SECTION V

Participation Agreements
APPLICATION FOR APPROVAL OF BENEFIT SUSPENSION FOR
CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION PLAN

ITEM NO. 37  SECTION V  FILE 1 of 5

Employer Name
A C Pavement Striping Co
A & T Concrete Supply Inc
A T E Management of Duluth Inc
Absolute Production Services
Accurate Underground HDD LLC
ASW Pipeline LLC
Ace Redi-Mix Inc
Advanced Asphalt Company
AFP Advanced Food Products LLC
Advantage Trucking LLC
Air Express International USA Inc
Air & Sea Pak Co
Alberici Constructors Inc
Alfonsi Railroad Construction Co
Geo F Alger Company
Alger Trucking Company
The Allen Company Inc
Alro Steel Corporation
Alside Supply Center
Ambraw Asphalt Materials Inc
The American Bottling Company
American Materials LLC
AmeriGas Propane Inc
ABM Parking Services Inc
Ampro Services Inc
Anderson Brothers Storage and Moving Corporation
Aramark Refreshment Services
Aramark Uniform Services
ARC Construction Company Inc
Aristeo Construction Company
ABF Freight System Inc
Arrowhead Supply Inc
Associated Roofing
Associated Wholesale Grocers
Atlantic Plant Maintenance
Atlas Logistics Group Retail Services LLC
Atlas Industrial Holding
Employer Name
Auto Handling Corporation
B C P Ingredients Inc
B & J Moving And Storage
BMW Constructors Inc
BMW of Minnetonka
Linde Gas North America LLC
Bailey Excavating Inc
Baker's Gas & Welding Supplies Inc
J J Barney Construction Inc
Barnhart Crane & Rigging Co
Barrett Paving Materials Inc
Barry Trucking Inc
Bassett Transportation Inc
Baumhardt Sand & Gravel Inc
Bayview Electric Company LLC
L J Beal & Son Inc
Beaver Excavating Company
Bechtel Construction Company
Becker Iron & Metal Inc
Ken Behlmann Automotive Services Inc
Walbridge Equipment Installation LLC
Belger Cartage Service Inc
Belleville Supply Company
The Belson Company
Northfield Block Company
Berco Construction Inc
Berco Industrial Inc
Berkshire Refrigerated Warehousing LLC
J H Berra Construction Company
Best Asphalt Inc
Best Block Company
Best Concrete & Supply Inc
Bettcher Trucking Inc
Better Made Snack Foods
Beyers Lumber Company
Bierlein Services Inc
Black Lumber Company Inc
Blankenberger Brothers Inc
Blankenship Construction Company
G A Blocker Grading Contractor
Larry Reid's Bloomington Chrysler Jeep Dodge Ram
Bluelinx Corporation
Employer Name
The Boldt Company
Boone & Darr Inc
Boones Express
Southern Foods Group LLC
Bowen Engineering Corp
Branick Industries Inc
Brede Inc
Brenalcal Contractors Inc
Brenntag Great Lakes LLC
Bridge Company Construction LLC
Brim Concrete Inc
Nash & Sons Trucking Inc
Bob Brockland Pontiac-GMC
H Brooks and Company LLC
Bryan Rock Products Inc
Building Products Corporation
Bumler Mechanical Inc
August A Busch & Co of Massachusetts Inc
Buteyn-Peterson Construction Co Inc
C C & T Construction Inc
CVS/Caremark Corp
Cadence Inc
Calnin & Goss Inc
Carenbauer Distributing Corporation
Carlesimo Products Inc
Carmeuse Lime Inc
Carr Bros Inc
Cash Concrete Products Inc
Cassens & Sons Inc
Cassens Transport Company
Cast & Baker Corporation
Cemstone Products Company Inc
Central Illinois Tile Company
Central Paving Inc
Central Storage & Warehouse
Central Supply Company Inc
Central Warehouse Operations Inc
Century Cement Company
Champaign Asphalt Co LLC
Univar USA Inc
Chicago Baking Company
Chicago Scenic Studios Inc
Employer Name
F J A Christiansen Roofing Company
Louis P Ciminelli Construction
City of Hancock
City of Peshtigo
Civil Constructors Inc
H L Claeys & Company
Euticals Inc
Clevenger Contractors Inc
Co Freight Inc
Co-Pipe Products Inc
J W Cole & Sons
Columbian Distribution Services Inc
Columbus Transport Inc
Community Newspaper Holdings Inc
Compass Group USA Inc
ConAgra Foods Inc
Conduit Constructors LLC
Condon Trucking LLC
Consumers Concrete Corporation
Contractors Ready Mix
Convention Distribution Services Inc
Convention & Show Services
Jack Cooper Transport Company
Country Fresh LLC
Coyne Textile Services
Crandell Brothers Trucking
Crossett Inc
Crowley Liner and Logistics Services Inc
Czarnowski Display Service Inc
D & B Trucking Inc
D C Transportation Services
D & H Trucking Company Inc
D H L Express (USA) Inc
D K Contractors Inc
Dairy Farmers of America
Dans Excavating Inc
Darling International Inc
Herbert F Darling Inc
W N Daul Transfer Lines Inc
Day & Zimmermann NPS Inc
Dean Foods Company
PARTICIPATION AGREEMENT
CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUNDS
HEALTH AND WELFARE FUND
9377 WEST JIGGS ROAD
ROSEVILLE, MINNESOTA 55113-2330
PHONE: (612) 735-0800

THIS AGREEMENT is made this 37.10.6 day of the year 2013, by and between the Employer and the Union herein, each of which is an Association of Employers and Employees, respectively, and furthers the objectives of the Funds, as hereinafter defined, and in accordance with the laws of the United States of America and the States of Minnesota, Wisconsin, Iowa, Illinois, Indiana, Michigan, Ohio, Kentucky, Delaware, Pennsylvania, New York, Maryland, District of Columbia, West Virginia, Virginia, North Carolina, South Carolina, Tennessee, Kentucky, Alabama, Mississippi, Georgia, Florida, and the Commonwealth of Puerto Rico.

1. The Union and the Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and the Health and Welfare Fund, and any amendments, modifications, and supplements to the same, as hereinafter set forth, in all respects as the same shall be in effect from time to time, and the Employer hereby accepts the terms and conditions of the Trust Agreement(s) as the same are from time to time in effect.

2. The Employer shall contribute to the Pension Fund for each Covered Employee at the following rates:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>8/16/13</td>
<td>201.20</td>
</tr>
</tbody>
</table>

3. The Employer shall contribute to the Health and Welfare Fund for each Covered Employee at the following rates:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>8/16/13</td>
<td>95.70</td>
</tr>
</tbody>
</table>

4. This Agreement and the obligation to pay contributions to the Funds will continue after the termination of any collective bargaining agreement, provided that the Employer and the Union shall agree in writing to extend this Agreement. Any such extension shall be subject to the approval of the Trustees of the Funds, and the TRIO shall implement any such extension promptly and in good faith.

5. When a new collective bargaining agreement is signed by the Employer and the Union to replace the current collective bargaining agreement, the Employer shall promptly submit the new agreement to the Trustees and shall pay the amounts required thereunder to the Funds.

6. The Agreement shall be subject to the approval of the Trustees of the Funds, and no provision of the Agreement shall be effective until approved by the Trustees.

7. This Agreement shall be subject to the laws of the United States and of the State of Minnesota, and the courts thereof, and any disputes arising under this Agreement shall be resolved by arbitration in accordance with the procedures established by the Trustees of the Funds.

This Agreement may be amended from time to time by mutual written agreement of the Employer and the Union, subject to the approval of the Trustees of the Funds.

Dated this 37.10.6 day of the year 2013.

[Signature]
Employer Representative

[Signature]
Union Representative

37.10.6
8. The Employer agrees to withhold contributions on behalf of each Covered Employee for any period before Notice is given or is required by law, compensation day-to-day expenses of the Employer (including those for food, lodging, travel, etc.), sick leave, vacation pay, retirement pay, disability pay, etc. for the period of the payroll on which the amount of compensation is based, any notice required by the Fund (including all contributions required in accordance with the terms of the Agreement), and any contributions required under the terms of the Agreement by the Employer, or by the Fund, for the period covered by the payroll. The Employer shall not require any Covered Employee to work more than 40 hours in any week and shall not in any event charge any Covered Employee for any period of unemployment.

9. The Employer shall provide the Trustee with all records and other documents that are required by the Agreement and that are pertinent to the Claims of the Fund. The Employer shall also provide the Trustee with all records and other documents that are required by the Agreement and that are pertinent to the Claims of the Fund. The Employer shall also provide the Trustee with all records and other documents that are required by the Agreement and that are pertinent to the Claims of the Fund. The Employer shall also provide the Trustee with all records and other documents that are required by the Agreement and that are pertinent to the Claims of the Fund. The Employer shall also provide the Trustee with all records and other documents that are required by the Agreement and that are pertinent to the Claims of the Fund.

10. The Employer shall not be required to submit any evidence concerning the Employer's obligations to pay contributions to any labor arbitration procedure for labor and collective bargaining agreements.

11. The Employer shall not be required to submit any evidence concerning the Employer's obligations to pay contributions to any labor arbitration procedure for labor and collective bargaining agreements.

12. The Employer shall not be required to submit any evidence concerning the Employer's obligations to pay contributions to any labor arbitration procedure for labor and collective bargaining agreements.

13. The Employer shall not be required to submit any evidence concerning the Employer's obligations to pay contributions to any labor arbitration procedure for labor and collective bargaining agreements.

14. The Employer shall not be required to submit any evidence concerning the Employer's obligations to pay contributions to any labor arbitration procedure for labor and collective bargaining agreements.

15. The Employer shall not be required to submit any evidence concerning the Employer's obligations to pay contributions to any labor arbitration procedure for labor and collective bargaining agreements.

16. The Employer shall not be required to submit any evidence concerning the Employer's obligations to pay contributions to any labor arbitration procedure for labor and collective bargaining agreements.

17. The Employer shall not be required to submit any evidence concerning the Employer's obligations to pay contributions to any labor arbitration procedure for labor and collective bargaining agreements.

18. The Employer shall not be required to submit any evidence concerning the Employer's obligations to pay contributions to any labor arbitration procedure for labor and collective bargaining agreements.

19. The Employer shall not be required to submit any evidence concerning the Employer's obligations to pay contributions to any labor arbitration procedure for labor and collective bargaining agreements.

20. The Employer shall not be required to submit any evidence concerning the Employer's obligations to pay contributions to any labor arbitration procedure for labor and collective bargaining agreements.

21. The Employer shall not be required to submit any evidence concerning the Employer's obligations to pay contributions to any labor arbitration procedure for labor and collective bargaining agreements.

22. The Employer shall not be required to submit any evidence concerning the Employer's obligations to pay contributions to any labor arbitration procedure for labor and collective bargaining agreements.

23. The Employer shall not be required to submit any evidence concerning the Employer's obligations to pay contributions to any labor arbitration procedure for labor and collective bargaining agreements.

24. The Employer shall not be required to submit any evidence concerning the Employer's obligations to pay contributions to any labor arbitration procedure for labor and collective bargaining agreements.

25. The Employer shall not be required to submit any evidence concerning the Employer's obligations to pay contributions to any labor arbitration procedure for labor and collective bargaining agreements.

26. The Employer shall not be required to submit any evidence concerning the Employer's obligations to pay contributions to any labor arbitration procedure for labor and collective bargaining agreements.

27. The Employer shall not be required to submit any evidence concerning the Employer's obligations to pay contributions to any labor arbitration procedure for labor and collective bargaining agreements.

28. The Employer shall not be required to submit any evidence concerning the Employer's obligations to pay contributions to any labor arbitration procedure for labor and collective bargaining agreements.

29. The Employer shall not be required to submit any evidence concerning the Employer's obligations to pay contributions to any labor arbitration procedure for labor and collective bargaining agreements.

30. The Employer shall not be required to submit any evidence concerning the Employer's obligations to pay contributions to any labor arbitration procedure for labor and collective bargaining agreements.

31. The Employer shall not be required to submit any evidence concerning the Employer's obligations to pay contributions to any labor arbitration procedure for labor and collective bargaining agreements.

32. The Employer shall not be required to submit any evidence concerning the Employer's obligations to pay contributions to any labor arbitration procedure for labor and collective bargaining agreements.

33. The Employer shall not be required to submit any evidence concerning the Employer's obligations to pay contributions to any labor arbitration procedure for labor and collective bargaining agreements.

34. The Employer shall not be required to submit any evidence concerning the Employer's obligations to pay contributions to any labor arbitration procedure for labor and collective bargaining agreements.

35. The Employer shall not be required to submit any evidence concerning the Employer's obligations to pay contributions to any labor arbitration procedure for labor and collective bargaining agreements.

36. The Employer shall not be required to submit any evidence concerning the Employer's obligations to pay contributions to any labor arbitration procedure for labor and collective bargaining agreements.

37. The Employer shall not be required to submit any evidence concerning the Employer's obligations to pay contributions to any labor arbitration procedure for labor and collective bargaining agreements.

38. The Employer shall not be required to submit any evidence concerning the Employer's obligations to pay contributions to any labor arbitration procedure for labor and collective bargaining agreements.

39. The Employer shall not be required to submit any evidence concerning the Employer's obligations to pay contributions to any labor arbitration procedure for labor and collective bargaining agreements.

40. The Employer shall not be required to submit any evidence concerning the Employer's obligations to pay contributions to any labor arbitration procedure for labor and collective bargaining agreements.

41. The Employer shall not be required to submit any evidence concerning the Employer's obligations to pay contributions to any labor arbitration procedure for labor and collective bargaining agreements.

42. The Employer shall not be required to submit any evidence concerning the Employer's obligations to pay contributions to any labor arbitration procedure for labor and collective bargaining agreements.

43. The Employer shall not be required to submit any evidence concerning the Employer's obligations to pay contributions to any labor arbitration procedure for labor and collective bargaining agreements.

44. The Employer shall not be required to submit any evidence concerning the Employer's obligations to pay contributions to any labor arbitration procedure for labor and collective bargaining agreements.
PARTICIPATION AGREEMENT

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS
PENSION FUND/HEALTH AND WELFARE FUND
9377 WEST HIGGINS ROAD
ROSEMONT, ILLINOIS 60018-4938
PHONE: (847) 518-5800

ACCOUNT NUMBER: 0039800-0102-00215A

THIS AGREEMENT sets forth the terms under which the Employer will participate in the Central States, Southeast and Southwest Areas Pension Fund ("Pension Fund") and/or the Central States, Southeast and Southwest Areas Health and Welfare Fund ("Health and Welfare Fund") in accordance with its collective bargaining agreement with the Union covering the following job classification(s):

and any other job classification covered by the collective bargaining agreement.

1. The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health and Welfare Fund and all amendments subsequently adopted as well as all rules and regulations presently in effect or subsequently adopted by the Trustees of the Fund(s) and accept the respective Employer and Employee Trustees and their successors.

2. The Employer shall contribute to the Pension Fund for each Covered Employee at the following rates:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>3/20/2011</td>
<td>$93.90 per week</td>
</tr>
<tr>
<td>3/25/2012</td>
<td>$101.40 per week</td>
</tr>
<tr>
<td>3/24/2013</td>
<td>$107.50 per week</td>
</tr>
</tbody>
</table>

3. The Employer shall contribute to the Health and Welfare Fund for each Covered Employee at the following rates:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate</th>
<th>Plan</th>
</tr>
</thead>
<tbody>
<tr>
<td>3/20/2011</td>
<td>$260.00 per week</td>
<td>(Plan C4)</td>
</tr>
<tr>
<td>7/31/2011</td>
<td>$235.70 per week</td>
<td>(Plan E)</td>
</tr>
<tr>
<td>3/25/2012</td>
<td>NTE $253.50 per week</td>
<td>(Plan TA)</td>
</tr>
<tr>
<td>3/24/2013</td>
<td>NTE $278.20 per week</td>
<td>(Plan TA)</td>
</tr>
</tbody>
</table>

* For the periods beginning in March 2012 and March 2013, the rates are NOT TO EXCEED the amount shown.

4. Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an Interim agreement establishing contribution rates during the periods when a new collective bargaining agreement is being negotiated. In the absence of an Interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to either the execution of a new collective bargaining agreement or the termination of this Agreement, shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.

5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until a) the Trustees decide to terminate the participation of the Employer and provide written notice of their decision to the Employer specifying the date of termination of participation or b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s)' Contracts Department at the address specified above sent by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute or c) the date the NLRB certifies the result of an election that terminates the Union's representative status or d) the date the Union's representative status terminates through a valid disclaimer of interest. In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement
shall remain in effect with respect to the other Fund. In the event an NLRB election or disclaimer of interest referred to in c) or d) relates to only part of the bargaining unit, this Agreement shall remain in effect with respect to the remainder of the bargaining unit.

