a greater degree of energy independence. By entering into this Agreement, the parties recognize the unique nature of a BESS and that the terms and conditions covered by this Agreement are therefore unique. Accordingly, the parties have in good faith arrived at the special conditions contained in this Agreement, and the parties agree to work together jointly to support the Project and make it successful.

ARTICLE 2

SCOPE OF AGREEMENT

2.1 This Agreement covers all on-site construction, alteration, installation, improvement, demolition, painting or repair of buildings, structures and other works and related activities for the Project that is within the craft jurisdiction of one of the Unions and that is part of the Project, including, without limitation, energy storage, start-up and commissioning, site preparation, survey work and soils and material inspection and testing, hazardous material remediation, surveying, geotechnical and exploratory drilling, temporary HVAC, landscaping and temporary fencing, pipelines (including those in linear corridors built to serve the project), pumps, and pump stations, all on-site fabrication work and all construction or improvements authorized by the public agency approvals granted for the Project. On-site work includes work done for the Project in temporary yards, dedicated sites, or areas adjacent to the Project, and at any on-site or off-site batch plant constructed solely to supply materials to the Project. Construction of offsite utilities, when performed by a utility involved with connecting this project to the grid, shall not be considered Covered Work. All work within the scope of this Agreement is referred to as "Covered Work" in this Agreement.

2.2 Covered Work includes Project startup and commissioning, including, but not limited to, system testing, loop checks, rework and modifications, functional and operational testing up to and including the final running test. It is understood that the Owner, manufacturer's and vendor's representatives, and plant operating personnel may supervise and direct this activity. A manufacturer or its representatives may perform industry standard work to satisfy its guarantee or warranty prior to start-up of a piece of equipment. After a system or subsystem becomes operational and upon acceptance by the Primary Employer, Covered Work on that system or subsystem is completed. However, rework and modifications normally provided as a function of the initial construction effort, and other related initial construction work normally performed by members of the Unions, will be performed by members of the Unions.

2.3 The following are specifically excluded from the definition of Covered Work:

2.3.1 Any work performed on or near the Project site by federal, state, county, city or other governmental bodies and/or agencies or their contractors or work performed by utilities or their contractors.

2.3.2 Work performed by supervisors not covered by a collective bargaining agreement, technical or non-manual employees including but not limited to executives, office and clerical personnel, drafters, staff engineers, technical advisors, vendor quality control representatives, logistic and materials support, timekeepers, messengers, or any other employees above the classification of general foreman who perform administrative/clerical functions.

2.3.3 Specialized or technical work requiring specialized training, unique skills, or a level of specific technical experience which employees represented by the Union do not possess. At least ten (10) working days notice shall

be given to the Local Council before any work is performed pursuant to this Section.

2.3.4 Work required to be performed by employees of an Original Equipment Manufacturer ("OEM") on the OEM's equipment, if required by the standard warranty agreement between the OEM and the Primary Employer in order to maintain the warranty or guarantee on such equipment consistent with industry practice. A redacted (unpriced) copy of such OEM agreement shall be provided to the applicable Union upon request.

2.3.5 Operations and maintenance work.

2.3.5 Work covered under a separate agreement with the outside line branch of the IBEW.

2.4 Purchase of any manufactured item produced in a genuine manufacturing facility for the supply of products is not Covered Work and shall not be considered subcontracting under Article 3 below. Any offsite fabrication, kitting, preparation or other assembly of components for the Project is Covered Work and shall be performed on site, unless performed by the OEM at the manufacturing facility. For the convenience of the Employer, such work may be performed offsite if performed in accordance with the union standards for the applicable Union established by this Agreement. Covered Work does not include creating inverter skids or foundation assemblies and chassis, if they are created, built, or assembled in a genuine manufacturing facility. Any manufacturer owned in whole or in part, or with any ownership or control relationship with a general contractor or electrical contractor shall not be recognized as a genuine manufacturer.

ARTICLE 3

SUBCONTRACTING

3.1 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 Attachment A, the Agreement to be Bound.

3.2 Primary Employer and each other Employer agree that it will subcontract Covered Work only to a person, firm, corporation or other entity who is or becomes a party to this Agreement and who is or becomes signatory to either a Master Agreement with the craft Union having traditional and customary building trades craft jurisdiction over the work or, only in the case of a national contractor, a national agreement with the International Union(s) of the craft Union(s) having traditional and customary jurisdiction over the work. Any Employer (including Primary Employer) performing Covered Work on the Project shall, as a condition to performing Covered Work on the Project, become signatory to and perform all work under the terms of this Agreement and the applicable Master Agreement, except

that a national contractor need not become signatory to a Master Agreement. Before being authorized to perform any Covered Work, Employers (other than Primary Employer) shall become a party to this Agreement by signing Attachment A, the "Agreement to be Bound." Every Employer shall notify the Local Council and the State Council in writing within five business days after it has subcontracted work, and shall at the same time provide to the Local Council and the State Council a copy of the executed Agreement to be Bound. Any Employer not already bound to the Master Agreement, who signs and becomes bound to such agreement to participate on this Project, shall not be required to apply the terms of that Master Agreement to any other construction project for which such Employer is already engaged contractually, but shall only be required to apply such agreement to this Project and future projects which it undertakes and which are in the scope of work covered by that Master Agreement.

3.3 Nothing in this Agreement shall in any manner whatsoever limit the rights of the Primary Employer, or any other Employer, to subcontract Covered 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 assigning, awarding or subcontracting of any Covered Work or allowing any subcontracted Covered Work to be performed, that all such contractors and subcontractors at all tiers become signatory to this Agreement, and the applicable Master Agreement or national agreement as provided in Section 3.2 above. Any Employer that fails to provide the Local Council and the State Council with a copy of the Agreement to be Bound executed by its contractor or subcontractor shall be liable for any failure of that contractor or subcontractor, or any contractor or subcontractor at a lower tier, to comply with the provisions of this Agreement, including any contributions to any trust funds that the contractor or subcontractor, or any subcontractor to that subcontractor, fails to make.

ARTICLE 4

WAGES AND BENEFITS

4.1 All employees covered by this Agreement (including foremen and general foremen if they are covered by the Master Agreement) shall be classified and paid wages, other compensation including, but not limited to, travel, subsistence, and shift premium pay, and contributions made on their behalf to multi-employer trust funds, all in accordance with the then current multi-employer Master Agreement of the applicable Union.