6. When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s)' Contracts Department by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall alone remain enforceable. The following agreements shall not be valid: a) an agreement that purports to retroactively eliminate or reduce the Employer's statutory or contractual duty to contribute to the Fund(s); b) an agreement that purports to prospectively reduce the contribution rate payable to the Pension Fund or c) an agreement that purports to prospectively eliminate the duty to contribute to the Pension Fund during the stated term of a collective bargaining agreement that has been accepted by the Pension Fund.

7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e. short term employees who work for uncertain or irregular duration) except a casual employee shall not be a Covered Employee with respect to the Health and Welfare Fund if the collective bargaining agreement explicitly excludes casual employees from participation in the Health and Welfare Fund. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).

8. The Employer agrees to remit contributions on behalf of each Covered Employee for any period he/she receives, or is entitled to receive, compensation (regardless of whether the employment relationship is terminated), including show up time pay, overtime pay, holiday pay, disability or illness pay, layoff/severance pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance/arbitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-employed service member or former service member for his or her absence during a period of uniformed service as defined at 32 C.F.R. §104.3.

9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a delinquency, a) the Employer shall be obligated to pay interest on the monies due to the Fund(s) from the date when payment was due to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), including, but not limited to, attorneys' fees and costs and b) at the option of the Trustees or their delegated representative, the payment of contributions that accrue after the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered workforce on time, the Employer must pay the contributions billed by the Health and Welfare Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.

10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If litigation is required to either obtain access to the Employer's records or to collect additional billings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).

11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement.

12. The Employer acknowledges that it is aware of the Fund(s)' adverse selection rule (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.

13. This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Illinois ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's liability.

14. This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.
IN WITNESS WHEREOF, said Employer and Union have caused this Instrument to be executed by their duly authorized representatives, the day and year first above written.

Redacted by U.S. Department of the Treasury

Printed Name and Title
July 15, 2011

Date
7/15/11

Complete Address of Employer:
81 E SPRING
Ft. Branch, IN 47148

Telephone Number
(812) 753-4052

Fax Number
(812) 753-3410

Federal Employer Identification Number

If the Employer is signatory to a National or Group Contract, indicate the name of such Contract:
NA

Is the Employer an itinerant construction company working on a project or on a seasonal basis? Yes _____ No _____
PARTICIPATION AGREEMENT
CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND
9377 WEST HIGGINS ROAD
ROSEMONT, ILLINOIS 60018-4038
PHONE: (312) 518-9800

THIS AGREEMENT sets forth the terms under which the Employer will participate in the Central States, Southeast and Southwest Areas Pension Fund ("Pension Fund") and/or the Central States, Southeast and Southwest Areas Health and Welfare Fund ("Health and Welfare Fund") in accordance with its collective bargaining agreement with the Union. Covering the job classification(s) or, A.T.E. Management of Duluth and any other job classification covered by the collective bargaining agreement (Duluth Transit Authority).

1. The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health and Welfare Fund, all rules and regulations presently in effect or subsequently adopted by the Trustees of the Fund(s) and accept the respective Employer and Employee Trustees and their successors.

2. The Employer shall contribute to the Pension Fund per week/day/hour (choose one) the "Contribution Period" for each Covered Employee at the following rates:

   Effective Date: June 16, 2002
   Rate: $124.00

   Effective Date: June 16, 2003
   Rate: $136.00

   Effective Date: June 16, 2005
   Rate: $158.00

   Effective Date: June 16, 2006
   Rate: $166.00

3. The Employer shall contribute to the Health and Welfare Fund per week (the "Contribution Period") for each Covered Employee at the following rates:

   Effective Date: N/A
   Rate:

   Effective Date: 
   Rate:

   Effective Date: 
   Rate:

   Effective Date: 
   Rate:

   Effective Date: 
   Rate:

4. Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into the Agreement. The parties may execute an interline agreement establishing contribution rates during the periods when a new collective bargaining agreement is being negotiated. In the absence of an interline agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to the execution of a new collective bargaining agreement or the termination of this Agreement, shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.

5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the expiration of the agreement and during a strike except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until either a) the Trustees decide to terminate the Agreement and provide written notice of their decision to the Employer or the Employer is no longer obligated by a contract of agreement to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s)'s Contract Department at the address provided above sent by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute. In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund.

6. When a new collective bargaining agreement is signed by the Employer and the Union agrees to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s)'s Contract Department by certified mail (return receipt requested) at the address specified above. Any agreement or modification which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall remain enforceable.

7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e., short term) employees who work for uncertain or irregular duration unless the collective bargaining agreement explicitly excludes contributions on casual employees. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for a principal purpose of obtaining benefits from the Fund(s).
8. The Employer agrees to remit contributions on behalf of each Covered Employee who receives, or is entitled to receive, compensation for any part of the Contribution Period (regardless of whether the employment relationship is terminated), including show up, line pay, overtime pay, holiday pay, disability or illness pay, layoff/recreational pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance/arbitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. It is required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a reemployed service member or former service member but for his or her absence during a period of uniformed service as defined at 10 C.F.R. §104.3.

9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to, new hires, layoffs, or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a delinquency, a) the Employer shall be obligated to pay interest on the monies due to the Fund(s) from the date when payment was due, to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), including, but not limited to, attorneys' fees and costs and b) at the option of the Trustees or their delegated representative, the payment of contributions that become due after the Employer has become delinquent shall be accelerated so that the contributions owed for such calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered workforce on time, the Employer must pay the contributions billed by the Health and Welfare Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.

10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If litigation is required to either obtain access to the Employer's records or to collect additional billing that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).

11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement.

12. The Employer acknowledges that it is aware of the Fund(s)' adverse selection rules (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rules.

13. This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Illinois ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's liability.

14. This Agreement may not be orally modified or terminated. To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.

IN WITNESS WHEREOF, said Employer and Union have caused this instrument to be executed by their duly authorized representatives, the day and year first above written.

ATK Management of Duluth, Inc.
(Duluth Transit Authority)

Redacted by U.S. Department of the Treasury

2402 West Michigan Street, Duluth, MN

55806

(218) 727-2723

92-171/618

If the Employer is signatory to a National or Group Contract, indicate the name of such Contract:

Is the Employer an itinerant construction company working on a project or on a seasonal basis? Yes No

37.10.12

rev. 09/98
PARTICIPATION AGREEMENT

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND/HEALTH AND WELFARE FUND

9377 WEST HIGGINS ROAD
ROSEMONT, ILLINOIS 60018-4936
PHONE: (847) 518-8900

THIS AGREEMENT sets forth the terms under which the Employer will participate in the Central States, Southeast and Southwest Areas Pension Fund ("Pension Fund") and/or the Central States, Southeast and Southwest Areas Health and Welfare Fund ("Health and Welfare Fund") in accordance with its collective bargaining agreement with the Union covering the job classification(s) of and any other job classification covered by the collective bargaining agreement.

1. The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health and Welfare Fund, all rules and regulations presently in effect or subsequently adopted by the Trustees of the Fund(s) and accept the respective Employer and Employee Trustees and their successors.

2. The Employer shall contribute to the Pension Fund per week/day/hour (choose one) (the "Contribution Period") for each Covered Employee at the following rates:

- Effective Date: Jan 1, 2004
- Rate: $3.90 per hour

- Effective Date: Jan 1, 2005
- Rate: $3.15 per hour

- Effective Date: Jan 1, 2006
- Rate: $2.75 per hour

- Effective Date: Jan 1, 2007
- Rate: $2.35 per hour

- Effective Date: Jan 1, 2008
- Rate: $2.00 per hour

3. The Employer shall contribute to the Health and Welfare Fund per week/hour (choose one) (the "Contribution Period") for each Covered Employee at the following rates:

- Effective Date: 
- Rate: 

- Effective Date: 
- Rate: 

- Effective Date: 
- Rate: 

- Effective Date: 
- Rate: 

4. Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the periods when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to either the execution of a new collective bargaining agreement or the termination of this Agreement, shall be the rate in effect on the last day of the terminated collective bargaining agreement. Health and Welfare contribution rate changes after the last Effective Date shall be determined by the Board of Trustees in order to maintain the same level of benefits. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.

5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement during a strike except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until either a) the Trustees decide to terminate the Agreement and provide written notice of their decision to the Employer or b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s) Contracts Department at the address specified above sent by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute. In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to that other Fund.

6. When a new collective bargaining agreement is signed by the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s) Contracts Department by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall remain enforceable.

7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contribution to the Fund(s) and includes casual employees (i.e., short-term employees who work for uncertain or irregular duration). Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).
B. The Employer agrees to remit contributions on behalf of each Covered Employee who receives, or is entitled to receive, compensation for any part of the Contribution Period (regardless of whether the employment relationship is terminated), including any time pay, overtime pay, holiday pay, disability or illness pay, vacation pay or any other period of wages which are the result of any National Labor Relations Board proceeding, grievance/ arbitration proceeding or any other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-employed service member or former service member but for his or her absence during a period of uniformed service as defined at 10 C.F.R. § 104.3.

B. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of delinquency, the Employer shall be obligated to pay interest on the amounts due to the Fund(s) from the date when payment was due, to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), including, but not limited to, attorneys' fees and costs. If the option of the Trustees or their designated representative, the payment of contributions that accrue after the Employer has become delinquent shall be accelerated so that the contributions owed for each payroll week (Sunday through Saturday) shall be due on the following Friday. If the Employer fails to report changes in the covered workforce on time, the Employer must pay the contributions billed by the Health and Welfare Fund regardless of actual terminations, layoffs, or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.

10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If litigation is required to obtain access to the Employer's records or to collect additional contributions that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).

11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement.

12. The Employer acknowledges that it is aware of the Fund(s)' adverse selection rules (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rules.

13. This Agreement shall in all respects be construed according to the laws of the United States. In any action taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Illinois ten-year written notice of limitations shall apply. The Employer acknowledges that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's liability.

14. This Agreement may not be orally modified or terminated. To the extent there exists any conflict between the provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.

IN WITNESS WHEREOF, said Employer and Union have caused this instrument to be executed by their duly authorized representatives, the day and year first above written.

[Signature]

[Signature]

[Date]

[City, State, Zip]

[Phone Number]

[Fax Number]

[Employer Number]

[Contract Department]

[Received Date]
PARTICIPATION AGREEMENT
CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS
PENSION FUND/HEALTH AND WELFARE FUND
9377 WEST HOGANS ROAD
ROSEMONT, ILLINOIS 60018-4338
PHONE (630) 580-8500

This Agreement sets forth the terms under which the Employer will participate in the Central States, Southeast and Southwest Areas Pension Fund ("Pension Fund") and/or the Central States, Southeast and Southwest Areas Health and Welfare Fund ("Health and Welfare Fund") in accordance with its collective bargaining agreement with the Union covering the following: job classification(s) ________ and any other job classification covered by the collective bargaining agreement.

1. The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health and Welfare Fund, all rules and regulations presently in effect or subsequently adopted by the Trustees of the Fund(s) and accept the respective Employer and Employee Trustees and their successors.

2. The Employer shall contribute to the Pension Fund for each Covered Employee at the following rates:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>3/21/19</td>
<td>$44.70/Cal</td>
</tr>
</tbody>
</table>
For purposes of this Agreement, the term “Covered Employee” shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e. short-term employees who work for uncertain or irregular duration) except a casual employee shall not be a Covered Employee with respect to the Health and Welfare Fund if the collective bargaining agreement explicitly excludes casual employees from participation in the Health and Welfare Fund. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).

The Employer agrees to remit contributions on behalf of each Covered Employee for any period he/she receives or is entitled to receive, compensation (regardless of whether the employment relationship is terminated), including show-up time, pay, overtime pay, holiday pay, disability pay or any other pay or the payment of wages which were the result of any National Labor Relations Board proceeding, grievance arbitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due on newly hired Covered Employee for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to sickness, injury or disability even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would otherwise be paid on any Covered Employee who is a re-employed service member or former service member but for his or her absence during a period of uniformed service as defined at 32 C.F.R. §104.3.

On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to new hires, layoffs or terminations) that occurred during the prior month and must pay all contributions owed for the prior month. In the event of a conflict, a) the Employer shall be obligated to pay interest on the money due to the Fund(s) from the date when payment was due to the date when the payment was made, together with all expenses of collection incurred by the Fund(s); b) the Employer shall be liable to pay all attorneys’ fees and costs and c) at the option of the Trustees or their delegated representative, the payment of contributions that accrue shall be delinquent and the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered workforce on or before the 15th of the month, the Employer shall pay any contributors that would otherwise be paid on any Covered Employee who is a re-employed service member or former service member but for his or her absence during a period of uniformed service as defined at 32 C.F.R. §104.3.

The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If litigation is required to either obtain access to the Employer’s records or to collect additional persons that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay all attorneys’ fees and costs incurred by the Fund(s).

The Trustees shall not be required to submit any dispute concerning the Employer’s obligation to pay contributions to any grievance arbitration procedure set forth in any collective bargaining agreement.

The Employer acknowledges that it is aware of the Fund(s)’ adverse selection rule (including Special Bulletin 90-7) and agrees that while the Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.

This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the ten (10) year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer’s liability.

This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.

IN WITNESS WHEREOF, said Employer and Union have caused this instrument to be executed by their duly authorized representatives, the day and year first above written.

Accurate Underground HDD, LLC

Contract Number:

Local Union No. 526

In Witness Whereof, said Employer and Union have caused this instrument to be executed by their duly authorized representatives, the day and year first above written.

Printed Name and Title:

Date:

RECEIVED

APR. 18 2014

CONTRACT DEPARTMENT

If the Employer is a signatory to a National or Group Contract, indicate the name of such Contract:

Arms of Construction Agreement

is the Employer an itinerant construction company working on a seasonal basis? Yes No X
PARTICIPATION AGREEMENT

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS
PENSION FUND/HEALTH AND WELFARE FUND
9377 WEST HIGGINS ROAD
ROSEMONT, ILLINOIS 60018-4538
PHONE: (847) 518-9800

ACCOUNT NUMBER: 0065160-0100-377A

This Agreement sets forth the terms under which the Employer will participate in the Central States, Southeast and Southwest Areas Pension Fund ("Pension Fund") and/or the Central States, Southeast and Southwest Areas Health and Welfare Fund ("Health and Welfare Fund") in accordance with its collective bargaining agreement with the Union covering the following job classification(s):

and any other job classification covered by the collective bargaining agreement.

1. The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health and Welfare Fund and all amendments subsequently adopted as well as all rules and regulations presently in effect or subsequently adopted by the Trustees of the Fund(s) and accept the respective Employer and Employee Trustees and their successors.

2. The Employer shall contribute to the Pension Fund for each Covered Employee at the following rates:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>06/01/2014</td>
<td>6.40 Hourly</td>
</tr>
<tr>
<td>05/31/2015</td>
<td>6.70 Hourly</td>
</tr>
<tr>
<td>05/29/2016</td>
<td>7.00 Hourly</td>
</tr>
<tr>
<td>05/28/2017</td>
<td>7.30 Hourly</td>
</tr>
</tbody>
</table>

3. The Employer shall contribute to the Health and Welfare Fund for each Covered Employee at the following rates:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

4. Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the periods when a new collective bargaining agreement is being negotiated. In the event of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to either the execution of a new collective bargaining agreement or the termination of this Agreement, shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.

5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until a) the Trustees decide to terminate the participation of the Employer and provide written notice of their decision to the Employer specifying the date of termination of participation or b) the Employer is no longer obligated by contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s)' Contracts Department at the address specified above sent by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute or c) the date the NLRF certifies the result of an election that terminates the Union's representative status or d) the date the Union's representative status terminates through a valid disclaimer of interest. In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund. In the event an NLRF election or disclaimer of interest referred to in c) or d) relates to only part of the bargaining unit, this Agreement shall remain in effect with respect to the remainder of the bargaining unit.
6. When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s)' Contracts Department by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall alone remain enforceable. The following agreements shall not be valid: a) an agreement that purports to retroactively eliminate or reduce the Employer's statutory or contractual duty to contribute to the Fund(s); b) an agreement that purports to prospectively reduce the contribution rate payable to the Pension Fund or c) an agreement that purports to prospectively eliminate the duty to contribute to the Pension Fund during the stated term of a collective bargaining agreement that has been accepted by the Pension Fund.

7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e. short term employees who work for uncertain or irregular duration) except a casual employee shall not be a Covered Employee with respect to the Health and Welfare Fund if the collective bargaining agreement explicitly excludes casual employees from participation in the Health and Welfare Fund. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).

8. The Employer agrees to remit contributions on behalf of each Covered Employee for any period he/she receives, or is entitled to receive, compensation (regardless of whether the employment relationship is terminated), including show up time, overtime pay, holiday pay, disability or illness pay, layoff/seniority pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance/arbitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would otherwise have been paid on any Covered Employee who is a reemployed service member or former service member but for his or her absence during a period of uniformed service as defined at 32 C.F.R. §104.3.

9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee's workforce (including, but not limited to new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a delinquency, a) the Employer shall be obligated to pay interest on the monies due to the Fund(s) from the date when payment was due to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), including, but not limited to, attorneys' fees and costs and b) at the option of the Trustees or their delegated representative, the payment of contributions that accrue after the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered workforce on time, the Employer must pay the contributions billed by the Health and Welfare Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.

10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If litigation is required to either obtain access to the Employer's records or to collect additional billings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).

11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement.

12. The Employer acknowledges that it is aware of the Fund(s)' adverse selection rule (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.

13. This Agreement shall be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Illinois ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's liability.

14. This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.
IN WITNESS WHEREOF, said Employer and Union have caused this Instrument to be executed by their duly authorized representatives, the day and year first above written.

ASW PIPELINE LLC

Emp. \[Redacted by U.S. Department of the Treasury\]

3-24-15

Date

4749 North Ridge Road East

Geneva, OH 44041

Complete Address of Employer

440-440-5044

Telephone Number

440-440-5044

Fax Number

440-440-5044

Federal Employer Identification Number

If the Employer is signatory to a National or Group Contract, indicate the name of such Contract:

Is the Employer an itinerant construction company working on a project or on a seasonal basis? Yes _____ No _____

Local Union No. 377

Printed Name and Title

March 27, 2015

Date

RECEIVED

APR 06 2015

CONTRACT

DEPARTMENT
PARTICIPATION AGREEMENT

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS
PENSION FUND/HEALTH AND WELFARE FUND
9377 WEST HIGGINS ROAD
ROSEMONT, ILLINOIS 60018-4938
PHONE: (847) 518-9800

ACCOUNT NUMBER: 0065955-0100-200-A

THE AGREEMENT sets forth the terms under which the Employer will participate in the Central States, Southeast and Southwest Areas Pension Fund ("Pension Fund") and/or the Central States, Southeast and Southwest Areas Health and Welfare Fund ("Health and Welfare Fund") in accordance with its collective bargaining agreement with the Union covering the following job classification(s):

and any other job classification covered by the collective bargaining agreement.

1. The Employer and Union agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health and Welfare Fund and all amendments subsequently adopted as well as all rules and regulations presently in effect or subsequently adopted by the Trustees of the Fund(s) and accept the respective Employer and Employee Trustees and their successors.

2. The Employer shall contribute to the Pension Fund for each Covered Employee at the following rates:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate:</th>
</tr>
</thead>
<tbody>
<tr>
<td>08/01/2014</td>
<td>$43.40 per day</td>
</tr>
<tr>
<td>05/31/2015</td>
<td>$45.10 per day</td>
</tr>
<tr>
<td>05/29/2016</td>
<td>$46.80 per day</td>
</tr>
</tbody>
</table>

3. The Employer shall contribute to the Health and Welfare Fund for each Covered Employee at the following rates:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Not Fund Participant Rate:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>N/A</td>
</tr>
</tbody>
</table>

4. Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an Interim agreement establishing contribution rates during the periods when a new collective bargaining agreement is being negotiated. In the absence of an Interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to either the execution of a new collective bargaining agreement or the termination of this Agreement, shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.

5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until a) the Trustees decide to terminate the participation of the Employer and provide written notice of their decision to the Employer specifying the date of termination of participation or b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s) Contracts Department at the address specified above sent by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute or c) the date the NLRB certifies the result of an election that terminates the Union's representative status or d) the date the Union's representative status terminates through a valid disclaimer of interest. In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund. In the event an NLRB election or disclaimer of interest referred to in c) or d) relates to only part of the bargaining unit, this Agreement shall remain in effect with respect to the remainder of the bargaining unit.
6. When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s)' Contracts Department by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall alone remain enforceable. The following agreements shall not be valid: (a) an agreement that purports to retroactively eliminate or reduce the Employer's statutory or contractual duty to contribute to the Fund(s); (b) an agreement that purports to retroactively reduce the contribution rate payable to the Pension Fund or (c) an agreement that purports to prospectively eliminate the duty to contribute to the Pension Fund during the stated term of a collective bargaining agreement that has been accepted by the Pension Fund.

7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e., short term employees who work for uncertain or irregular duration) except a casual employee shall not be a Covered Employee with respect to the Health and Welfare Fund if the collective bargaining agreement explicitly excludes casual employees from participation in the Health and Welfare Fund. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).

8. The Employer agrees to remit contributions on behalf of each Covered Employee for any period he/she receives, or is entitled to receive, compensation (regardless of whether the employment relationship is terminated), including show up time, overtime pay, holiday pay, disability or illness pay, layoff/severance pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance/arbitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury even if the covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-employed service member or former service member but for his or her absence during a period of uniformed service as defined at 32 C.F.R. §104.3.

9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a delinquency, (a) the Employer shall be obligated to pay interest on the monies due to the Fund(s) from the date when payment was due to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), including, but not limited to, attorneys' fees and costs, and (b) at the option of the Trustees or a delegated representative, the payment of contributions that accrue after the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered workforce on time, the Employer must pay the contributions billed by the Health and Welfare Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.

10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If litigation is required to either obtain access to the Employer's records or to collect additional billings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).

11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement.

12. The Employer acknowledges that it is aware of the Fund(s)' adverse selection rule (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.

13. This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Illinois ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's liability.

14. This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.
IN WITNESS WHEREOF, said Employer and Union have caused this instrument to be executed by their duly authorized representatives, the day and year first above written.

Acc. Date: 10.22

Local Union No. 200

Redacted by U.S. Department of the Treasury

Printed Name and Title

July 23, 2014

Date

1559 S. WESLY AVE.

WAUKESHA, WI. 53186

Complete Address of Employer

262-544-5100 262-544-1832

Telephone Number Fax Number

39-1926424

Federal Employer Identification Number

If the Employer is signatory to a National or Group Contract, indicate the name of such Contract:

____________________________

Is the Employer an itinerant construction company working on a project or on a seasonal basis? Yes ______ No □

RECEIVED

SEP 24 2014

CONTRACT DEPARTMENT

37.10.22
PARTICIPATION AGREEMENT

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND/HEALTH AND WELFARE FUND
9377 WEST HIGGINS ROAD
ROSEMONT, ILLINOIS 60018-4938
PHONE: (847) 518-5600

ACCOUNT NUMBER: 0116700-0293-00371-A

THIS AGREEMENT sets forth the terms under which the Employer will participate in the Central States, Southeast and Southwest Areas Pension Fund ("Pension Fund") and the Central States, Southeast and Southwest Areas Health and Welfare Fund ("Health and Welfare Fund") in accordance with its collective bargaining agreement with the Union covering the following job classification(s):

and any other job classification covered by the collective bargaining agreement.

1. The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health and Welfare Fund and all amendments subsequently adopted as well as all rules and regulations presently in effect or subsequently adopted by the Trustees of the Fund(s) and accept the respective Employer and Employee Trustees and their successors.

2. The Employer shall contribute to the Pension Fund for each Covered Employee at the following rates:

<table>
<thead>
<tr>
<th>Effective Date:</th>
<th>Rate:</th>
</tr>
</thead>
<tbody>
<tr>
<td>May 1, 2011</td>
<td>$184.30</td>
</tr>
<tr>
<td>May 1, 2012</td>
<td>$193.50</td>
</tr>
<tr>
<td>May 1, 2013</td>
<td>$201.20</td>
</tr>
<tr>
<td>May 1, 2014</td>
<td>$209.20</td>
</tr>
</tbody>
</table>

3. The Employer shall contribute to the Health and Welfare Fund for each Covered Employee at the following rates:

<table>
<thead>
<tr>
<th>Effective Date:</th>
<th>Rate:</th>
</tr>
</thead>
<tbody>
<tr>
<td>May 1, 2011</td>
<td>$9.05</td>
</tr>
<tr>
<td>May 1, 2012</td>
<td>$9.30</td>
</tr>
<tr>
<td>May 1, 2013</td>
<td>$9.70</td>
</tr>
<tr>
<td>May 1, 2014</td>
<td>$10.55*</td>
</tr>
</tbody>
</table>

* - Not-to-exceed

4. Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the periods when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to either the execution of a new collective bargaining agreement or the termination of this Agreement, shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.

5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until a) the Trustees determine to terminate the participation of the Employer and provide written notice of their decision to the Employer specifying the date of termination of participation or b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s)' Contracts Department at the address specified above sent by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute or c) the date the NLRB certifies the result of an election that terminates the Union's representative status or d) the date the Union's representative status terminates through a valid disclaimer of interest. In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund. In the event an NLRB election or disclaimer of interest referred to in c) or d) relates to only part of the bargaining unit, this Agreement shall remain in effect with respect to the remainder of the bargaining unit.

37.10.23
6. When a new collective bargaining agreement is signed by the Employer and the Union, the Employer shall promptly submit the entire agreement or modification to the Fund(s) or its authorized representative at the address specified above. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) shall remain enforceable. The following agreements shall not be valid: a) an agreement that purports to retroactively eliminate or reduce the Employer's statutory or contractual duty to contribute to the Fund(s); b) an agreement that purports to prospectively reduce the contribution rate payable to the Pension Fund or c) an agreement that purports to prospectively eliminate the duty to contribute to the Pension Fund during the stated term of a collective bargaining agreement that has been accepted by the Pension Fund.

7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e., those who work for uncertain or irregular duration) except a casual employee shall not be a Covered Employee with respect to the Health and Welfare Fund if the collective bargaining agreement explicitly excludes casual employees from participation in the Health and Welfare Fund. Covered Employees shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).

8. The Employer agrees to remit contributions on behalf of each Covered Employee for any period during which he receives, or is entitled to receive, compensation (regardless of whether the employment relationship is terminated), including any sums paid in lieu of, or in place of, any National Labor Relations Board proceedings, grievance/arbiter proceedings, or other legal proceedings or settlements. If the collective bargaining agreement states that contributions shall not be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would otherwise be paid on any Covered Employee who is a re-employed service member of former service member but for his or her absence during a period of unemployment as defined in 32 C.F.R. §104.3.

9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a delinquency, a) the Employer shall be required to pay interest on the monies due to the Fund(s) from the date when payment was due to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), including, but not limited to, attorneys' fees and costs and b) at the option of the Trustees or their delegated representative, the payment of contributions that accrue after the Employer has become delinquent shall be accelerated; such contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the Covered workforce on time, the Employer must pay the contributions billed by the Health and Welfare Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.

10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If litigation is required to either obtain access to the Employer's records or to collect additional billings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).

11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance/arbiter procedure set forth in any collective bargaining agreement.

12. The Employer acknowledges that it is aware of the Fund(s)' adverse selection rule (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.

13. This Agreement shall be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Illinois ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's liability.

14. This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.
IN WITNESS WHEREOF, said Employer and Union have caused this instrument to be executed by their duly authorized representatives, the day and year first above written.

ADVANCED ASPHALT CO
Employer Name

Local Union No. 371

Redacted by U.S. Department of the Treasury

Representative Signature

Printed Name and Title

Date 12/21/12

Advanced Asphalt Company

P O Box 234, Princeton IL 61356-0234
Complete Address of Employer

815-872-9911 815-872-0569
Telephone Number Fax Number

36-2478855 Federal Employer Identification Number

If the Employer is signatory to a National or Group Contract, indicate the name of such Contract:

Is the Employer an itinerant construction company working on a project or on a seasonal basis? Yes  No

JAN 4 2013

CERTIFICATE

-3-
PARTICIPATION AGREEMENT

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS
PENSION FUND/HEALTH AND WELFARE FUND
9377 WEST HIGGINS ROAD
ROSEMONT, ILLINOIS 60018-4938
PHONE: (847) 518-8800

0116700-0106-627-A

THIS AGREEMENT sets forth the terms under which the Employer will participate in the Central States, Southeast and Southwest Areas Pension Fund (Pension Fund) and/or the Central States, Southeast and Southwest Areas Health and Welfare Fund (Health and Welfare Fund) in accordance with its collective bargaining agreement with the Union covering the following job classification(s): _______ and any other job classification covered by the collective bargaining agreement.

1. The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health and Welfare Fund and all amendments subsequently adopted as well as all rules and regulations presently in effect or subsequently adopted by the Trustees of the Fund(s) and accept the respective Employer and Employee Trustees and their successors.

2. The Employer shall contribute to the Pension Fund for each Covered Employee at the following rates:

   Effective Date: 04/29/2012   Rate: $193.50 / wk
   Effective Date: 04/28/2013   Rate: $201.20 / wk
   Effective Date: 04/27/2014   Rate: $209.20 / wk
   Effective Date: 04/26/2015   Rate: $217.60 / wk
   Effective Date: 05/01/2016   Rate: $226.30 / wk
   Effective Date: 04/30/2017   Rate: $235.40 / wk

3. The Employer shall contribute to the Health and Welfare Fund for each Covered Employee at the following rates:

   Effective Date: 04/29/2012   Rate: $9.30 / hr
   Effective Date: 04/28/2013   Rate: $9.70 / hr
   Effective Date: 04/27/2014   Rate: Rate to maintain
   Effective Date: 04/26/2015   Rate: Rate to maintain
   Effective Date: 05/01/2016   Rate: Rate to maintain
   Effective Date: 04/30/2017   Rate: Rate to maintain

4. Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an amendment establishing contribution rates during the periods when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to the effective execution of a new collective bargaining agreement or the termination of this Agreement, shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.

5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until a) the Trustees decide to terminate the participation of the Employer and provide written notice of the decision to the Employer specifying the date of termination of participation or b) the Employer is no longer obligated to contrive a contract to contrite to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s) Contracts Department at the address specified above sent by certified mail with return receipt requested which describes the reason for the Employer's termination. The date the NLRB certifies the representation election that the representative organization is the Union's representative status and d) the date the NLRB certifies the representation election that the representative organization is the Union's representative.

6. When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s) Contracts Department by certified mail, return receipt requested at the address specified above. Any agreement or understanding which affects the Employer's contribution obligations which has not been submitted to the Fund(s) as required by this Paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall be considered a supplemental agreement(s) and the following agreements shall not be valid: a) an agreement that purports to retroactively eliminate or reduce the Employer's statutory or contractual duty to contribute to the Fund(s); b) an agreement that purports to prospectively reduce the contribution rate payable to the Pension Fund or c) an agreement that purports to
prospectively eliminate the duty to contribute to the Pension Fund during the stated term of a collective bargaining agreement that has been accepted by the Pension Fund.

7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e., short-term employees who work for uncertain or irregular duration) except a casual employee shall not be a Covered Employee with respect to the Health and Welfare Fund if the collective bargaining agreement explicitly excludes casual employees from participation in the Health and Welfare Fund. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).

8. The Employer agrees to remit contributions on behalf of each Covered Employee for any period he/she receives, or is entitled to receive, compensation (regardless of whether the employment relationship is terminated), including show up time pay, overtime pay, holiday pay, disability or illness pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceedings, grievance/arbitration proceedings or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-employed service member or former service member but for his or her absence during a period of uniformed service as defined at 32 C.F.R. §104.3.

9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a delinquency, a) the Employer shall be liable to pay interest on the amount due the Fund(s) from the date when payment was due to the date the payment is actually made together with all expenses of collection incurred by the Fund(s), including, but not limited to attorneys’ fees and costs and b) at the option of the Trustees or their delegated representative, the payment of contributions that accrue after the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered workforce on time, the Employer must pay the contributions billed by the Health and Welfare Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.

10. The Employer shall be in charge of the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If litigation is required to either obtain access to the Employer’s records or to collect additional billings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the employer and the Employer shall pay any attorneys’ fees and costs incurred by the Fund(s).

11. The Trustees shall not be required to submit an dispute concerning the Employer’s obligation to pay contributions to any grievance/arbitration or a procedure set forth in any collective bargaining agreement.

12. The Employer acknowledges that it is aware of the Fund(s)’s adverse selection rule (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.

13. All actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Illinois ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer’s liability.

14. This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Agreement and any provisions of the collective bargaining agreement, this Agreement shall control.