4.2 Any special interest bargaining which establishes wage rates, classifications, zones, or wage escalations which apply exclusively to the Project will not be recognized. In addition, there shall be no redlining of the Project in any

future multi-employer collective bargaining agreements by singling out, either by name or by effect, the Project or the Employers for less favorable wages, benefits or working conditions than are generally accorded other industrial projects in the same general geographic area.

ARTICLE 5

UNION RECOGNITION AND REFERRAL

5.1 The Employers recognize the Unions signatory to this Agreement as the sole and exclusive collective bargaining agents for their respective construction craft employees performing Covered Work for the Project, and further recognize the traditional and customary craft jurisdiction of each Union.

5.2 All employees performing Covered Work shall be or shall become and then remain members in good standing of the applicable 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.

5.3 The Unions shall be the source of all craft employees for Covered Work for the Project. Employers agree to be bound by the hiring and layoff practices of the respective Union, including hiring of apprentices, and to utilize its registration facilities and referral systems.

5.3.1 It is in the interest of the parties to this Agreement to facilitate employment of local area residents in construction of the Project. To the extent allowed by law and consistent with the nondiscriminatory procedures of the Union hiring halls, as long as they possess the requisite skills and qualifications and are members of a union signatory to this Agreement, the Unions shall exert their utmost efforts, including requesting assistance from other local unions, to recruit a sufficient number of skilled craftsmen to fulfill the manpower requirements of the Employers with a focus on securing such craftsmen from the Imperial Valley and surrounding areas.

5.4 In the event the referral facilities maintained by the Unions 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 such applicant from the Union within forty-eight (48) hours of the commencement of employment, and the dispatch shall upon request be issued by the Union to the employee. Employer will notify the Unions of such gate-hires.

5.5 Each Union shall have the right to designate a working journeyperson as a working steward. The steward shall be a qualified employee performing the work of that craft and shall not exercise any supervisory functions. Each steward shall be concerned with the employees of the steward's Employer and not with the

employees of any other Employer. A steward shall be allowed sufficient time to perform his/her duties.

ARTICLE 6

WORK STOPPAGES AND LOCKOUTS

6.1 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 Project or to the Owner, Employer, or other Employer working or providing work on the Project, or interference with the work or other disruptive activity of any kind at the Project site for any reason by the Union, its agents, representatives, or by any employee, and there shall be no lockout by any Employer. Failure of either a Union or an employee to cross any picket line established at the Employer's project site is a violation of this Article.

6.2 The Unions shall not sanction, aid or abet, encourage, condone or participate in or continue any work stoppage, 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 or which violate this Article, shall be subject to disciplinary action, including discharge, and, if justifiably discharged for the above reasons, shall not be eligible for rehire or further work on the Project.

6.3 A Union shall not be liable for acts of employees that it does not represent. With respect to employees the Union does represent, the principal officer or officers of the respective local union(s) will immediately instruct, and order and use the best efforts of their office to cause such employees to cease any violations of this Article. A local union complying with this obligation shall not be liable for any unauthorized acts of the employees it represents. The failure of the Employer to exercise its right in any instance shall not be deemed a waiver of its right in any other instance.

6.4 The Union(s) agree that if any union or any other persons, whether parties to this Agreement or otherwise, engage in any picketing or work stoppages, the signatory Unions shall consider such work stoppage or picketing to be illegal and refuse to honor such picket line or work stoppage.

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

6.6 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 local union(s) has been notified of the fact.

6.6.1 The party invoking this procedure shall notify Arbitrators who the parties to this agreement agree shall be the permanent Arbitrators under this procedure. In the event that either of the permanent Arbitrators is 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 involved International Union President, and/or local union.

6.6.2 Upon receipt of said notice, the Arbitrators selected above shall set and hold a hearing within twenty-four (24) hours if it is contended that the violation still exists.

6.6.3 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.

6.6.4 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 or registered mail 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.

6.6.5 Such Award may be enforced by any court of competent jurisdiction upon the filing of this Agreement and all other relevant documents referred to hereinabove in the following manner. The fax or electronic notice of the filing of such 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 6.6.4 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.

6.6.6 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.

6.6.7 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.

6.6.8 If the Arbitrator determines that a violation has occurred in accordance with Section 6.6.4 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, \$10,000; for the second shift, \$15,000; for the third shift, \$20,000; for each shift thereafter on which the craft has not returned to work, \$20,000 per shift. The Arbitrator shall retain jurisdiction to determine compliance with this section and this Article.

6.7 The procedures contained in this Article 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 8.

6.8 Notwithstanding the provisions of Section 6.1 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.

6.9 In the event that any applicable labor agreement expires and the parties to that agreement fail to reach agreement on a new contract by the date of expiration, a 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 applicable to such work performed during the hiatus.

ARTICLE 7

HOURS OF WORK, OVERTIME, SHIFTS AND HOLIDAYS

7.1 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 of work commencing 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.

7.2 It is recognized by the parties to this Agreement that the standard work week may not be desirable or cost effective for some projects, and other arrangements for hours of work will be considered. Such proposed modifications to the standard work week shall be worked out between the Primary Employer and the Union. Project schedule, manpower requirements, the geographic locations of the project and other appropriate factors, will be taken into consideration by the parties in reaching an understanding on work schedules.

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

7.4 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 but in no case shall such overtime rate be more than double the straight time rate.

ARTICLE 8

GRIEVANCE PROCEDURE

8.1 It is mutually agreed that any question arising out of and during the term of this Agreement involving its interpretation and application (other than jurisdictional disputes and successorship) shall be considered a grievance. Questions between or among parties signatory to a Master Agreement arising out of or involving the interpretation of a Master Agreement shall be resolved under the grievance procedure provided in that Master Agreement.

8.2 The Primary Employer and other Employers, as well as the Unions, may bring forth grievances under this Article.

8.3 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 was discovered, whichever is later. The term "working days" as used in this Article shall exclude Saturdays, Sundays and holidays regardless of whether any work is actually performed on such days.

8.4 Grievances shall be settled according to the following procedure, except that grievances that do not involve an individual grievant shall be discussed by the Primary Employer, State Council and Local Council, and then, if not resolved within five (5) working days of written notice unless extended by mutual consent, shall commence at Step 4:

Step 1

The Steward and the grievant shall attempt to resolve the grievance with the craft 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 may be referred in writing to the Business Manager(s) of the affected Union or his designee(s) and the site construction manager or Labor Relations representative of the Employer(s) for discussion and resolution. A copy of the written grievance shall also be mailed, faxed or emailed to the 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 grievance may be referred in writing to the Business Manager(s) of the affected Union(s) involved and the Manager of Labor Relations of the Employer(s) or the Manager's designated representative and the Primary Employer for discussion and resolution.

Step 4

If the grievance is not settled in Step 3 within five (5) working days, 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 the 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. Primary Employer shall keep a record of the sequence and shall notify the parties to the grievance as to which party has the right to strike a name first.

8.5 The 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.

8.6 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 the 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.

8.7 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.

8.8 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.

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

8.10 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, electronic mail, faxed or postmarked 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, electronic mail, faxed or postmarked during the extended time period.

ARTICLE 9

JURISDICTIONAL DISPUTES

9.1 The assignment of Covered Work will be solely the responsibility of the Employer performing the work involved; and such work assignments will be in accordance with the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (the "Plan") or any successor Plan.

9.2 All jurisdictional disputes between or among the Building and Construction Trades Unions and their employees, parties to this Agreement, shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department. Decisions rendered shall be final, binding and conclusive on the Employers and Unions parties to this Agreement.

9.3 If a dispute arising under this Article involves the Southern California Carpenters Regional Council or any of its subordinate bodies, an Arbitrator shall be chosen by the procedures specified in Article V, Section 5, of the Plan from a list composed of John Kagel, Thomas Angelo, Robert Hirsch, and Thomas Pagan, and the Arbitrator's hearing on the dispute shall be held at the offices of the Local Council within 14 days of the selection of the Arbitrator. All other procedures shall be as specified in the Plan.

9.4 All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature, and the Employer's assignment shall be adhered to until the dispute is resolved. Individuals violating this section shall be subject to immediate discharge. Each Employer will conduct a pre-job conference with the Local Council prior to commencing work. The Primary Employer and any general contractor will be advised in advance of all such conferences and may participate if they wish. Pre-job conferences for different Employers may be held together.

ARTICLE 10

GENERAL WORKING CONDITIONS

10.1 The selection of craft foremen and/or general foremen shall be entirely the responsibility of the Employer, it being understood that in the selection of such foremen and/or general foremen the Employer will give primary consideration to the qualified individuals referred to the Employer who are available in the local Imperial Valley and surrounding area. After giving such consideration, the Employer may select such individuals from other areas. The number of foremen and general foremen required shall be in accordance with the respective local craft Master Agreements. All foremen shall take orders from the designated Employer representatives.

10.2 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.

10.3 The Employer shall establish and employees shall observe such reasonable project job site work rules as the Employer deems appropriate. These rules will be reviewed and discussed at the Pre-Job conference, distributed to all employees, posted at the project site by the Employer, and may be amended thereafter as necessary.

ARTICLE 11

MANAGEMENT RIGHTS

11.1 The Employer retains and shall exercise full and exclusive authority and responsibility for the management of its respective operations and work forces, except as expressly limited by the terms of this Agreement or a Master Agreement. This authority includes, but is not limited to, the rights retained by Employers under the Master Agreement and the rights 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 layoff employees as deemed appropriate to meet work requirements and/or skills required, and to 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.

11.1.4 Discharge, suspend or discipline employees in accordance with the applicable Master Agreement.

11.1.5 Require all employees to observe the Primary Employer's, Employers' and Owner's reasonable Project Rules, Security, Environmental and Safety Regulations, consistent with the provisions of this Agreement. These Project Work Rules and Regulations shall be supplied to the Union, to all employees and posted on the job site.

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 a 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, except as limited by Section 2.1.

11.1.10 Purchase materials or equipment from any source it deems appropriate.

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

ARTICLE 12

JOINT LABOR/MANAGEMENT MEETINGS

12.1 During the period of any work performed under this Agreement, a joint Labor/Management meeting will be held on an approximately monthly basis or more frequently as needed between the Primary Employer, the other Employers, the Local Council and the signatory Unions. The purpose of these meetings is to promote harmonious labor/management relations, ensure adequate communications and advance the proficiency and efficiency of the craft workers and contractors performing work at the Project. These monthly (or more frequent) meetings will also include discussion of safety, craft resource requirements, scheduling and productivity of work performed at the Project.

12.2 A Pre-Job Conference will be held prior to the commencement of work to establish the scope of work in each Employer's contract. When a contract has been let to an Employer(s) covered by this Agreement, a Pre-Job Conference and/or Mark-Up Meeting shall be required upon request of any Union, Employer or the Primary Employer.

12.3 The Primary Employer will schedule and attend all Pre-Job Conferences and Mark-Up Meetings.

ARTICLE 13

SUCCESSORSHIP AND SURVIVABILITY

13.1 The subcontracting obligations described in Article 3 are independent obligations of Primary Employer which shall survive any full or partial termination of Primary Employer's involvement in the Project for any reason, including, without limitation: (i) any full or partial termination or transfer of Primary Employer's right to control and coordinate construction work on the Project; (ii) any full or partial termination or transfer of a contract, if any, between Primary Employer and any Owner for any Covered Work; (iii) the transfer of all or any portion of the Project or any interest in the Project by any Project Owner; or (iv) any other event that results in the replacement of Primary Employer with another contractor.

13.2 The parties agree that: (i) if Primary Employer's involvement in the Project is terminated as described in Section 13.1, and (ii) Covered Work is performed by a contractor or subcontractor that is not in compliance with the provisions of Article 3, then Primary Employer shall pay liquidated damages, as

described in Section 13.3, 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 Unions and their members, as provided in Section 13.3 ("Liquidated Damages").

13.3 In the event that Liquidated Damages are owed as described in Section 13.2, Primary Employer shall pay an amount equal to the journeyman total compensation package of the applicable Union 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 signed to this Agreement. The Liquidated Damages shall be paid as follows: Half to the qualified pension plan and half to the qualified health and welfare plan of the Union(s) having jurisdiction over the work performed by the contractor(s) or subcontractor(s) not signatory to this Agreement. The parties agree that a Union shall enforce, collect and receive Liquidated Damages pursuant to Article 13 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 to independently enforce the provisions of this Agreement, including, but not limited to, the Liquidated Damages provisions contained in Article 13.