IN WITNESS WHEREOF, said Employer and Union have caused this Instrument to be executed by their duly authorized representatives, the day and year first above written.

Advanced Asphalt Co.

Local Union No. 627

Redacted by U.S. Department of the Treasury

Redacted by U.S. Department of the Treasury

P.O. Box 234 Princeton 1I 61350

Phone Number: 615 872-0569

Fax Number: 615 872-0569

Federal Employer Identification Number: 36-2428855

Date: 1/18/13

Date: 1/29/2013

RECEIVED

JAN 29 2013

CONTRACT

DEPARTMENT

Articles of Construction

Page 2

R:\WP\N:\W-Contract Dept Forms\Old Participation Agreements\Most Recent Participation Agreement\Advanced Asphalt 627.wpd

37.10.27
PARTICIPATION AGREEMENT
CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND/HEALTH AND WELFARE FUND
9377 WEST HIGGINS ROAD
ROSEMONT, ILLINOIS 60018-4938
PHONE: (847) 518-9800
ACCOUNT NUMBER: 0116700-0106-00722-A

THIS AGREEMENT sets forth the terms under which the Employer will participate in the Central States, Southeast and Southwest Areas Pension Fund ("Pension Fund") and/or the Central States, Southeast and Southwest Areas Health and Welfare Fund ("Health and Welfare Fund") in accordance with its collective bargaining agreement with the Union covering the following job classification(s):

and any other job classification covered by the collective bargaining agreement.

1. The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health and Welfare Fund and all amendments subsequently adopted as well as all rules and regulations presently in effect or subsequently adopted by the Trustees of the Fund(s) and accept the respective Employer and Employee Trustees and their successors.

2. The Employer shall contribute to the Pension Fund for each Covered Employee at the following rates:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>May 1, 2011</td>
<td>$184.30</td>
</tr>
<tr>
<td>May 1, 2012</td>
<td>$193.50</td>
</tr>
<tr>
<td>May 1, 2013</td>
<td>$201.20</td>
</tr>
<tr>
<td>May 1, 2014</td>
<td>$209.20</td>
</tr>
</tbody>
</table>

3. The Employer shall contribute to the Health and Welfare Fund for each Covered Employee at the following rates:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>May 1, 2011</td>
<td>$9.05</td>
</tr>
<tr>
<td>May 1, 2012</td>
<td>$9.30</td>
</tr>
<tr>
<td>May 1, 2013</td>
<td>$9.70</td>
</tr>
<tr>
<td>May 1, 2014</td>
<td>$10.55*</td>
</tr>
</tbody>
</table>

* - Not-to-exceed

4. Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the periods when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to either the execution of a new collective bargaining agreement or the termination of this Agreement, shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.

5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until: a) the Trustees decide to terminate the participation of the Employer and provide written notice of their decision to the Employer specifying the date of termination or b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) has received a written notice directed to the Fund(s) Contracts Department at the address specified above sent by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute or c) the date the NLRB certifies the result of an election that terminates the Union's representative status or d) the date the Union's representative status terminates through a valid disclaimer of interest. In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination refers to in a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund. In the event an NLRB election or disclaimer of interest referred to in c) or d) relates to only part of the bargaining unit, this Agreement shall remain in effect with respect to the remainder of the bargaining unit.

37.10.28
6. When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s)' Contracts Department by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which alters the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall alone remain enforceable. The following agreements shall not be valid: a) an agreement that purports to retroactively eliminate or reduce the Employer's statutory or contractual duty to contribute to the Fund(s); b) an agreement that purports to prospectively reduce the contribution rate payable to the Pension Fund or c) an agreement that purports to prospectively eliminate the duty to contribute to the Pension Fund during the stated term of a collective bargaining agreement that has been accepted by the Pension Fund.

7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e. short term employees who work for uncertain or irregular duration) except a casual employee shall not be a Covered Employee with respect to the Health and Welfare Fund if the collective bargaining agreement explicitly excludes casual employees from participation in the Health and Welfare Fund. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).

8. The Employer agrees to remit contributions on behalf of each Covered Employee for any period he/she receives or is entitled to receive compensation (regardless of whether the employment relationship is terminated), including show up time, overtime pay, holiday pay, disability or illness pay, layoff/sick pay, vacation pay or the payment of wages which is the result of any National Labor Relations Board proceeding, grievance/arbitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions also shall be made to the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-employed service member or former service member but for his or her absence during a period of uniformed service as defined at 32 C.F.R. §104.3.

9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee's status that occurred during the prior month and must pay contributions owed for the prior month. In the event of a delinquency, a) the Employer shall be obligated to pay interest on the amounts due to the Fund(s) from the date when payment was due to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), including, but not limited to, attorneys' fees and costs and b) at the option of the Trustees or their delegated representative, the payment of contributions that accrue after the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered workforce on time, the Employer must pay the contributions bled by the Health and Welfare Fund regardless of actual terminations, leaves of absence, layoff or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.

10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If litigation is required to either obtain access to the Employer's records or to correct additional billings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).

11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement.

12. The Employer acknowledges that it is aware of the Fund(s)' adverse selection rule (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.

13. This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Illinois ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's liability.

14. This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.
IN WITNESS WHEREOF, said Employer and Union have caused this instrument to be executed by their duly authorized representatives, the day and year first above written.

ADVANCED ASPHALT CO

Employer Name

Redacted by U.S. Department of the Treasury

Printed Name and Title

12/21/12

Date

Advanced Asphalt Company

P O Box 234, Princeton IL 61356-0234

Complete Address of Employer

815-872-9911 815-872-0569

Telephone Number Fax Number

36-2478855

Federal Employer Identification Number

If the Employer is signatory to a National or Group Contract, indicate the name of such Contract:

Is the Employer an itinerant construction company working on a project or on a seasonal basis? Yes ☐ ☐ No ☐

JAN 04 2013

GBRANTLY
PARTICIPATION AGREEMENT

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND/HEALTH AND WELFARE FUND

9377 WEST HIGGINS ROAD
ROSEMONT, ILLINOIS 60018-4938
PHONE: (630) 510-9500

THIS AGREEMENT sets forth the terms under which the Employer will participate in the Central States, Southeast and Southwest Areas Pension Fund ("Pension Fund") and/or the Central States, Southeast and Southwest Areas Health and Welfare Fund ("Health and Welfare Fund") in accordance with its collective bargaining agreement with the Union covering the job classification(s) of: ___________________________ and any other job classification covered by the collective bargaining agreement.

1. The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health and Welfare Fund, all rules and regulations presently in effect or subsequently adopted by the Trustees of the Fund(s) and accept the respective Employer and Employee Trustees and their successors.

2. The Employer shall contribute to the Pension Fund per week/week/day/hour (choose one) (the "Contribution Period") for each Covered Employee at the following rates:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>03/01/2001</td>
<td>$49.00</td>
</tr>
<tr>
<td>03/01/2002</td>
<td>$55.00</td>
</tr>
<tr>
<td>03/01/2003</td>
<td>$61.00</td>
</tr>
<tr>
<td>03/01/2004</td>
<td>$65.00</td>
</tr>
<tr>
<td>03/01/2005</td>
<td>$69.00</td>
</tr>
</tbody>
</table>

3. The Employer shall contribute to the Health and Welfare Fund per week (choose one) (the "Contribution Period") for each Covered Employee at the following rates:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

4. Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the periods when a new collective bargaining agreement is pending. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to either the execution of a new collective bargaining agreement or the termination of this Agreement shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.

5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement and during a strike except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until either a) the Trustees decide to terminate the Agreement and provide written notice of their decision to the Employer or b) the Employer is no longer obligated to pay contributions under the terms of the Agreement. In the event of such termination, the Employer shall remain liable to the Trustee(s) for all contributions due and not paid before the date of termination.

6. When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s) and the Fund(s) shall have received a written notice directed to the Fund(s) at all specified addresses. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and the Agreement and the written agreement(s) that has been submitted to the Fund(s) shall remain enforceable.

7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e., short-term employees who work for uncertain or irregular duration) unless the collective bargaining agreement explicitly excludes contributions on casual employees. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).
8. The Employer agrees to remit contributions on behalf of each Covered Employee who receives, or is entitled to receive, compensation for any part of the Contribution Period (regardless of whether the employment relationship is terminated), including show up time pay, overtime pay, holiday pay, disability or illness pay, layoffs/redundancy pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance/arbitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-employed service member or former service member but for his or her absence during a period of uniformed service as defined in 10 C.F.R., §104.3.

9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a delinquency, a) the Employer shall be required to pay interest on the delinquent balances due to the Fund(s) from the date when payment was due, to the date when payment was made, together with all expenses of collection incurred by the Fund(s), including, but not limited to, attorneys' fees and costs and b) at the option of the Trustees or their designated representative, the payment of contributions that accrue after the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered workforce on time, the Employer must pay the contributions billed by the Health and Welfare Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.

10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If litigation is required to obtain access to the Employer's records or to collect additional amounts that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).

11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement.

12. The Employer acknowledges that it is aware of the Fund(s)' adverse selection rules (including Special Bulletin 90-1) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rules.

13. This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Illinois ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's liability.

14. This Agreement may not be orally modified or terminated. To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.

IN WITNESS WHEREOF, the Employer and Union have caused this Instrument to be executed by their duly authorized representatives, the day and year first above written.

Advanced Food Products, LLC

Redacted by U.S. Department of the Treasury

600 First Avenue West

Clear Lake, Wisconsin 54005

Complete Address of Employer

(715) 363-2956

Telephone Number

Fax Number

23-3066558

Federal Employer Number

If the Employer is a signatory to a National or Group Contract, indicate the name of such Contract:

Is the Employer an itinerant construction company working on a project on a seasonal basis? Yes ___ No ___

rev. 09/00
PARTICIPATION AGREEMENT

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND
HEALTH AND WELFARE FUND
9377 WEST HIGGINS ROAD
ROSEMONT, ILLINOIS 60018-4938
PHONE: (847) 518-9800

ACCOUNT NUMBER: __________

THIS AGREEMENT sets forth the terms under which the Employer will participate in the Central States, Southeast and Southwest Areas Pension Fund ("Pension Fund") and/or the Central States, Southeast and Southwest Areas Health and Welfare Fund ("Health and Welfare Fund") in accordance with its collective bargaining agreement with the Union covering the following job classification(s): Advantage Trucking LLC and any other job classification covered by the collective bargaining agreement.

1. The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health and Welfare Fund and all amendments subsequently adopted as well as all rules and regulations presently in effect or subsequently adopted by the Trustees of the Fund(s) and accept the respective Employer and Employee Trustees and their successors.

2. The Employer shall contribute to the Pension Fund for each Covered Employee at the following rates:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>01/01/2015</td>
<td>$13.00 per day</td>
</tr>
<tr>
<td>12/29/2015</td>
<td>$14.00 per day</td>
</tr>
<tr>
<td>12/29/2016</td>
<td>$15.10 per day</td>
</tr>
<tr>
<td>N/A</td>
<td>$16.30 per day</td>
</tr>
<tr>
<td>N/A</td>
<td>$17.60 per day</td>
</tr>
</tbody>
</table>

3. The Employer shall contribute to the Health and Welfare Fund for each Covered Employee at the following rates:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>N/A</td>
</tr>
</tbody>
</table>

4. Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the periods when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to either the execution of a new collective bargaining agreement or the termination of this Agreement shall be the rate in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.

5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until a) the Trustees decide to terminate the participation of the Employer and provide written notice of their decision to the Employer specifying the date of termination of participation, b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s) Contracts Department at the address specified above sent by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute, c) the date the NLRB certifies the result of an election that terminates the Union's representative status or d) the date the Union's representative status terminates through a valid disclaimer of interest. In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund. In the event an NLRB election or disclaimer of interest referred to in c) or d) relates to only part of the bargaining unit, this Agreement shall remain in effect with respect to the remainder of the bargaining unit.

-1-
6. When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s)' Contracts Department by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall alone remain enforceable. The following agreements shall not be valid: a) an agreement that purports to retroactively eliminate or reduce the Employer's statutory or contractual duty to contribute to the Fund(s); b) an agreement that purports to prospectively reduce the contribution rate payable to the Pension Fund or c) an agreement that purports to prospectively eliminate the duty to contribute to the Pension Fund during the stated term of a collective bargaining agreement that has been accepted by the Pension Fund.

7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e., short term employees who work for uncertain or irregular duration) except a casual employee shall not be a Covered Employee with respect to the Health and Welfare Fund if the collective bargaining agreement explicitly excludes casual employees from participation in the Health and Welfare Fund. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).

8. The Employer agrees to remit contributions on behalf of each Covered Employee for any period he/she receives, or is entitled to receive, compensation (regardless of whether the employment relationship is terminated), including show up time, overtime pay, holiday pay, disability or illness pay, layoff/severance pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance/arbitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-employed service member or former service member but for the his or her absence during a period of uniformed service as defined at 32 C.F.R. § 104.3.

9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a delinquency, a) the Employer shall be obligated to pay interest on the monies due the Fund(s) from the date when payment was due to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), including, but not limited to, attorneys' fees and costs and b) at the option of the Trustees or their delegated representative, the payment of contributions that accrue after the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered workforce on time, the Employer must pay the contributions billed by the Health and Welfare Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.

10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If litigation is required to obtain access to the Employer's records or to collect additional billings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).

11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement.

12. The Employer acknowledges that it is aware of the Fund(s) adverse selection rule (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.

13. This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Illinois law year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's liability.

14. This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.
IN WITNESS WHEREOF, said Employer and Union have caused this instrument to be executed by their duly authorized representatives, the day and year first above written.

Advantage Trucking LLC

Redacted by U.S. Department of the Treasury

Printed Name and Title

12/30/14

Date

3670 Carpenter Road

Ypsilanti, Michigan 48197

Complete Address of Employer

734-971-4678 734-971-4415

Telephone Number Fax Number

20-1822125

Federal Employer Identification Number

If the Employer is signatory to a National or Group Contract, indicate the name of such Contract:

Is the Employer an itinerant construction company working on a project or on a seasonal basis? Yes ____ No _____.

Local Union No. 1038

Redacted by U.S. Department of the Treasury

Printed Name and Title

12-30-14

Date
PARTICIPATION AGREEMENT

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND
HEALTH AND WELFARE FUND
3777 WEST HOGANS ROAD
ROSEMONT, ILLINOIS 60018-4938
PHONE: (847) 518-9800

THIS AGREEMENT sets forth the terms under which the Employer will participate in the Central States, Southeast and Southwest Areas Pension Fund ("Pension Fund") and/or the Central States, Southeast and Southwest Areas Health and Welfare Fund ("Health and Welfare Fund") in accordance with its collective bargaining agreement with the Union covering the job classification(s) of: _______ and any other job classification covered by the collective bargaining agreement.

1. The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health and Welfare Fund, all rules and regulations presently in effect or subsequently adopted by the Trustees of the Fund(s) and accept the respective Employer and Employee Trustees and their successors.

2. The Employer shall contribute to the Pension Fund per week/day/hour (choose one) (the "Contribution Period") for each Covered Employee at the following rates:

   Effective Date: ___________________________ Rate: ___________________________
   Effective Date: ___________________________ Rate: ___________________________
   Effective Date: ___________________________ Rate: ___________________________
   Effective Date: ___________________________ Rate: ___________________________
   Effective Date: ___________________________ Rate: ___________________________

3. The Employer shall contribute to the Health and Welfare Fund per week (the "Contribution Period") for each Covered Employee at the following rates:

   Effective Date: 7-1-2000 Rate: 161.70
   Effective Date: 7-1-2001 Rate: 161.70
   Effective Date: 7-1-2002 Rate: 183.70
   Effective Date: 7-1-2003 Rate: 191.70
   Effective Date: 7-1-2004 Rate: 199.70

4. Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the periods when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to either the execution of a new collective bargaining agreement or the termination of this Agreement, shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.

5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement and during a strike except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until either a) the Trustees decide to terminate the Agreement and provide written notice of their decision to the Employer or b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s) Contracts Department at the address specified above sent by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute. In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund.

6. When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s) Contracts Department by certified mail return receipt requested at the address specified above. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall alone remain enforceable.

7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e., short-term employees who work for uncertain of irregular duration) unless the collective bargaining agreement explicitly excludes contributions on casual employees. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).
The Employer agrees to remit contributions on behalf of each Covered Employee who receives, or is entitled to receive, compensation for any part of the Contribution Period (regardless of whether the employment relationship is terminated), including show up time pay, overtime pay, holiday pay, disability or illness pay, layoff/severance pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance/arbitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would otherwise have been paid on any Covered Employee who is a re-employed service member or former service member but for his or her absence during a period of uniformed service as defined at 10 C.F.R. §104.3.