13.4 Upon execution and delivery of an agreement assuming all the obligations of this Agreement, and determination by the Unions that the successor is financially responsible, Primary Employer shall be released from liability for the payment of liquidated damages under Section 13.3, and Primary Employer shall have no liability for any breach of this Agreement by a successor employer or contractor. A successor shall be considered financially responsible if the Unions, in the exercise of their reasonable judgment, determine that the successor is financially capable of completing the Project and complying with the obligations and undertakings of the Primary Employer under this Agreement, including any obligation to pay Liquidated Damages under Section 13.3.

13.4.1 The Unions authorize the Local Council to execute and deliver a release on their behalf pursuant to a resolution adopted at a duly noticed meeting of the Local Council.

13.5 This Article 13 shall be enforceable in any court of competent jurisdiction, and shall not be subject to the grievance procedure of Article 8.

ARTICLE 14

LABOR MANAGEMENT COOPERATION TRUST

14.1 Within 10 days of the first hour of Covered Work being performed on the first phase of the Project, Primary Employer shall contribute the sum of \$40,000.00 to the California Construction Industry Labor-Management Cooperation Trust or its designee. For each subsequent phase of the Project, Primary Employer

shall contribute an additional \$20,000.00 to the California Construction Industry Labor-Management cooperation Trust or its designee. Upon completion of the final phase of the Project, there shall be no further obligation by the Primary Employer, Owner or any other Employer(s) to make any contribution to the Trust.

ARTICLE 15

GENERAL PROVISIONS

15.1 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 negotiated by the Primary Employer and the State Council shall be binding on all parties signatory to this Agreement. At all relevant times, the provisions of Article 6 (Work Stoppages and Lockouts) shall apply.

15.1.1 If the Primary Employer and the State Council are unable within thirty (30) calendar days to negotiate a substitute article or provision, any of them may at any time thereafter submit the matter directly to interest arbitration pursuant to the procedures set forth in Section 8.4, Step 4, and Sections 8.5 through 8.7. The Arbitrator shall have the authority to modify, amend and alter the Agreement by providing a substitute article or provision to replace the one(s) that have become invalid, inoperative or unenforceable. The Arbitrator's decision, and the new article or provision, shall be final and binding on all parties signatory to the Agreement.

15.2 If any article or provision of this Agreement shall be held invalid, inoperative or unenforceable by operation of law, or by any tribunal 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.

15.3 Except as enumerated in this Agreement, all other terms and conditions of employment described in the Master Agreement of the Union having traditional and customary jurisdiction over the work shall apply.

15.4 The provisions of this Agreement shall take precedence over conflicting provisions of any Master Agreement or any other national, area or local collective bargaining agreement except for all Covered Work performed under the NTL Articles of Agreement, the National Stack/Chimney Agreement and the National Cooling Tower Agreement; all instrument calibration and loop checking Covered Work shall be performed under the terms of the UA/IBEW Joint National

Agreement for Instrument and Control Systems Technicians and Covered Work within the craft jurisdiction of the Elevator Constructors will be performed under the terms of the National Agreements of the International Union of Elevator Constructors; provided that Articles 6, 8 and 9 of this Agreement shall apply to all Covered Work.

15.5 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.

15.6 This Agreement may be executed in any number of counterparts, and each counterpart shall be deemed to be an original document. All executed counterparts together shall constitute one and the same document, and any signature pages may be assembled to form a single original document.

15.7 To the fullest extent consistent with the applicable Master Agreement and trust agreement, it is agreed that any liability under this Agreement by Primary Employer, the State Council, the Local Council, a Union, or any other Employer shall be several and not joint. Any alleged breach of this Agreement by a party shall not affect the rights, liabilities, obligations, and duties among the other parties or between that party and any other party.

15.8 Any notices required under this Agreement shall be given as follows:

To Primary Employer:

Mark Noyes, President and CEO
CED Westside Canal Battery Storage,
LLC
c/o Con Edison Development
100 Summit Lake Drive, Ste. 210
Valhalla, NY 10595

To the Unions:

Robbie Hunter, President
State Building and Construction Trades
Council of California
1231 I Street, Suite 302
Sacramento, CA 95814
Telephone: (916) 443-3302

Arkie Mayes, Executive Secretary
Imperial County Building and
Construction Trades Council
P.O. Box 1327
El Centro, CA 92244-1327
Telephone: (760) 337-9094

With a copy to:

Paul F. Mapelli, General Counsel
CED Westside Canal Battery Storage,
LLC
c/o Con Edison Development
100 Summit Lake Drive, Ste. 210

With a copy to:

Tanya A. Gulesserian
Adams Broadwell Joseph & Cardozo
601 Gateway Boulevard, Suite 1000
South San Francisco, CA 94080
Telephone: (650) 589-1660

Valhalla, NY 10595
mapellip@conedceb.com

Any party may notify the other in writing if its person designated to receive notice is changed.

ARTICLE 16

WAIVER

16.1 The parties, hereby acknowledge that this Agreement is a lawful pre-hire agreement within the meaning of Section 8(f) of the National Labor Relations Act applicable to all parties who employ individuals to perform Covered Work on the project; and the Primary Employer and each other Employer hereby expressly waives its right to contest, challenge, repudiate or void (hereinafter collectively "challenge") this Agreement, directly or indirectly, on any basis, in any proceeding before any federal, state or local court, agency or other tribunal, including the National Labor Relations Board, or before any arbitrator or hearing officer, including any challenge to the validity of this Agreement that is raised as a defense to any action or claim brought by the Unions. This Agreement shall be a complete defense to any such challenge.

16.2 Each Employer further agrees that it shall not solicit, finance or participate in any challenge to this Agreement by any other person or entity. Payment of regular annual dues to an organization or association does not constitute "solicitation," "financing" or "participation in" a challenge as those terms are used in this Agreement.

16.3 This Article shall be enforced pursuant to Article 8 of this Agreement and any grievance shall commence at Step 3 of Section 8.4. The parties agree that the economic damages to the Unions from a breach of this Article include the reasonable fees and costs of defense.