9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to, new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a delinquency, the Employer shall be obligated to pay interest on the monies due to the Fund(s) from the date when payment was due, to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), including, but not limited to, attorneys’ fees and costs and b) at the option of the Trustees or their delegated representative, the payment of contributions that accrue after the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered workforce on time, the Employer must pay the contributions billed by the Health and Welfare Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.

10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If arbitration is required to obtain access to the Employer’s records or to collect additional billing that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys’ fees and costs incurred by the Fund(s).

11. The Trustees shall not be required to submit any dispute concerning the Employer’s obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement.

12. The Employer acknowledges that it is aware of the Fund(s)’ adverse selection rules (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rules.

13. This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Illinois ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer’s liability.

14. This Agreement may not be orally modified or terminated. To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.

IN WITNESS WHEREOF, said Employer and Union have caused this instrument to be executed by their duly authorized representatives, the day and year first above written.

__________________________
Redacted by U.S. Department of the Treasury

Complete Address of Employer

( ) Telephone Number

__________________________
Federal Employer Number

If the Employer is signatory to a National or Group Contract, Indicate the name of such Contract:

__________________________

is the Employer an itinerant construction company working on a project or on a seasonal basis: Yes ___ No ___

rev. 09/68

37.10.37
PARTICIPATION AGREEMENT

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND
HEALTH AND WELFARE FUND
9377 WEST HIGGINS ROAD
ROSEMONT, ILLINOIS 60018-4938
PHONE: (847) 518-5900

THIS AGREEMENT sets forth the terms under which the Employer will participate in the Central States, Southeast and Southwest Areas Pension Fund ("Pension Fund") and/or the Central States, Southeast and Southwest Areas Health and Welfare Fund ("Health and Welfare Fund") in accordance with its collective bargaining agreement with the Union covering the following job classification(s): ___________ listed in Article III of the CBA and any other job classification covered by the collective bargaining agreement.

1. The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health and Welfare Fund, all rules and regulations presently in effect or subsequently adopted by the Trustees of the Fund(s) and accept the respective Employer and Employer Trustees and their successors.

2. The Employer shall contribute to the Pension Fund for each Covered Employee at the following rates:

   Effective Date: May 1, 2008
   Rate: $133.30

   Effective Date: May 1, 2009
   Rate: $144.00

   Effective Date: May 1, 2010
   Rate: $156.20

   Effective Date: May 1, 2011
   Rate: $168.70

   Effective Date: [ ]
   Rate: [ ]

3. The Employer shall contribute to the Health and Welfare Fund for each Covered Employee at the following rates:

   Effective Date: N/A
   Rate: [ ]

   Effective Date: [ ]
   Rate: [ ]

   Effective Date: [ ]
   Rate: [ ]

   Effective Date: [ ]
   Rate: [ ]

4. Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the periods when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to the execution of a new collective bargaining agreement or the termination of this Agreement, shall be the rate in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.

5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligations to pay contributions shall not terminate until a) the Trustee shall have been notified of the termination of the Agreement and provide written notice of such termination to the Employer specifying the date of termination of the trust or in b) the Employer is no longer obligated by a contract to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s) Contracts Department at the address specified above sent by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute to the Fund(s) or c) the date the NLRB certifies the result of an election that terminates the Union's representative status or d) the date the Union's representative status terminates through a valid disclaimer of interest. In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in a) or b) relates only to one Fund, then this Agreement shall remain in effect with respect to the other Fund. In the event an NLRB election or disclaimer of interest referred to in c) or d) relate to only part of the bargaining unit, this Agreement shall remain in effect with respect to the remainder of the bargaining unit.

6. When a new collective bargaining agreement is signed by the Employer and the Union and the Employer agrees to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s) Contracts Department by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees until this Agreement and the written agreement(s) thereto has been submitted to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s) Contracts Department at the address specified above sent by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute to the Fund(s) or the date the NLRB certifies the result of an election that terminates the Union's representative status or the date the Union's representative status terminates through a valid disclaimer of interest. In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in a) or b) relates only to one Fund, then this Agreement shall remain in effect with respect to the other Fund. In the event an NLRB election or disclaimer of interest referred to in c) or d) relates to only part of the bargaining unit, this Agreement shall remain in effect with respect to the remainder of the bargaining unit.

7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e., short-term employees who work for uncertain or irregular duration) except a casual employee shall not be a Covered Employee with respect to the Health and Welfare Fund if the collective bargaining agreement specifically excludes casual employees from participation in the Health and Welfare Fund. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).

37183.38
8. The Employer agrees to remit contributions on behalf of each Covered Employee for any period he/she receives, or is entitled to receive, compensation (regardless of whether the employment relationship is terminated), including sick pay, overtime pay, holiday pay, disability or illness pay, layoff/layoff elimination pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance arbitration proceeding or other legal proceeding or settlement, if the collective bargaining agreement states that contributions shall be due on a new hired Covered Employee for a specified waiting period, as contributions shall be made to the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-employed service member or former service member but for his or her absence during a period of uniformed service as defined at 37 C.F.R. §104.3.

9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a deficiency, the Employer shall be obligated to pay interest on the monies due to the Fund(s) from the date when payment was due to the date when payment is made, together with all expenses of collection incurred by the Fund(s) for the payments collected. The interest shall be at the highest rate allowed by law. In the event of a deficiency, the interest shall be calculated as if the contributions owed for the prior month were not paid on time.

10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If the Employer fails to provide access to the payroll records, it may be required to collect additional contributions that result from the review of the records. All costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).

11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance/arbitration proceeding set forth in any collective bargaining agreement.

12. The Employer acknowledges that it is aware of the Fund(s)' adverse selection rule (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.

13. This Agreement shall be construed in accordance with the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect, delinquent contributions or to conduct audits, the Illinois ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to run with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's liability.

14. This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provision of the collective bargaining agreement, this Participation Agreement shall control.

IN WITNESS WHEREOF, said Employer and Union have caused this instrument to be executed by their duly authorized representatives, the day and year first above written.

Redacted by U.S. Department of the Treasury

Redacted by U.S. Department of the Treasury

Printed Name and Title

10/28/08

Date

6170 Middlebush
Romulus, Michigan 48174

Complete Address of Employer

(734) 728-4000 Fax Number

Telephone Number

38-1908546

Federal Employer Identification Number

If the Employer is a signatory to a National or Group Contract, indicate the name of such Contract: None

Is the Employer an itinerant construction company working on a project or on a seasonal basis: Yes No X

37.10.39
PARTICIPATION AGREEMENT

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND

37.10.40
9377 WEST HIGGINS ROAD
ROSEMONT, ILLINOIS 60018-4938
PHONE: (847) 518-9800

THIS AGREEMENT sets forth the terms under which the Employer will participate in the Central States, Southeast and Southwest Areas Pension Fund ("Pension Fund") and/or the Central States, Southeast and Southwest Areas Health and Welfare Fund ("Health and Welfare Fund") in accordance with its collective bargaining agreement with the Union covering the job classification(s) of:

1. The Employer and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health and Welfare Fund, all rules and regulations presently in effect or subsequently adopted by the Trustees of the Fund(s) and accept the respective Employer and Employee Trustees and their successors.

2. The Employer shall contribute to the Pension Fund per Day week/day/week (choose one) (the "Contribution Period") for each Covered Employee at the following rates:

   Effective Date: 5-22-96  Rate: 17.80
   Effective Date:             Rate:
   Effective Date:             Rate:
   Effective Date:             Rate:
   Effective Date:             Rate:

3. The Employer shall contribute to the Health and Welfare Fund per week (the "Contribution Period") for each Covered Employee at the following rates:

   Effective Date:             Rate:
   Effective Date:             Rate:
   Effective Date:             Rate:
   Effective Date:             Rate:
   Effective Date:             Rate:

4. Contribution rate changes after the last Effective Date set forth in paragraph 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an inter-fund agreement establishing contribution rates during the periods when a new collective bargaining agreement is being negotiated. In the absence of an inter-fund agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to either the execution of a new collective bargaining agreement or the termination of this Agreement, shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rates for the applicable benefit plan or class.

5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement and during a strike except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall terminate until such time as the Trustees, in their discretion, determine that the Agreement and provide written notice of their decision to the Employer or b) the Employer is no longer obligated to pay contributions by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s) Contracts Department at the address specified above sent by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute. In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund.

6. When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s) Contracts Department by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall alone remain enforceable.

7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e., short term employees who work for uncertain or irregular duration) unless the collective bargaining agreement expressly excludes contributions on casual employees. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).

37.10.40
8. The Employer agrees to remit contributions on behalf of each Covered Employee who receives, or is entitled to receive, compensation for any part of the Contribution Period (regardless of whether the employment relationship is terminated), including straight time pay, overtime pay, holiday pay, disability or illness pay, layoff/retraining pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance/arbitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The re-employed service member or former service member but for his or her absence during a period of uniformed service as defined at 10 C.F.R. §104.3.

9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to, new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a delinquency, a) the Employer shall be obligated to pay interest on the money owed to the Fund(s) from the date when payment was due, to the date when the payment is made, together with any expenses of collection incurred by the Fund(s), including, but not limited to, attorneys' fees and costs and b) at the option of the Trustees or their delegated representative, the payment of contributions that accrue after the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered workforce on time, the Employer must pay the contributions billed by the Health and Welfare Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.

10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If litigation is required to either obtain access to the Employer's records or to collect additional billing that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).

11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement. To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.

12. The Employer acknowledges that it is aware of the Fund(s) adverse selection rules (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement that violates the adverse selection rules.

13. This Agreement shall be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Illinois ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's liability.

14. This Agreement may not be orally modified or terminated.

IN WITNESS WHEREOF, the Employer and Union have caused this instrument to be executed by their duly authorized representatives, the day and year first above written.

Redacted by U.S. Department of the Treasury

[Signature]

Redacted by U.S. Department of the Treasury

Complete Address of Employer

( ) Telephone Number

Federal Employer Number

If the Employer is signatory to a National or Group Contract, indicate the name of such Contract:

( ) Yes ( ) No

Is the Employer an itinerant construction company working on a project or on a seasonal basis:

rev. 07/98

37.10.41
PARTICIPATION AGREEMENT

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND/HEALTH AND WELFARE FUND
5377 WEST HIGGINS ROAD
ROSEMONT, ILLINOIS 60018-4938
PHONE: (847) 918-9800

ACCOUNT NUMBER: 156900-0000

This Agreement sets forth the terms under which the Employer will participate in the Central States, Southeast and Southwest Areas Pension Fund ("Pension Fund") and/or the Central States, Southeast and Southwest Areas Health and Welfare Fund ("Health and Welfare Fund") in accordance with its collective bargaining agreement with the Union covering the following job classification(s): and any other job classification covered by the collective bargaining agreement.

1. The Employer and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health and Welfare Fund and all amendments subsequently adopted as well as all rates and regulations presently in effect or subsequently adopted by the Trustees of the Fund(s) and accept the respective Employer and Employees Trustees and their successors.

2. The Employer shall contribute to the Pension Fund for each Covered Employee at the following rates:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate:</th>
</tr>
</thead>
<tbody>
<tr>
<td>4/1/12</td>
<td>$52.92/day/$264.50 max week</td>
</tr>
<tr>
<td>4/1/13</td>
<td>$55.00/day/$276.00 max week</td>
</tr>
<tr>
<td>4/1/14</td>
<td>$57.20/day/$288.00 max week</td>
</tr>
<tr>
<td>4/1/15</td>
<td>$59.50/day/$297.50 max week</td>
</tr>
<tr>
<td>4/1/16</td>
<td>$61.50/day/$308.50 max week</td>
</tr>
</tbody>
</table>

3. The Employer shall contribute to the Health and Welfare Fund for each Covered Employee at the following rates:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate:</th>
</tr>
</thead>
<tbody>
<tr>
<td>not applicable</td>
<td></td>
</tr>
</tbody>
</table>

4. Contribution rate changes after the last Effective Date set forth in Paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the period when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to either the execution of a new collective bargaining agreement or the termination of this Agreement, shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.

5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until: a) the Trustees decide to terminate the participation of the Employer and provide written notice of their decision to the Employer specifying the date of termination of participation; or b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) receive a written notice of such a contract or statute affecting the Fund(s) to the Fund(s) or a party or parties referred to in a) or b) relating to only one Fund, then this Agreement shall remain in effect with respect to the other Fund. In the event an NLRB election or disclaimer of interest referred to in a) or b) relates to only part of the bargaining unit, this Agreement shall remain in effect with respect to the remainder of the bargaining unit.
6. When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s) Contracts Department by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer’s contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and any written agreement(s) that has been submitted to the Fund(s) shall alone remain enforceable. The following agreements shall not be valid: a) an agreement that purports to retroactively eliminate or reduce the Employer’s statutory or contractual duty to contribute to the Fund(s); or b) an agreement that purports to prospectively eliminate the duty to contribute to the Pension Fund during the stated term of a collective bargaining agreement that has not been accepted by the Pension Fund.

7. For purposes of this Agreement, the term “Covered Employee” shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e. short-term employees who work for uncertain or irregular duration) except a casual employee shall not be a Covered Employee with respect to the Health and Welfare Fund if the collective bargaining agreement explicitly excludes casual employees from participation in the Health and Welfare Fund. Covered Employees shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).

8. The Employer agrees to remit contributions on behalf of each Covered Employee for any period he/she receives, or is entitled to receive, compensation (regardless of whether the employment relationship is terminated), including show up time pay, overtime pay, holiday pay, disability or illness pay, layoff/severance pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance/arbitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-employed service member or former service member but for his or her absence during a period of uniformed service as defined at 32 C.F.R. §104.3.

9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a delinquency, a) the Employer shall be obligated to pay interest on the monies due to the Fund(s) from the date of payment was due to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), including, but not limited to, attorney’s fees and costs and b) at the option of the Trustees or their delegated representative, the payment of contributions that accrues after the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered workforce on time, the Employer must pay the contributions billed by the Health and Welfare Fund regardless of actual terminations, leaves of absence, layoffs or changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.

10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If litigation is required to obtain access to the Employer’s records or to collect additional billings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorney’s fees and costs incurred by the Fund(s).

11. The Trustees shall not be required to submit any dispute concerning the Employer’s obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement.

12. The Employer acknowledges that it is aware of the Fund(s) adverse selection rule (including Special Bulletin 90-T) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.

13. This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Illinois ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer’s liability.

14. This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.
IN WITNESS WHEREOF, said Employer and Union have caused this instrument to be executed by their duly authorized representatives, the day and year first above written.

Printed Name and Title

Date

Complete Address of Employer

Telephone Number

Fax Number

Federal Employer Identification Number

If the Employer is signatory to a National or Group Contract, indicate the name of such Contract:

MITA Underground. Associated Company

Is the Employer an itinerant construction company working on a project or on a seasonal basis? Yes ______ No ______

Location

Printed Name and Title

Date

RECEIVED

MAY 02 2012

CONTRACT DEPARTMENT
ARTICLE

1. The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health and Welfare Fund, all rules and regulations presently in effect or subsequently adopted by the Trustees of the Fund(s) and accept the respective Employer and Employee Trustees and their successors.

2. The Employer shall contribute to the Pension Fund for each Covered Employee at the following rates:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>7/1/13</td>
<td>$391.16 per week</td>
</tr>
<tr>
<td>7/1/14</td>
<td>$398.70 per week</td>
</tr>
<tr>
<td>7/1/15</td>
<td>$399.69 per week</td>
</tr>
<tr>
<td>7/1/16</td>
<td>$422.00 per week</td>
</tr>
</tbody>
</table>

3. The Employer shall contribute to the Health and Welfare Fund for each Covered Employee at the following rates:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>N/A</td>
</tr>
</tbody>
</table>

4. Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the period when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to either the execution of a new collective bargaining agreement or the termination of this Agreement, shall be the rates in effect on the last day of the then-current collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or plans.

5. The Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement and during a strike only on the condition that the Employer and the Union mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until a) the Trustees decide to terminate the participation of the Employer and provide written notice of their decision to the Employer specifying the date of termination of participation; or b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s) Contracts Department at the address specified above, and by certified mail, with return receipt requested, which describes the reason why the Employer is no longer obligated to contribute to or c) the date the NLRA certifies the result of an election that terminates the Union's representative status or d) the date the Union's representative status terminates through a valid decertification of interest. In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund, and the termination mentioned in a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund. In the event an NLRA election or decertification of interest referred to in a) or b) relates to only part of the bargaining unit, this Agreement shall remain in effect with respect to the remainder of the bargaining unit.