ARTICLE 17

HELMETS TO HARDHATS

17.1 The Employers and the Unions recognize a desire to facilitate the entry into the building and construction trades of veterans and members of the National Guard and Reserves who are interested in careers in the building and construction industry. The Employers and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (the "Center"), a joint Labor-Management Cooperation Trust Fund, established under the authority of Section 6(b) of the Labor-Management Cooperation Act of 1978, 29 U.S.C. Section 175(a), and Section 302(c)(9) of the Labor-Management Relations Act, 29 U.S.C. Section 186(c)(9), and a charitable tax exempt organization under Section 501(c)(3) of the Internal Revenue Code, and the Center's "Helmets to Hardhats" program to serve as a resource for preliminary orientation, assessment of construction aptitude,

referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the parties.

17.2 The Unions and Employers agree to coordinate with the Center to create and maintain an integrated database of veterans and members of the National Guard and Reserves interested in working on this Project and apprenticeship and employment opportunities for this Project. To the extent permitted by law, the Union will give credit to such veterans and members of the National Guard and Reserves for bona fide, provable past experience.

17.3 In recognition of the work of the Center and the value it will bring to the Project, within thirty (30) days of the commencement of Covered Work on each phase of the project, Primary Employer shall make a contribution of \$10,000 to the Center on behalf of itself and all other Employers employing workers under the terms of this Agreement.

17.4 The Center shall function in accordance with, and as provided in the Agreement and Declaration of Trust creating the fund, and any amendments thereto, and any other of its governing documents. Each Employer performing work covered by this Agreement approves and consents to the appointment of the Trustees designated pursuant to the Trust Agreement establishing the Center and hereby adopts and agrees to be bound by the terms and provisions of the Trust Agreement.


ARTICLE 18

TERM OF AGREEMENT


18.1 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 2.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and effective as of November 23, 2020.

CED WESTSIDE CANAL BATTERY
STORAGE, LLC


By: Mark Noyes, President and CEO

STATE BUILDING & CONSTRUCTION
TRADES COUNCIL OF CALIFORNIA


By: Robbie Hunter, President

IMPERIAL COUNTY BUILDING &
CONSTRUCTION TRADES COUNCIL


By: Arkie Mayes, Executive Secretary

22-302-25

Imperial County Building & Construction Trades Council

PROJECT NAME: Westside Canal Battery Storage Project

UNIONS:

Bricklayers L.U 4

BY 

Asbestos L.U. 5

BY

Operating Engineers L.U. 12

BY

Operating Engineers L.U. 12

BY

Operating Engineers L.U. 12

BY

I.U.E.C. L.U. 18

BY

Painters & Allied Trades Dis. 36

BY

Roofers & Waterproofers L.U. 45

BY

Boilermakers L.U. 92

BY

Teamsters L.U. 166

BY

Plasters L.U. 200

BY

Sheet Metal Workers L.U. 206

BY

Iron Workers L.U. 229

BY

Plumber & Pipefitters L.U. 230

BY

Laborers L.U. 300

BY

Landscapes L.U. 345

BY

Cement Masons L.U. 500

BY

Electrical Workers L.U. 569

BY

Road Sprinklers L.U. 669

BY

Laborers L.U. 1184

BY

Millwrights L.U. 1607

BY

Carpenters L.U. 619


BY

2023-18-21

Imperial County Building & Construction Trades Council

PROJECT NAME: Westside Canal Battery Storage Project

UNIONS:

- Bricklayers L.U. 4** BY -----
- Asbestos L.U. 5** BY  -----
- Operating Engineers L.U. 12** BY -----
- Operating Engineers L.U. 12** BY -----
- Operating Engineers L.U. 12** BY -----
- I.U.E.C. L.U. 18** BY -----
- Painters & Allied Trades Dis. 36** BY -----
- Roofers & Waterproofers L.U. 45** BY -----
- Boilermakers L.U. 92** BY -----
- Teamsters L.U. 166** BY -----
- Plasters L.U. 200** BY -----
- Sheet Metal Workers L.U. 206** BY -----
- Iron Workers L.U. 229** BY -----
- Plumber & Pipefitters L.U. 230** BY -----
- Laborers L.U. 300** BY -----
- Landscapes L.U. 345** BY -----
- Cement Masons L.U. 500** BY -----
- Electrical Workers L.U. 569** BY -----
- Road Sprinklers L.U. 669** BY -----
- Laborers L.U. 1184** BY -----
- Millwrights L.U. 1607** BY -----
- Carpenters L.U. 619** BY -----

Building & Construction Trades Council Imperial County

PROJECT NAME: Westside Canal Battery Storage Project

UNIONS:

Bricklayers L.U 4

BY -----

Asbestos L.U. 5

BY -----

Operating Engineers L.U. 12

BY *Ronald A. St. Louis*

Operating Engineers L.U. 12

BY *[Signature]*

Operating Engineers L.U. 12

BY *[Signature]*

I.U.E.C. L.U. 18

BY -----

Painters & Allied Trades Dis. 36

BY -----

Roofers & Waterproofers L.U. 45

BY -----

Boilermakers L.U. 92

BY -----

Teamsters L.U. 166

BY -----

Plasters L.U. 200

BY -----

Sheet Metal Workers L.U. 206

BY -----

Iron Workers L.U. 229

BY -----

Plumber & Pipefitters L.U. 230

BY -----

Laborers L.U. 300

BY -----

Landscapes L.U. 345

BY -----

Cement Masons L.U. 500

BY -----

Electrical Workers L.U. 569

BY -----

Road Sprinklers L.U. 669

BY -----

Laborers L.U. 1184

BY -----

Millwrights L.U. 1607

BY -----

Carpenters L.U. 619

BY -----

Building & Construction Trades Council Imperial County

PROJECT NAME: Westside Canal Battery Storage Project

UNIONS:

- Bricklayers L.U. 4** BY _____
- Asbestos L.U. 5** BY _____
- Operating Engineers L.U. 12** BY _____
- Operating Engineers L.U. 12** BY _____
- Operating Engineers L.U. 12** BY _____
- I.U.E.C. L.U. 18** BY _____
- Painters & Allied Trades Dis. 36** BY Mark Bartlett
- Roofers & Waterproofers L.U. 45** BY _____
- Bollermakers L.U. 92** BY _____
- Teamsters L.U. 166** BY _____
- Plasters L.U. 200** BY _____
- Sheet Metal Workers L.U. 206** BY _____
- Iron Workers L.U. 229** BY _____
- Plumber & Pipefitters L.U. 230** BY _____
- Laborers L.U. 300** BY _____
- Landscapes L.U. 345** BY _____
- Cement Masons L.U. 500** BY _____
- Electrical Workers L.U. 569** BY _____
- Road Sprinklers L.U. 669** BY _____
- Laborers L.U. 1184** BY _____
- Millwrights L.U. 1607** BY _____
- Carpenters L.U. 619** BY _____

REC-2-4-21
JEM

Building & Construction Trades Council Imperial County

PROJECT NAME: Westside Canal Battery Storage Project

UNIONS:

- Bricklayers L.U. 4** BY -----
- Asbestos L.U. 5** BY -----
- Operating Engineers L.U. 12** BY -----
- Operating Engineers L.U. 12** BY -----
- Operating Engineers L.U. 12** BY -----
- I.U.E.C. L.U. 18** BY -----
- Painters & Allied Trades Dis. 36** BY -----
- Roofers & Waterproofers L.U. 45** BY -----
- Boilermakers L.U. 92** BY -----
- Teamsters L.U. 166** BY -----
- Plasters L.U. 200** BY -----
- Sheet Metal Workers L.U. 206** BY -----
- Iron Workers L.U. 229** BY -----
- Plumber & Pipefitters L.U. 230** BY -----
- Laborers L.U. 300** BY -----
- Landscapes L.U. 345** BY -----
- Cement Masons L.U. 500** BY -----
- Electrical Workers L.U. 569** BY -----
- Road Sprinklers L.U. 669** BY -----
- Laborers L.U. 1184** BY -----
- Millwrights L.U. 1607** BY -----
- Carpenters L.U. 619** BY -----

200-2-11-21
JRM

Building & Construction Trades Council Imperial County

PROJECT NAME: Westside Canal Battery Storage Project

UNIONS:

Bricklayers L.U. 4

BY -----

Asbestos L.U. 5

BY -----

Operating Engineers L.U. 12

BY -----

Operating Engineers L.U. 12

BY -----

Operating Engineers L.U. 12

BY -----

I.U.E.C. L.U. 18

BY -----

Painters & Allied Trades Dis. 36

BY -----

Roofers & Waterproofers L.U. 45

BY -----

Boilermakers L.U. 92

BY *Li. Mont 2-3-21*

Teamsters L.U. 166

BY -----

Plasters L.U. 200

BY -----

Sheet Metal Workers L.U. 206

BY -----

Iron Workers L.U. 229

BY -----

Plumber & Pipefitters L.U. 230

BY -----

Laborers L.U. 300

BY -----

Landscapes L.U. 345

BY -----

Cement Masons L.U. 500

BY -----

Electrical Workers L.U. 569

BY -----

Road Sprinklers L.U. 669

BY -----

Laborers L.U. 1184

BY -----

Millwrights L.U. 1607

BY -----

Carpenters L.U. 619

BY -----

Rev 2-4-21
JRM

Building & Construction Trades Council Imperial County

PROJECT NAME: Westside Canal Battery Storage Project

UNIONS:

Bricklayers L.U. 4 BY _____

Asbestos L.U. 5 BY _____

Operating Engineers L.U. 12 BY _____

Operating Engineers L.U. 12 BY _____

Operating Engineers L.U. 12 BY _____

I.U.E.C. L.U. 18 BY _____

Painters & Allied Trades Dis. 36 BY _____

Roofers & Waterproofers L.U. 45 BY _____

Boilermakers L.U. 92 BY _____

Teamsters L.U. 166 BY _____

Plasters L.U. 200 BY _____

Sheet Metal Workers L.U. 206 BY _____

Iron Workers L.U. 229 BY _____

Plumber & Pipefitters L.U. 230 BY _____

Laborers L.U. 300 BY _____

Landscapes L.U. 345 BY _____

Cement Masons L.U. 500 BY _____

Electrical Workers L.U. 569 BY _____

Road Sprinklers L.U. 669 BY _____

Laborers L.U. 1184 BY _____

Millwrights L.U. 1607 BY _____

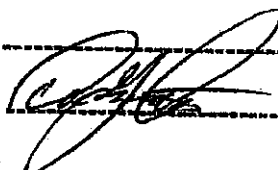
Carpenters L.U. 619 BY _____

John J. Allbaugh 9-4-2021
Edas Pen 2/3/2021

Building & Construction Trades Council Imperial County

PROJECT NAME: Westside Canal Battery Storage Project

UNIONS:

- Bricklayers L.U. 4** BY -----
- Asbestos L.U. 5** BY -----
- Operating Engineers L.U. 12** BY -----
- Operating Engineers L.U. 12** BY -----
- Operating Engineers L.U. 12** BY -----
- I.U.E.C. L.U. 18** BY -----
- Painters & Allied Trades Dis. 36** BY -----
- Roofers & Waterproofers L.U. 45** BY -----
- Boilermakers L.U. 92** BY -----
- Teamsters L.U. 166** BY -----
- Plasters L.U. 200** BY -----
- Sheet Metal Workers L.U. 206** BY  DAVE GATTUSO
- Iron Workers L.U. 229** BY -----
- Plumber & Pipefitters L.U. 230** BY -----
- Laborers L.U. 300** BY -----
- Landscapes L.U. 345** BY -----
- Cement Masons L.U. 500** BY -----
- Electrical Workers L.U. 569** BY -----
- Road Sprinklers L.U. 669** BY -----
- Laborers L.U. 1184** BY -----
- Millwrights L.U. 1607** BY -----
- Carpenters L.U. 619** BY -----

FEB 04 2021

Initial: SEMJ

Building & Construction Trades Council Imperial County

PROJECT NAME:

Westside Canal Battery Storage Project

UNIONS:

- Bricklayers L.U. 4 BY
- Asbestos L.U. 5 BY
- Operating Engineers L.U. 12 BY
- Operating Engineers L.U. 12 BY
- Operating Engineers L.U. 12 BY
- I.U.E.C. L.U. 18 BY
- Painters & Allied Trades Dis. 36 BY
- Roofers & Waterproofers L.U. 45 BY
- Boilermakers L.U. 92 BY
- Teamsters L.U. 166 BY
- Plasters L.U. 200 BY
- Sheet Metal Workers L.U. 206 BY
- Iron Workers L.U. 229 BY [Signature]
- Plumber & Pipefitters L.U. 230 BY
- Laborers L.U. 300 BY
- Landscapes L.U. 345 BY
- Cement Masons L.U. 500 BY
- Electrical Workers L.U. 569 BY
- Road Sprinklers L.U. 669 BY
- Laborers L.U. 1184 BY
- Millwrights L.U. 1607 BY
- Carpenters L.U. 619 BY