[Stamp: RECEIVED SEP 5 2013]

[Stamp: CONTRACT DEPARTMENT]
AGREEMENT

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUNDS/HEALTH AND WELFARE FUND
6977 WEST HOBBS ROAD
ROSAIRE, ILLINOIS 60915-4298
PHONE: (847) 624-6603

8. When a new collective bargaining agreement is signed by the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit a copy of the agreement to the Fund(s) and shall either (a) file a written report of the agreement at the address specified above or (b) if the report is not filed within two weeks of the date of the agreement, send a written report of the agreement to the Trustee at the address specified above. Any agreement or understanding which affects the terms of this Agreement shall be effective only if the agreement is in writing and signed by an authorized representative of the Employer and the Union. The following agreements shall be treated as written agreements:

7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement approved by the Fund(s) and includes casual employees (i.e., short-term employees who work for uncertain or irregular duration) except a casual employee shall not be a Covered Employee if he or she is not covered by the Health and Welfare Fund. Covered Employee shall not include any person employed or engaged in any capacity of obtaining benefits from the Fund(s).

8. The Employer agrees to remit contributions on behalf of each Covered Employee for any period each receives, or is entitled to receive, compensation (whether or not the employment relationship is terminated), including such remittances in the form of deductions, shares of stock, or cash equivalents.

9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employees' positions, including termination of employment. In the event of a termination, the Employer shall file a report of such termination with the Trustee as soon as possible. The report shall include the termination date, the reason for termination, and any other information requested by the Trustee.

12. The Employer agrees to furnish all necessary information to the Fund(s) to enable the Fund(s) to determine the amount of contributions due under this Agreement. The Employer shall keep accurate records of all contributions paid and shall make such records available to the Fund(s) upon request.
12. This Agreement shall be construed according to the laws of the United States. In all events, the Employee agrees to submit all disputes arising under or relating to this Agreement, by written notice of the existence of the Employee's liability.

14. The Agreement may not be modified or amended without the written consent of the Fund. To the extent there exists any conflict between any provisions of the Participation Agreement and any provisions of the collective bargaining agreements, the Participation Agreement shall control.

IN WITNESS WHEREOF, the Employers and Unions have caused the instrument to be executed by their duly authorized representatives, the day and year first above written.

Redacted by U.S. Department of the Treasury

Redacted by U.S. Department of the Treasury

Date: 9/5/13

[Information redacted]

FEDERAL IDENTIFICATION NUMBER

[Information redacted]

If the Employer is a corporation, indicate the name of such Corporation:

[Information redacted]

Is the Employer an employee-employee company working on a project or at a seasonal basis: Yes No X

RECEIVED

SEP 06 2013

[Signature]

[Signature]

[Name]

[Position]

[Division/Department]
# PARTICIPATION AGREEMENT

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND/HEALTH AND WELFARE FUND  
9377 WEST HIGGINS ROAD  
ROSEMONT, ILLINOIS 60018-4938  
PHONE: (847) 518-9800

ACCOUNT NUMBER: 0158500-0104-00614-A

This Agreement sets forth the terms under which the Employer will participate in the Central States, Southeast and Southwest Areas Pension Fund ("Pension Fund") and/or the Central States, Southeast and Southwest Areas Health and Welfare Fund ("Health and Welfare Fund") in accordance with its collective bargaining agreement with the Union covering the following job classification(s):

and any other job classification covered by the collective bargaining agreement.

1. The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health and Welfare Fund and all amendments subsequently adopted as well as all rules and regulations presently in effect or subsequently adopted by the Trustees of the Fund(s) and accept the respective Employer and Employee Trustees and their successors.

2. The Employer shall contribute to the Pension Fund for each Covered Employee at the following rates:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>08/01/2013</td>
<td>$338.00 (follow NMFA)</td>
</tr>
<tr>
<td>08/01/2014</td>
<td>$338.00 (follow NMFA)</td>
</tr>
<tr>
<td>08/01/2015</td>
<td>$338.00 (follow NMFA)</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

3. The Employer shall contribute to the Health and Welfare Fund for each Covered Employee at the following rates:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>03/31/2013</td>
<td>$309.70</td>
</tr>
<tr>
<td>03/29/2014</td>
<td>$340.70</td>
</tr>
<tr>
<td>03/29/2015</td>
<td>$374.80</td>
</tr>
<tr>
<td></td>
<td>(not to exceed)</td>
</tr>
<tr>
<td></td>
<td>(not to exceed)</td>
</tr>
</tbody>
</table>

4. Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the periods when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to either the execution of a new collective bargaining agreement or the termination of this Agreement, shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.

5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until a) the Trustees decide to terminate the participation of the Employer and provide written notice of their decision to the Employer specifying the date of termination of participation or b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s)' Contracts Department at the address specified above sent by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute or c) the date the NLRB certifies the result of an election that terminates the Union's representative status or d) the date the Union's representative status terminates through a valid disclaimer of Interest. If the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund. If the event an NLRB election or disclaimer of interest referred to in c) or d) relates to only part of the bargaining unit, this Agreement shall remain in effect with respect to the remainder of the bargaining unit.
IN WITNESS WHEREOF, said Employer and Union have caused this Instrument to be executed by their duly authorized representatives, the day and year first above written.

ALGER TRUCKING COMPANY

[Redacted by U.S. Department of the Treasury]

Date 4/8/13

AGER TRUCKING C.

28650 HILDEBRANDT

ROMULUS, MI 48174

Complete Address of Employer

Telephone Number 734-946-7556 734-946-8609

Fax Number

Federal Employer Identification Number

[Redacted]

Local Union No. 614

Representative Signature

Printed Name and Title

Date

If the Employer is signatory to a National or Group Contract, indicate the name of such Contract:

[Blank]

Is the Employer an itinerant construction company working on a project or on a seasonal basis? Yes ____ No ___

RECEIVED

MAY 20 2013

CONTRACT
DEPARTMENT
PARTICIPATION AGREEMENT

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND/HEALTH AND WELFARE FUND
9377 WEST HIGGINS ROAD
ROSEMONT, ILLINOIS 60018-4938
PHONE: (847) 518-9800

ACCOUNT NUMBER: _______________________

THIS AGREEMENT sets forth the terms under which the Employer will participate in the Central States, Southeast and Southwest Areas Pension Fund ("Pension Fund") and/or the Central States, Southeast and Southwest Areas Health and Welfare Fund ("Health and Welfare Fund") in accordance with its collective bargaining agreement with the Union covering the following job classification(s): ________________________ and any other job classification covered by the collective bargaining agreement.

1. The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health and Welfare Fund and all amendments subsequently adopted as well as all rules and regulations presently in effect or subsequently adopted by the Trustees of the Fund(s) and accept the respective Employer and Employee Trustees and their successors.

2. The Employer shall contribute to the Pension Fund for each Covered Employee at the following rates:

   Effective Date: ________________________ Rate: $8.70/hr.
   Effective Date: ________________________ Rate: ________________________
   Effective Date: ________________________ Rate: ________________________
   Effective Date: ________________________ Rate: ________________________
   Effective Date: ________________________ Rate: ________________________

3. The Employer shall contribute to the Health and Welfare Fund for each Covered Employee at the following rates:

   Effective Date: ________________________ Rate: $8.30/hr.
   Effective Date: ________________________ Rate: Not to Exceed $9.10/hr.
   Effective Date: ________________________ Rate: ________________________
   Effective Date: ________________________ Rate: ________________________
   Effective Date: ________________________ Rate: ________________________

4. Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the periods when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to either the execution of a new collective bargaining agreement or the termination of this Agreement, shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.

5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until a) the Trustees decide to terminate the participation of the Employer and provide written notice of their decision to the Employer specifying the date of termination of participation or b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s)' Contracts Department at the address specified above sent by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute or c) the date the NLRB certifies the result of an election that terminates the Union's representative status or d) the date the Union's representative status terminates through a valid disclaimer of interest. In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund. In the event an NLRB election or disclaimer of interest referred to in c) or d) relates to only part of the bargaining unit, this Agreement shall remain in effect with respect to the remainder of the bargaining unit.
6. When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s) Contracts Department by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall alone remain enforceable. The following agreements shall not be valid: a) an agreement that purports to retroactively eliminate or reduce the Employer's statutory or contractual duty to contribute to the Fund(s); b) an agreement that purports to prospectively reduce the contribution rate payable to the Pension Fund or c) an agreement that purports to prospectively eliminate the duty to contribute to the Pension Fund during the stated term of a collective bargaining agreement that has been accepted by the Pension Fund.

7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e., short term employees who work for uncertain or irregular duration) except a casual employee shall not be a Covered Employee with respect to the Health and Welfare Fund if the collective bargaining agreement explicitly excludes casual employees from participation in the Health and Welfare Fund. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).

8. The Employer agrees to remit contributions on behalf of each Covered Employee for any period he/she receives, or is entitled to receive, compensation (regardless of whether the employment relationship is terminated), including show up time, overtime, holiday, disability or illness pay, layoff/severance pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance/arbitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-employed service member or former service member but for his or her absence during a period of uniformed service as defined at 32 C.F.R. §104.3.

9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a delinquency, a) the Employer shall be obligated to pay interest on the monies due to the Fund(s) from the date when payment was due to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), including, but not limited to, attorneys' fees and costs and b) at the option of the Trustees or their delegated representative, the payment of contributions that accrue after the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered workforce on time, the Employer must pay the contributions billed by the Health and Welfare Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.

10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If litigation is required to either obtain access to the Employer's records or to collect additional billings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).

11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement.

12. The Employer acknowledges that it is aware of the Fund(s)' adverse selection rule (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.

13. This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Illinois ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's liability.

14. This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.
IN WITNESS WHEREOF, said Employer and Union have caused this instrument to be executed by their duly authorized representatives, the day and year first above written.

The Allen Company

Employer Name

Redacted by U.S. Department of the Treasury

Legal Name

Redacted by U.S. Department of the Treasury

8/28/2014

Date

2009 Atkinson Ave., Ste. 200

Lexington, KY 40509

Complete Address of Employer

859-543-2301 859-543-2309

Telephone Number Fax Number

201-01111911

Federal Employer Identification Number

If the Employer is signatory to a National or Group Contract, indicate the name of such Contract:

Building Agreement (BC-CARP Project)

Is the Employer an itinerant construction company working on a project or on a seasonal basis? Yes [ ] No [ ]

Local Union No. 89

Date 8/25/14

RECEIVED

SEP 22 2014

CONTRACT DEPARTMENT
PARTICIPATION AGREEMENT

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION/FUND/HEALTH AND WELFARE FUND
9377 WEST HIGGINS ROAD
ROSEMONT, ILLINOIS 60018-4938
PHONE: (847) 518-9800

EMPLOYER TRUSTEES
FRED D. DUNAFAY
AARON DONOHUE
GREGG A. NOYES
CABEER D. HASELRODT
PHILIP E. ZOUNDS

EMPLOYEE TRUSTEES
HORACE NAGOSKILL
TOM M. SMITH
GARY GORDON
CHRISTOPHER J. LAURIE

EXECUTIVE DIRECTOR
THOMAS C. KINN

THIS AGREEMENT sets forth the terms under which the Employer will participate in the Central States, Southeast and Southwest Areas Pension Fund ("Pension Fund") and/or the Central States, Southeast and Southwest Areas Health and Welfare Fund ("Health and Welfare Fund") in accordance with its collective bargaining agreement with the Union covering the following job classification(s): Warehouse, Truck Drivers, Burners, Maintenance, Trials, and any other job classification covered by the collective bargaining agreement.

1. The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health and Welfare Fund and all amendments subsequently adopted as well as all rules and regulations presently in effect or subsequently adopted by the Trustees of the Fund(s) and accept the respective Employer and Employee Trustees and their successors.

2. The Employer shall contribute to the Pension Fund for each Covered Employee at the following rates:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>4/13/2010</td>
<td>$91.80</td>
</tr>
<tr>
<td>4/13/2011</td>
<td>$99.10</td>
</tr>
<tr>
<td>4/13/2012</td>
<td>$107.00</td>
</tr>
<tr>
<td>4/13/2013</td>
<td>$115.60</td>
</tr>
<tr>
<td>4/13/2014</td>
<td>$123.80</td>
</tr>
</tbody>
</table>

3. The Employer shall contribute to the Health and Welfare Fund for each Covered Employee at the following rates:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>4/13/2015</td>
<td>$134.80</td>
</tr>
<tr>
<td>4/13/2016</td>
<td>$145.60</td>
</tr>
</tbody>
</table>

4. Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the periods within which a new collective bargaining agreement is being negotiated. In the absence of such an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to either the execution of a new collective bargaining agreement or the termination of this Agreement, shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.

5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until (a) the Trustees decide to terminate the participation of the Employer and provide written notice of their decision to the Employer specifying the date of termination of participation or (b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) and the Employer(s) have received a written notice stating that the Fund(s) has rescinded all obligations specified above sent by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute or (c) the date the Union certifies the result of an election that terminates the Union's representative status or (d) the date the Union's representative status terminates through a valid disclaimer of interest. In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in (a) or (b) relates to only one Fund then this Agreement shall remain in effect with respect to the other Fund. In the event an NLRB election or disclaimer of interest referred to in (a) or (b) relates to only part of the bargaining unit, this Agreement shall remain in effect with respect to the remainder of the bargaining unit.

6. When a new collective bargaining agreement is signed by the Employer and the Union or the agreement to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s) Contracts Department by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall remain enforceable. The following agreements shall not be valid: (a) an agreement that purports to retroactively eliminate or reduce the Employer's statutory or contractual duty to contribute to the Fund(s); (b) an agreement that purports to prospectively reduce the contribution rate payable to the Pension Fund; or (c) an agreement that purports to prospectively eliminate the duty to contribute to the Pension Fund during the stated term of a collective bargaining agreement that has been accepted by the Pension Fund.

7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e., short term employees who work for uncertain or irregular duration) except a casual employee shall not be a Covered Employee with respect to the Health and Welfare Fund if the collective bargaining agreement explicitly excludes casual employees from participation in the Health and Welfare Fund. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).

9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a delinquency, a) the Employer shall be obligated to pay interest on the monies due to the Fund(s) from the date when payment was due to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), including, but not limited to, attorneys' fees and costs and b) at the option of the Trustees or a designated representative, the payment of contributions that are owed after the Employer has become delinquent shall be accelerated, so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered workforce to the Fund(s) on a regular basis and fails to timely pay required contributions.

10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If litigation is required to either obtain access to the Employer's records or to collect additional amounts that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).

11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement.

12. The Employer acknowledges that it is aware of the Fund(s)'s adverse selection rule (including Special Bulletin 90-7) and agrees that while the Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.

13. This Agreement shall be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Illinois ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's liability.

14. This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of the Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.

IN WITNESS WHEREOF, the Employer and Union have caused this Instrument to be executed by their duly authorized representatives, the day and year first above written.

[Printed Name and Title]

[Printed Name and Title]

Date: 5/17/10

Date: 5/10/10

RECEIVED

MAY 25, 2010

CONT. IN DEPARTMENT

[Printed Address]

[Printed Telephone Number]

[Printed Fax Number]

[Printed Federal Employer Identification Number]

If the Employer is signatory to a National or Group Contract, Indicate the name of such Contract:

[Printed Name]

[Printed Name]

If the Employer is an itinerant construction company working on a project or on a seasonal basis: Yes No X

37.10.54
PARTICIPATION AGREEMENT

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND
HEALTH AND WELFARE FUND
9377 WEST HIGGINS ROAD
ROSEMONT, ILLINOIS 60018-4938
PHONE (847) 518-9800

This AGREEMENT sets forth the terms under which the Employer will participate in the Central States, Southeast, and Southwest Areas Pension Fund ("Pension Fund") and/or the Central States, Southeast and Southwest Areas Health and Welfare Fund ("Health and Welfare Fund") in accordance with its collective bargaining agreement with the Union covering the job classification(s) of [Building Materials].

1. The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health and Welfare Fund, as rules and regulations presently in effect or subsequently adopted by the Trustees of the Fund(s) for the respective Occupational and Employee Trustees and their successors.

2. The Employer shall contribute to the Pension Fund per week the "Contribution Period" for each Covered Employee at the following rates:

   Effective Date: March 16, 2005
   Rate: $51.00

   Effective Date: March 16, 2006
   Rate: $51.00

   Effective Date: March 16, 2007
   Rate: $51.00

3. The Employer shall contribute to the Health and Welfare Fund per week the "Contribution Period" for each Covered Employee at the following rates:

   Effective Date: __________________
   Rate: __________________

   Effective Date: __________________
   Rate: __________________

4. Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into the term of the Agreement. The parties may execute an interim agreement establishing contribution rates during the period when no new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid after term under a collective bargaining agreement and prior to the execution of a new collective bargaining agreement shall be the rates in effect on the last day of the collective bargaining period. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rates for the applicable benefit plan or class.