REC-2-4-21
SEM

Building & Construction Trades Council Imperial County

PROJECT NAME: Westside Canal Battery Storage Project

UNIONS:

- Bricklayers L.U. 4** BY _____
- Asbestos L.U. 5** BY _____
- Operating Engineers L.U. 12** BY _____
- Operating Engineers L.U. 12** BY _____
- Operating Engineers L.U. 12** BY _____
- I.U.E.C. L.U. 18** BY _____
- Painters & Allied Trades Dis. 36** BY _____
- Roofers & Waterproofers L.U. 45** BY _____
- Boilermakers L.U. 92** BY _____
- Teamsters L.U. 166** BY _____
- Plasters L.U. 200** BY _____
- Sheet Metal Workers L.U. 206** BY _____
- Iron Workers L.U. 229** BY _____
- Plumber & Pipefitters L.U. 230** BY Mike Whaley
- Laborers L.U. 300** BY _____
- Landscapes L.U. 345** BY _____
- Cement Masons L.U. 500** BY _____
- Electrical Workers L.U. 569** BY _____
- Road Sprinklers L.U. 669** BY _____
- Laborers L.U. 1184** BY _____
- Millwrights L.U. 1607** BY _____
- Carpenters L.U. 619** BY _____

Rec 4-5-21

Building & Construction Trades Council Imperial County

PROJECT NAME: Westside Canal Battery Storage Project

UNIONS:

- Bricklayers L.U. 4** BY -----
- Asbestos L.U. 5** BY -----
- Operating Engineers L.U. 12** BY -----
- Operating Engineers L.U. 12** BY -----
- Operating Engineers L.U. 12** BY -----
- I.U.E.C. L.U. 18** BY -----
- Painters & Allied Trades Dis. 36** BY -----
- Roofers & Waterproofers L.U. 45** BY -----
- Boilermakers L.U. 92** BY -----
- Teamsters L.U. 166** BY -----
- Plasters L.U. 200** BY -----
- Sheet Metal Workers L.U. 206** BY -----
- Iron Workers L.U. 229** BY -----
- Plumber & Pipefitters L.U. 230** BY -----
- Laborers L.U. 300** BY *August Harmon* -----
- Landscapes L.U. 345** BY -----
- Cement Masons L.U. 500** BY -----
- Electrical Workers L.U. 569** BY -----
- Road Sprinklers L.U. 669** BY -----
- Laborers L.U. 1184** BY -----
- Millwrights L.U. 1607** BY -----
- Carpenters L.U. 619** BY -----

Proc 2-11-21
JRM

Building & Construction Trades Council Imperial County

PROJECT NAME:

Westside Canal Battery Storage Project

UNIONS:

- Bricklayers L.U. 4** BY -----
- Asbestos L.U. 5** BY -----
- Operating Engineers L.U. 12** BY -----
- Operating Engineers L.U. 12** BY -----
- Operating Engineers L.U. 12** BY -----
- I.U.E.C. L.U. 18** BY -----
- Painters & Allied Trades Dis. 36** BY -----
- Roofers & Waterproofers L.U. 45** BY -----
- Boilermakers L.U. 92** BY -----
- Teamsters L.U. 166** BY -----
- Plasters L.U. 200** BY -----
- Sheet Metal Workers L.U. 206** BY -----
- Iron Workers L.U. 229** BY -----
- Plumber & Pipefitters L.U. 230** BY -----
- Laborers L.U. 300** BY -----
- Landscapes L.U. 345** BY -----
- Cement Masons L.U. 500** BY -----
- Electrical Workers L.U. 569** BY -----
- Road Sprinklers L.U. 669** BY -----
- Laborers L.U. 1184** BY -----
- Millwrights L.U. 1607** BY -----
- Carpenters L.U. 619** BY -----

202-4-15-21

Building & Construction Trades Council Imperial County

PROJECT NAME:

Westside Canal Battery Storage Project

UNIONS:

- Bricklayers L.U. 4** BY _____
- Asbestos L.U. 5** BY _____
- Operating Engineers L.U. 12** BY _____
- Operating Engineers L.U. 12** BY _____
- Operating Engineers L.U. 12** BY _____
- I.U.E.C. L.U. 18** BY _____
- Painters & Allied Trades Dis. 36** BY _____
- Roofers & Waterproofers L.U. 45** BY _____
- Boilermakers L.U. 92** BY _____
- Teamsters L.U. 166** BY _____
- Plasters L.U. 200** BY _____
- Sheet Metal Workers L.U. 206** BY _____
- Iron Workers L.U. 229** BY _____
- Plumber & Pipefitters L.U. 230** BY _____
- Laborers L.U. 300** BY _____
- Landscapes L.U. 345** BY _____
- Cement Masons L.U. 500** BY Jack Alvarado
- Electrical Workers L.U. 569** BY _____
- Road Sprinklers L.U. 669** BY _____
- Laborers L.U. 1184** BY _____
- Millwrights L.U. 1607** BY _____
- Carpenters L.U. 619** BY _____

Rec. 2-22-21
JRW

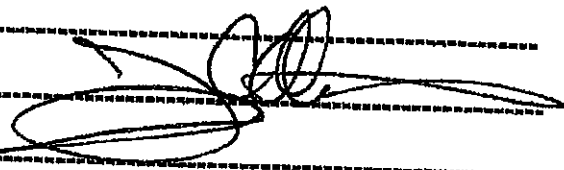
Building & Construction Trades Council Imperial County

PROJECT NAME:

Westside Canal Battery Storage Project

UNIONS:

- Bricklayers L.U. 4** BY -----
- Asbestos L.U. 5** BY -----
- Operating Engineers L.U. 12** BY -----
- Operating Engineers L.U. 12** BY -----
- Operating Engineers L.U. 12** BY -----
- I.U.E.C. L.U. 18** BY -----
- Painters & Allied Trades Dis. 36** BY -----
- Roofers & Waterproofers L.U. 45** BY -----
- Boilermakers L.U. 92** BY -----
- Teamsters L.U. 166** BY -----
- Plasters L.U. 200** BY -----
- Sheet Metal Workers L.U. 206** BY -----
- Iron Workers L.U. 229** BY -----
- Plumber & Pipefitters L.U. 230** BY -----
- Laborers L.U. 300** BY -----
- Landscapes L.U. 345** BY -----
- Cement Masons L.U. 500** BY -----
- Electrical Workers L.U. 569** BY -----
- Road Sprinklers L.U. 669** BY -----
- Laborers L.U. 1184** BY -----
- Millwrights L.U. 1607** BY -----
- Carpenters L.U. 619** BY -----