5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement and during a strike except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until either (a) the Trustees decide to terminate the Agreement and provide written notice of their decision to the Employer or (b) the Employer is no longer obligated by any contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directing the Fund(s) Contracts Department at the address specified above that the Fund(s) is no longer obligated to contribute. In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in (a) or (b) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund.

6. When a new collective bargaining agreement is signed by the Employer and the Union agree to the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s) Contracts Department at certified mail (return receipt requested) at the address specified above. Any agreement or modification which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by the paragraph shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall alone remain enforceable.

7. For purposes of this Agreement, the term Covered Employees shall mean any full-time or part-time employee covered by a collective bargaining agreement covering contributions to the Fund(s) and includes casual employees (i.e., short-term employees who work for uncertain or irregular duration) unless the collective bargaining agreement explicitly excludes contributions on casual employees. Covered Employees shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).
6. The Employer agrees to remit contributions on behalf of each Covered Employee who receives, or is entitled to receive, compensation for any part of the Contribution Period (regardless of whether the employment relationship is terminated), including but not limited to: (a) gross pay, overtime pay, holiday pay, disability or illness pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance arbitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due on any covered Employee for a specified waiting period, no contributions shall be due until the covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any covered Employee who is not working due to sickness or injury even if the covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any covered Employee who is a reemployed service member or former service member, but for his or her absence during a period of uniformed services defined at 10 C.F.R. §1043.

9. On or before the 15th day of each month, the Employer shall report to the Fund(s) any change in the covered Employee work force, including, but not limited to: new hires, layoffs or terminations, which occurred during the prior month and must pay all contributions owed for the prior month in the event of a delinquency, all the Employer shall be obligated to pay interest on the money due to the Fund(s) from the date when payment was due, to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), including, but not limited to, attorneys' fees and costs and, at the option of the Trustees or their designated representative, the payment of contributions that accrue after the Employer has become delinquent shall be apportioned so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered work force on time, the Employer shall pay the contributions billed by the Labor Relations Fund regardless of whether the contributions are billed by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).

10. The Employer shall provide the Trustees with access to all payroll records and other pertinent records when requested by the Fund(s). If litigation is required to obtain access to the Employer's records or to collect additional balances that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).

11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance arbitration upon the request of either party. If the parties fail to agree upon a resolution of any dispute arising out of this Agreement, the dispute shall be submitted to arbitration in accordance with the procedures set forth in any collective bargaining agreement. The Employer acknowledges that it is aware of the Fund(s)'s adverse selection rules (including Special Rule 60-7-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement that violates the adverse selection rules.

12. This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect all untimely contributions or to conduct audits, the Employer's written notice of the existence of the Employer's liability.

13. This Agreement may not be orally modified or terminated.

IN WITNESS WHEREOF, the Employer and Union have caused this instrument to be executed by their duly authorized representatives this day and year first above written.

Redacted by U.S. Department of the Treasury

Local Union 120

Printed Name and Title

400 West 44th Street

Bloomington, IN 53543

Complete Address of Employer

RECEIVED

MAY 1 2005

CONTACT DEPARTMENT

Federal Employer Number

If the Employer is a signatory to a National or Group Contract, Indicate the name of such Contract:

☐ Yes ☐ No

37.10.56
PARTICIPATION AGREEMENT

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND
HEALTH AND WELFARE FUND
9377 WEST HIGGINS ROAD
ROSALEON, ILLINOIS 60018-4958
PHONE (847) 518-9200

THIS AGREEMENT sets forth the terms under which the Employer will participate in the Central States, Southeast and Southwest Areas Pension Fund ("Pension Fund") and/or the Central States, Southeast and Southwest Areas Health and Welfare Fund ("Health and Welfare Fund") in accordance with its collective bargaining agreement with the Union covering the following job classification(s) Drivers and Warehouse and any other job classification covered by the collective bargaining agreement.

1. The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health and Welfare Fund and all amendments, modifications, and changes as well as all rules and regulations presently in effect or subsequently adopted by the Trustees of the Fund(s) and accepted by the respective Employer and Trustee(s) and their successors.

2. The Employer shall contribute to the Pension Fund for each Covered Employee at the following rates:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>11/14/2004</td>
<td>$55.00</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

3. The Employer shall contribute to the Health and Welfare Fund for each Covered Employee at the following rates:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

4. Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The pension may executive an interim agreement establishing contribution rates during the period when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rates required to be paid after termination of a collective bargaining agreement and prior to the execution of a new collective bargaining agreement or the termination of this Agreement shall be the rates in effect on the 30th day of the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rates or becomes less than the then published rate for the applicable benefit plan.

5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement, except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate with the Trustee's decision to terminate the participation in the Fund(s) and provide written notice to the Employer specifying the date of termination of participation or (b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Employer(s) have received a written notice directed to the Fund(s) Contract Department at the address specified above that the Union is no longer obligated to contribute or (c) the date the NLRA certifies the results of an election in which the Employer lost the Union's representation status or (d) the date the Union's representative status terminates through a valid disclaimer of interest. In the event an Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in (a) or (b) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund. In the event an NRLA election or dissolution of interest is the sole reason for the contribution stoppage, this Agreement shall remain in effect with respect to the remaining bargaining unit.

6. When a new collective bargaining agreement is signed by the Employer and the Union and the Agreement to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s) Contract Department by certified mail at the address specified above. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph shall not be binding on the Trustee(s) and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall remain enforceable. The following agreements shall not be void: a) an agreement that purports to retroactively eliminate or reduce the Employer's statutory or contractual duty to contribute to the Fund(s), b) an agreement that purports to prospectively reduce the contribution rate payable to the Pension Fund or c) an agreement that purports to prospectively eliminate the duty to contribute to the Pension Fund during the stated term of a collective bargaining agreement that has been accepted by the Pension Fund.

7. For purposes of this Agreement, the term "Covered Employee" means any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e., short-term employees who work for uncertain or irregular duration). A casual employee shall not be a Covered Employee with respect to the Health and Welfare Fund if the collective bargaining agreement explicitly excludes casual employees from participation in the Health and Welfare Fund. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the purpose of obtaining benefits from the Fund(s).
The Employer agrees to make contributions on behalf of each Covered Employee for any period during which the employee receives or is entitled to receive compensation (regardless of whether the employment relationship is terminated), including any unpaid time, sick leave, vacation pay, holiday pay, disability or illness pay, severance pay, or the payment of wages to which the employee is entitled under any national labor relations board proceeding, grievance arbitration proceeding, or other legal proceeding or settlement.

The contributions shall be due and payable when the Covered Employee is paid for services performed or work performed. If required by the applicable collective bargaining agreement, contributions shall be made to the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that are otherwise due on any Covered Employee who is a re-employed service member or former service member but for his or her absence during a period of unemployment as defined in 32 C.F.R. §1043.

The Employer shall provide the Trustee(s) with access to its payroll records and other pertinent records when requested by the Fund(s). The Employer shall be obligated to pay all contributions owed for the prior month in the event of a disqualification, a) the Employer shall be obligated to pay interest on the contributions owed to the Fund(s) from the date when the payment was due to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), including, but not limited to, attorneys' fees and costs; and b) at the option of the Trustee(s) or their delegated representative, the payment of contributions that accrue after the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Tuesday. If the Employer fails to report changes in the covered workforce on time, the Employer shall pay the contributions bared by the Trustee(s) or their delegated representative, the payment of contributions that accrue after the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Tuesday.

The contributions owed and the interest thereon shall be paid to the Fund(s) in full within 45 days of the due date, unless the Trustee(s) agrees to accept a payment plan in writing. The Employer and the Fund(s) shall notify each other in writing of any delinquent contributions and the interest thereon as soon as possible after they are incurred.

The Trustee(s) shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance arbitration procedure set forth in any collective bargaining agreement.

The Employer acknowledges that it is aware of the Fund(s)' adverse selection rule (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it shall not enter into any agreement or engage in any practice that violates the adverse selection rule.

This Agreement shall be construed according to the laws of the United States. In all actions taken by the Trustee(s) to enforce the terms of this Agreement, including actions to collect delinquent contributions or to collect for the Illinois ten-year statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to run until such time as the Fund(s) receive written notice of the existence of the Employer's liability.

This Agreement may be modified or terminated without the written consent of the Fund(s). To the extent that it exists any conflict between any provisions of the Participation Agreement and any provisions of the collective bargaining agreement, the Participation Agreement shall control.

IN WITNESS WHEREOF, the Employer and Union have caused this Instrument to be executed by their duly authorized representatives, the day and year first above written.

Redacted by U.S. Department of the Treasury

Redacted by U.S. Department of the Treasury

Date

5/18/07

Date

5/18/07

MAY 25 2007

RECEIVED

COMPTROLLER

DATE

PA-050 (Revised 12/6/90)
THIS AGREEMENT sets forth the terms under which the Employer will participate in the Central States, Southeast and Southwest Areas Pension Fund ("Pension Fund") and/or the Central States, Southeast and Southwest Areas Health and Welfare Fund ("Health and Welfare Fund") in accordance with its collective bargaining agreement with the Union covering the following job classification(s): **drivers**

and any other job classification covered by the collective bargaining agreement.

1. The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health and Welfare Fund and all amendments subsequently adopted as well as all rules and regulations presently in effect or subsequently adopted by the Trustees of the Fund(s) and accept the respective Employer and Employee Trustees and their successors.

2. The Employer shall contribute to the Pension Fund for each Covered Employee at the following rates:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>05/01/2014</td>
<td>$29.80 PER DAY</td>
</tr>
<tr>
<td>05/01/2015</td>
<td>$31.00 PER DAY</td>
</tr>
<tr>
<td>05/01/2016</td>
<td>$32.20 PER DAY</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

3. The Employer shall contribute to the Health and Welfare Fund for each Covered Employee at the following rates:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>04/27/2014</td>
<td>$10.10 PER HOUR</td>
</tr>
<tr>
<td>04/26/2015</td>
<td>$10.40 PER HOUR</td>
</tr>
<tr>
<td>05/01/2016</td>
<td>not to exceed $12.20 PER HOUR</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

4. Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the periods when a new collective bargaining agreement is being negotiated. In the absence of an Interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to either the execution of a new collective bargaining agreement or the termination of this Agreement, shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.

5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until: a) the Trustees decide to terminate the participation of the Employer and provide written notice of their decision to the Employer specifying the date of termination of participation or b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s)' Contracts Department at the address specified above sent by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute or c) the date the NLRB certifies the result of an election that terminates the Union's representative status or d) the date the Union's representative status terminates through a valid disclaimer of interest. In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement
small remain in effect with respect to the other Fund. In the event an NLRB election or disclaimer of interest referred to in c) or d) relates to only part of the bargaining unit, this Agreement shall remain in effect with respect to the remainder of the bargaining unit.

6. When a new collective bargaining agreement is signed by the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s)’ Contracts Department by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer’s contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall remain enforceable. The following agreements shall not be valid: a) an agreement that purports to retroactively eliminate or reduce the Employer’s statutory or contractual duty to contribute to the Fund(s); b) an agreement that purports to prospectively reduce the contribution rate payable to the Pension Fund or c) an agreement that purports to prospectively eliminate the duty to contribute to the Pension Fund during the stated term of a collective bargaining agreement that has been accepted by the Pension Fund.

7. For purposes of this Agreement, the term “Covered Employee” shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e., short term employees who work for uncertain or irregular duration) except casual employees shall not be a Covered Employee with respect to the Health and Welfare Fund if the collective bargaining agreement explicitly excludes casual employees from participation in the Health and Welfare Fund. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).

8. The Employer agrees to remit contributions on behalf of each Covered Employee for any period he/she receives, or is entitled to receive, compensation (regardless of whether the employment relationship is terminated), including show up time pay, overtime pay, holiday pay, disability or illness pay, layoff/severance pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance/arbitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due of newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions which have otherwise been paid on any Covered Employee who is a re-employed service member or former service member but for his or her absence during a period of uniformed service as defined at 32 C.F.R. §104.3.

9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a delinquency, a) the Employer shall be obligated to pay interest on the monies due to the Fund(s) from the date when payment was due to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), including, but not limited to, attorneys’ fees and costs and b) at the option of the Trustees or their delegates, the payment of contributions that accrue after the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered workforce on time, the Employer must pay the contributions billed by the Health and Welfare Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.

10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If litigation is required to either obtain access to the Employer’s records or to collect additional billings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys’ fees and costs incurred by the Fund(s).

11. The Trustees shall not be required to submit any dispute concerning the Employer’s obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement.

12. The Employer acknowledges that it is aware of the Fund(s)’ adverse selection rule (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.

13. This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Illinois ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer’s liability.

14. This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.
IN WITNESS WHEREOF, said Employer and Union have caused this Instrument to be executed by their duly authorized representatives, the day and year first above written.

Redacted by U.S. Department of the Treasury

Local Union No. 135

Redacted by U.S. Department of the Treasury

6/23/15

Date

PO Box 551

Lawrenceville, IL 62439

Complete Address of Employer

618-943-4711 618-943-4149

Telephone Number Fax Number

37-0864307

Federal Employer Identification Number

If the Employer is signatory to a National or Group Contract, indicate the name of such Contract:

Illinois Heavy/Highway

Is the Employer an itinerant construction company working on a project or on a seasonal basis? Yes XX No

RECEIVED

JUL 31 2015

CONTRACT DEPARTMENT

37.10.61
PARTICIPATION AGREEMENT
CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS
PENSION FUND/HEALTH AND WELFARE FUND
9377 WEST HIGGINS ROAD
ROSEMONT, ILLINOIS 60018-4938
* PHONE: (847) 518-9800

THIS AGREEMENT sets forth the terms under which the Employer will participate in the Central States, Southeast and Southwest Areas Pension Fund ("Pension Fund") and/or the Central States, Southeast and Southwest Areas Health and Welfare Fund ("Health and Welfare Fund") in accordance with its collective bargaining agreement with the Union covering the following job classification(s): PT & FT WAREHOUSE & STRIPPER/UTILITY and any other job classification covered by the collective bargaining agreement.

EMPLOYEES

1. The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health and Welfare Fund, all rules and regulations presently in effect or subsequently adopted by the Trustees of the Fund(s) and accept the respective Employer and Employee Trustees and their successors.

2. The Employer shall contribute to the Pension Fund for each Covered Employee at the following rates:

   Effective Date: ____________________________ Rate: ____________________________
   Effective Date: ____________________________ Rate: ____________________________
   Effective Date: ____________________________ Rate: ____________________________
   Effective Date: ____________________________ Rate: ____________________________

3. The Employer shall contribute to the Health and Welfare Fund for each Covered Employee at the following rates:

   PLAN TA - NO RETIREE     SINGLE        FAMILY
   Effective Date: 7/3/11     Rate: $ 94.30       $227.00 PER WEEK
   Effective Date: 7/1/12     Rate: $ 101.90       $246.40 PER WEEK
   Effective Date: 6/30/13     Rate: $ 112.60       $273.80 PER WEEK
   Effective Date: 6/29/14     Rate: TBD
   Effective Date: 6/28/15     Rate: TBD

4. Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the periods when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to either the execution of a new collective bargaining agreement or the termination of this Agreement, shall be the rate in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.

5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement and during a strike except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until a) the Trustees decide to terminate the participation of the Employer and provide written notice of their decision to the Employer specifying the date of termination of participation or b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Employer has received a written notice directed to the Fund(s) Contracts Department at the address specified above that will be effective in all respects with return receipt requested which describes the reason why the Employer is no longer obligated to contribute or c) the date the NLARB certifies the result of an election that terminates the Union's representative status or d) the date the Union's representative status terminates through a valid disclaimers of interest. In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund. In the event an NLARB election or disclaimer of interest referred to in c) or d) relates to only part of the bargaining unit, this Agreement shall remain in effect with respect to the remainder of the bargaining unit.

6. When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s) Contracts Department by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall alone remain enforceable. The following agreements shall not be valid: a) an agreement that purports to retroactively eliminate or reduce the Employer's statutory or contractual duty to contribute to the Fund(s); b) an agreement that purports to prospectively reduce the contribution rate payable to the Pension Fund or c) an agreement that purports to prospectively eliminate the duty to contribute to the Pension Fund during the stated term of a collective bargaining agreement that has been accepted by the Pension Fund.