Rec. 2-4-21
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Building & Construction Trades Council Imperial County

PROJECT NAME: Westside Canal Battery Storage Project

UNIONS:

Bricklayers L.U. 4 BY -----

Asbestos L.U. 5 BY -----

Operating Engineers L.U. 12 BY -----

Operating Engineers L.U. 12 BY -----

Operating Engineers L.U. 12 BY -----

I.U.E.C. L.U. 18 BY -----

Painters & Allied Trades Dis. 36 BY -----

Roofers & Waterproofers L.U. 45 BY -----

Boilermakers L.U. 92 BY -----

Teamsters L.U. 166 BY -----

Plasters L.U. 200 BY -----

Sheet Metal Workers L.U. 206 BY -----

Iron Workers L.U. 229 BY -----

Plumber & Pipefitters L.U. 230 BY -----

Laborers L.U. 300 BY -----

Landscapes L.U. 345 BY -----

Cement Masons L.U. 500 BY -----

Electrical Workers L.U. 569 BY -----

Road Sprinklers L.U. 669 BY -----

By on behalf of B.M. Brian Dunn

Laborers L.U. 1184 BY -----

Millwrights L.U. 1607 BY -----

Carpenters L.U. 619 BY -----

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Building & Construction Trades Council Imperial County

PROJECT NAME: Westside Canal Battery Storage Project

UNIONS:

- Bricklayers L.U 4** BY -----
- Asbestos L.U. 5** BY -----
- Operating Engineers L.U. 12** BY -----
- Operating Engineers L.U. 12** BY -----
- Operating Engineers L.U. 12** BY -----
- I.U.E.C. L.U. 18** BY -----
- Painters & Allied Trades Dis. 36** BY -----
- Roofers & Waterproofers L.U. 45** BY -----
- Boilermakers L.U. 92** BY -----
- Teamsters L.U. 166** BY -----
- Plasters L.U. 200** BY -----
- Sheet Metal Workers L.U. 206** BY -----
- Iron Workers L.U. 229** BY -----
- Plumber & Pipefitters L.U. 230** BY -----
- Laborers L.U. 300** BY -----
- Landscapes L.U. 345** BY -----
- Cement Masons L.U. 500** BY -----
- Electrical Workers L.U. 569** BY -----
- Road Sprinklers L.U. 669** BY -----
- Laborers L.U. 1184** BY -----
- Millwrights L.U. 1607** BY -----
- Carpenters L.U. 619** BY -----

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Building & Construction Trades Council Imperial County

PROJECT NAME:

Westside Canal Battery Storage Project

UNIONS:

- Bricklayers L.U. 4 BY
- Asbestos L.U. 5 BY
- Operating Engineers L.U. 12 BY
- Operating Engineers L.U. 12 BY
- Operating Engineers L.U. 12 BY
- I.U.E.C. L.U. 18 BY
- Painters & Allied Trades Dis. 36 BY
- Roofers & Waterproofers L.U. 45 BY
- Boilermakers L.U. 92 BY
- Teamsters L.U. 166 BY
- Plasters L.U. 200 BY
- Sheet Metal Workers L.U. 206 BY
- Iron Workers L.U. 229 BY
- Plumber & Pipefitters L.U. 230 BY
- Laborers L.U. 300 BY
- Landscapes L.U. 345 BY
- Cement Masons L.U. 500 BY
- Electrical Workers L.U. 569 BY
- Road Sprinklers L.U. 669 BY
- Laborers L.U. 1184 BY
- Millwrights L.U. 1607 BY *Handwritten Signature*
- Carpenters L.U. 619 BY

Rec 2-4-21
JLW

Building & Construction Trades Council Imperial County

PROJECT NAME: Westside Canal Battery Storage Project

UNIONS:

- Bricklayers L.U. 4** BY -----
- Asbestos L.U. 5** BY -----
- Operating Engineers L.U. 12** BY -----
- Operating Engineers L.U. 12** BY -----
- Operating Engineers L.U. 12** BY -----
- I.U.E.C. L.U. 18** BY -----
- Painters & Allied Trades Dis. 36** BY -----
- Roofers & Waterproofers L.U. 45** BY -----
- Boilermakers L.U. 92** BY -----
- Teamsters L.U. 166** BY -----
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- Cement Masons L.U. 500** BY -----
- Electrical Workers L.U. 569** BY -----
- Road Sprinklers L.U. 669** BY -----
- Laborers L.U. 1184** BY -----
- Millwrights L.U. 1607** BY -----
- Carpenters L.U. 619** BY Stephen Araiza, SWRCC

ATTACHMENT A
AGREEMENT TO BE BOUND

PROJECT LABOR AGREEMENT
WESTSIDE CANAL BATTERY STORAGE PROJECT

The undersigned hereby certifies and agrees that:

- 1.) It is an Employer as that term is defined in Section 1.4 of the Westside Canal Battery Storage 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 Article 1 and 2 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 local master collective bargaining agreements, and hereby authorizes the parties to such local 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)


ATTACHMENT B
SUBSCRIBER AGREEMENT

The undersigned hereby adopts the Trust Agreement known as the California Construction Industry Labor-Management Cooperation Trust Agreement, hereinafter referred to as "Trust" and agrees to be bound by the terms thereof. The undersigned employer Subscriber and Union hereby grant Powers of Attorney to the Board of Trustees now holding office, or to the successors, to administer the Trust as representatives of the employer and Union respectively, with full power and 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 Project Labor Agreement. The undersigned employer Subscriber acknowledges that the failure by the employer Subscriber 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 employer Subscriber represents and warrants that he is authorized to execute this Agreement on behalf of the employer Subscriber and that by his execution of this Subscriber Agreement the undersigned employer Subscriber is fully bound hereto and the provisions of the Trust Agreement.

CED Westside Canal Battery Storage, LLC

By: 
Mark Noyes
President and Chief Executive Officer

November 23, 2020

By: 
State Building & Construction
Trades Council

5/3/2021
Date