37.10.62
7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e., short term employees who work for uncertain or irregular duration) except a casual employee shall not be a Covered Employee with respect to the Health and Welfare Fund. Covered Employees shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).

8. The Employer agrees to remit contributions on behalf of each Covered Employee for any period he/she receives, or is entitled to receive, compensation (regardless of whether the employment relationship is terminated), including show up time pay, overtime pay, holiday pay, disability or illness pay, layoff or severance pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceedings, grievance arbitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-employed service member or former service member but for his or her absence during a period of uniform service as defined at 32 C.F.R. §104.3.

9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a delinquency, a) the Employer shall be obligated to pay interest on the monies due to the Fund(s) from the date when payment was due to the date when the payment is made, together with all expense of collection incurred by the Fund(s), including, but not limited to, attorneys' fees and costs and b) at the option of the Trustees or their delegated representative, the payment of contributions that accrue after the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered workforce on time, the Employer must pay the contributions billed by the Health and Welfare Fund regardless of actual terminations, layoffs of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.

10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If litigation is required to either obtain access to the Employer's records or to collect additional billings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).

11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement.

12. The Employer acknowledges that it is aware of the Fund(s)' adverse selection rule (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.

13. This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Illinois ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's liability.

14. This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.

IN WITNESS WHEREOF, said Employer and Union have caused this Instrument to be executed by their duly authorized representatives, the day and year first above written.

THE AMERICAN BOTTLING CO.

Redacted by U.S. Department of the Treasury

Local Union No.

290-3

Date

7-5-11

400 N WOLF ROAD / SUITE A

NORTHLAKE, IL 60164

Complete Address of Employer

(708) 449-2600 (708) 562-4754

38-3246978

Telephone Number Fax Number

Federal Employer Identification Number

If the Employer is signatory to a National or Group Contract, indicate the name of such Contract: NO

Is the Employer an itinerant construction company working on a project or on a seasonal basis: Yes No X

37.10.63
PARTICIPATION AGREEMENT
CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS
PENSION FUND/HEALTH AND WELFARE FUND
9377 WEST HIGGINS ROAD
ROSEMONT, ILLINOIS 60018-4338
PHONE: (847) 518-9800

This Agreement sets forth the terms under which the Employer will participate in the Central States, Southeast and Southwest Areas Pension Fund ("Pension Fund") and/or the Central States, Southeast and Southwest Areas Health and Welfare Fund ("Health and Welfare Fund") in accordance with its collective bargaining agreement with the Union covering the job classifications of: Driver(s) and any other job classification covered by the collective bargaining agreement.

1. The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health and Welfare Fund, all rules and regulations presently in effect or subsequently adopted by the Trustees of the fund(s) and accept the respective Employer and Employee Trustees and their successors.

2. The Employer shall contribute to the Pension Fund $85.00 per week, day, or hour (choose one) (the "Contribution Period") for each Covered Employee at the following rates:

   Effective Date: 1/01/2004
   Rate: $85.00

3. The Employer shall contribute to the Health and Welfare Fund per week, day, or hour (choose one) (the "Contribution Period") for each Covered Employee at the following rates:

4. Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the period when a new collective bargaining agreement is being negotiated. In the event of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to either the execution of a new collective bargaining agreement or the termination of this Agreement, shall be the rate effective on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.

5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement and during a strike except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until either the Trustee(s) decide to terminate the Agreement and provide written notice of their decision to the Employer or the Employer no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund's Contracts Department at the address specified above sent by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute. In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in (a) or (b) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund.

6. When a new collective bargaining agreement is signed by the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s)' Contracts Department by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) mailed has been submitted to the Fund(s) shall remain irrevocable.

7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e., short term employees who work for uncertain or irregular duration). Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).
The Employer agrees to remit contributions on behalf of each Covered Employee who receives, or is entitled to receive, compensation for any part of the Contribution Period (regardless of whether the employment relationship is terminated), including, but not limited to, straight time, overtime, holiday, sick, personal leave, vacation, or the payment of wages, which are the result of any National Labor Relations Board proceeding, grievance arbitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury, even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-employed service member or former service member but for his or her absence during a period of unenlisted service as defined in 10 C.F.R. §104.3.

On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (not limited to new hires, layoffs, terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a delinquency, a) the Employer shall be obligated to pay interest on the monies due to the Fund(s) from the date when payment was due, to the date when the payment was made, together with all expenses of collection incurred by the Fund(s), including but not limited to, attorneys' fees and costs and b) the option of the Trustees or the designated representative, the payment of contributions that accrue after the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due the following Monday. If the Employer fails to report changes in the covered workforce on time, the Employer must pay the contributions billed by the Health and Welfare Fund regardless of actual terminations, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.

The Employer shall provide the Trustees with access to all payroll records and other pertinent records when requested by the Fund(s). If litigation is required to either obtain access to the Employer's records or to collect additional billings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).

The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance arbitration procedure set forth in any collective bargaining agreement.

The Employer acknowledges that it is aware of the Fund(s) adverse selection rules (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rules.

This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Illinois 60 day notice requirement shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's liability.

This Agreement may not be orally modified or terminated. In the event there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.

IN WITNESS WHEREOF, the Employer and Union have caused this instrument to be signed by their duly authorized representatives, the day and year first above written.

American Material LLC

Printed Name and Title
February 8, 2005

Date

P.O. BOX 96
Eau Claire, WI 54702

Complete Address of Employer

715-346-2251

Telephone Number

715-346-3324

Fax Number

56-2484268

Federal Employer Number

If the Employer is signatory to a National or Group Contract, indicate the name of such Contract:

Is the Employer an itinerant construction company working on a project or on a seasonal basis? Yes No X

Local Union No. 662

Representative Signature

Printed Name and Title

Date

37.10.65
PARTICIPATION AGREEMENT

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND/HEALTH AND WELFARE FUND
9317 WEST HIGGINS ROAD
ROSEMONT, ILLINOIS 60018-4938
PHONE: (847) 518-3000

THIS AGREEMENT sets forth the terms under which the Employer will participate in the Central States, Southeast and Southwest Areas Pension Fund ("Pension Fund") and/or the Central States, Southeast and Southwest Areas Health and Welfare Fund ("Health and Welfare Fund") in accordance with its collective bargaining agreement with the Union covering the classification(s) contained in the Collective Bargaining Agreement and those employees who were existing employees of Americas Propane (previously not covered by Central States Pension Fund) prior to the purchase of Columza Propane and all new employees performing work covered by the Collective Bargaining Agreement.

1. The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health and Welfare Fund, all rules and regulations presently in effect or subsequently adopted by the Trustees of the Fund(s) and accept the respective Employer and Employee Trustees and their successors.

2. The Employer shall contribute to the Pension Fund (the "Contribution Period") for each Covered Employee at the following rates:

   2.1 Effective Date: 04/01/2002   Rate: $40.00
   2.2 Effective Date: 04/01/2004   Rate: $44.00

3. The Employer shall contribute to the Health and Welfare Fund per week/week (choose one) (the "Contribution Period") for each Covered Employee at the following rates:

   3.1 Effective Date: N/A   Rate: N/A
   3.2 Effective Date: N/A   Rate: N/A

4. Contribution rate changes after the 3rd Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the periods when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid after expiration of a collective bargaining agreement and prior to the execution of a new collective bargaining agreement or the termination of this Agreement shall be the rates in effect on the last day of the terminated collective bargaining agreement. Health and Welfare contribution rate changes after the last effective date shall be determined by the Board of Trustees in order to maintain the same level of benefits. However, the Trustees reserve the right to recoup benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.

5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement and during a strike except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until either a) the Trustees decide to terminate the Agreement and provide written notice of their decision to the Employer or b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s) Contacts Department at the address specified above sent by certified mail in return receipt requested which describes the reason why the Employer is no longer obligated to contribute. In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund.

6. When a new collective bargaining agreement is signed by the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s) Contacts Department by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall alone remain as evidence.

7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e. short-term employees who work for uncertain or irregular duration) unless the collective bargaining agreement explicitly excludes contributions on casual employees. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).

8. The Employer agrees to remit contributions on behalf of each Covered Employee who receives, or is entitled to receive, compensation for any part of the Contribution Period (regardless of whether the employment relationship is terminated), including show up time, overtime pay, no-call pay, disability or illness pay, layoff/seniority pay, vacation pay or the payment of wages whose the
result of any National Labor Relations Board proceeding, grievance/arbitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-employed service member or former service member but for his or her absence during a period of uniformed services as defined at 10 C.F.R. §104.3.

9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to, new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a delinquency, a) the Employer shall be obligated to pay interest on the monies due to the Fund(s) from the date when payment was due, to the date when the payment’s made. Together with all expansions of collection incurred by the Fund(s), including but not limited to, attorneys’ fees and costs and b) at the option of the Trustees or their designated representative, the payment of contributions that accrue after the Employer has become delinquent shall be escalated so that the contributions owed for an unhappy week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered workforce on time, the Employer must pay the contributions billed by the Health and Welfare Fund regardless of the actual terminations, layoffs or changes in the workforce. The Trustees have the right to terminate the participation of any Employer that fails to timely pay required contributions.

10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records which were requested by the Fund(s). If litigation is required to either obtain access to the Employer’s records or to collect additional amounts that result from the review of the records, all costs incurred by the Fund(s) incurred in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys’ fees and costs incurred by the Fund(s).

11. The Trustees shall not be required to submit any dispute concerning the Employer’s obligations to pay contributions to any grievance arbitration proceeding set forth in any collective bargaining agreement.

12. The Employer acknowledges that it is aware of the Fund(s) adverse selection rules (including Special Bulletin 59-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rules.

13. This Agreement shall be enforced according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Illinois ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer’s liability.

14. This Agreement may not be orally modified or terminated. To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.

IN WITNESS WHEREOF, said Employer and Union have caused this instrument to be executed by their duly authorized representatives, the day and year first above written.

[Local Union No. 769]

[Representative Signature]

[Witness Name and Title]
PARTICIPATION AGREEMENT

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND/HEALTH AND WELFARE FUND
9377 WEST HIGGINS ROAD
ROSEMONT, ILLINOIS 60018-4938
PHONE: (847) 516-3800

ACCOUNT NUMBER: 02725561-0100-00641A

THIS AGREEMENT sets forth the terms under which the Employer will participate in the Central States, Southeast and Southwest Areas Pension Fund ("Pension Fund") and/or the Central States, Southeast and Southwest Areas Health and Welfare Fund ("Health and Welfare Fund") in accordance with its collective bargaining agreement with the Union covering the following job classification(s): full-time - part-time employees at Newark Liberty International Airport

and any other job classification covered by the collective bargaining agreement.

1. The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health and Welfare Fund and all amendments thereto, subsequently adopted as well as all rules and regulations presently in effect or subsequently adopted by the Trustees of the Fund(s) and accept the respective Employer and Employee Trustees and their successors.

2. The Employer shall contribute to the Pension Fund for each Covered Employee at the following rates:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>09/30/2010</td>
<td>$20.20/week</td>
</tr>
<tr>
<td>07/31/2011</td>
<td>$21.30/week</td>
</tr>
<tr>
<td>07/29/2012</td>
<td>$22.50/week</td>
</tr>
</tbody>
</table>

3. The Employer shall contribute to the Health and Welfare Fund for each Covered Employee at the following rates:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

4. Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the period when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to either the execution of a new collective bargaining agreement or the termination of this Agreement, shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.

5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until a) the Trustees decide to terminate the participation of the Employer and provide written notice of their decision to the Employer specifying the date of termination of participation or b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s) Contracts Department at the address specified above sent by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute or c) the date the NLRB certifies the result of an election that terminates the Union's representative status or d) the date the Union's representative status terminates through a valid disclaimer of interest. In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund. In the event an NLRB election or disclaimer of interest referred to in c) or d) relates to only part of the bargaining unit, this Agreement shall remain in effect with respect to the remainder of the bargaining unit.

-1-

37.10.68
6. When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s)' Contracts Department by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall alone remain enforceable. The following agreements shall not be valid: a) an agreement that purports to retroactively eliminate or reduce the Employer's statutory or contractual duty to contribute to the Fund(s); b) an agreement that purports to prospectively reduce the contribution rate payable to the Pension Fund or c) an agreement that purports to prospectively eliminate the duty to contribute to the Pension Fund during the stated term of a collective bargaining agreement that has been accepted by the Pension Fund.

7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e. short term employees who work for uncertain or irregular duration) except a casual employee shall not be a Covered Employee with respect to the Health and Welfare Fund if the collective bargaining agreement explicitly excludes casual employees from participation in the Health and Welfare Fund. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).

8. The Employer agrees to remit contributions on behalf of each Covered Employee for any period he/she receives, or is entitled to receive, compensation (regardless of whether the employment relationship is terminated), including show up time paid, overtime paid, holiday pay, disability or illness pay, layoff/severance pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance/arbitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-employed service member or former service member but for his or her absence during a period of uniformed service as defined at 32 C.F.R. §104.3.

9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a delinquency, a) the Employer shall be obligated to pay interest on the monies due to the Fund(s) from the date when payment was due to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), including, but not limited to, attorneys' fees and costs and b) at the option of the Trustees or their delegated representative, the payment of contributions that accrue after the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report charges in the covered workforce on time, the Employer must pay the contributions billed by the Health and Welfare Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.

10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If litigation is required to either obtain access to the Employer's records to collect additional billings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).

11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement.

12. The Employer acknowledges that it is aware of the Fund(s)' adverse selection rule (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.

13. This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Illinois ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's liability.

14. This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.
IN WITNESS WHEREOF, said Employer and Union have caused this instrument to be executed by their duly authorized representatives, the day and year first above written.

AMCO SYSTEM PARKING

Printed Name and Title

July 5, 2012

Date

1459 Hamilton Avenue

Cleveland, OH 44114

Complete Address of Employer

216-367-7901
216-621-3153

Telephone Number
Fax Number

95-2495558

Federal Employer Identification Number

If the Employer is signatory to a National or Group Contract, indicate the name of such Contract:

Is the Employer an itinerant construction company working on a project or on a seasonal basis? Yes [ ] No [x]
PARTICIPATION AGREEMENT

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND/EVENTHEALTH AND WELFARE FUND
9377 WEST HIGGINS ROAD
ROSEMONT, ILLINOIS 60018-4938
PHONE: (847) 518-9800

This AGREEMENT sets forth the terms under which the Employer will participate in the Central States, Southeast and Southwest Areas Pension Fund ("Pension Fund") and/or the Central States, Southeast and Southwest Areas Health and Welfare Fund ("Health and Welfare Fund") in accordance with its collective bargaining agreement with the Union covering the job classification(s) of Drivers.

1. The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health and Welfare Fund, all rules and regulations presently in effect or subsequently adopted by the Trustees of the Fund(s) and accept the respective Employer and Employee Trustees and their successors.

2. The Employer shall contribute to the Pension Fund per week (or payday/hour (choose one)) the "Contribution Period" for each Covered Employee at the following rates:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>March 15, 2008</td>
<td>$179.30</td>
</tr>
<tr>
<td>March 15, 2009</td>
<td>$193.00</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

3. The Employer shall contribute to the Health and Welfare Fund per week (the "Contribution Period") for each Covered Employee at the following rates:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>March 30, 2008</td>
<td>$237.70</td>
</tr>
<tr>
<td>March 29, 2009</td>
<td>$251.70</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

4. Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the periods when a new collective bargaining agreement is being negotiated. In the event of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to either the execution of a new collective bargaining agreement or the termination of this Agreement, shall be the rates in effect on the last day of the term noted collective bargaining agreement. However, the Trustees reserve the right to reduce the benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.

5. This agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement and during a strike except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until either a) the Trustees decide to terminate the Agreement and provide written notice of their decision to the Employer or b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s) Contracts Department at the address specified above sent by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute. In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund.

6. When a new collective bargaining agreement is signed or the Employer and the Union agree to the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s) Contracts Department by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer's contribution obligations which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and Agreement and the written agreements that has been submitted to the Fund(s) shall alone remain enforceable.

7. For purposes of this Agreement, the term Covered Employees shall mean any full- or part-time employees covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e., short term employees who work for uncertain or regular duration) unless the collective bargaining agreement explicitly excludes contributions on casual employees. Covered Employees shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).
8. The Employer agrees to remit contributions on behalf of each Covered Employee who receives, or is entitled to receive, compensation for any part of the Contribution Period (regardless of whether the employment relationship is terminated), including sick leave pay, overtime pay, holiday pay, disability or illness pay, vacation pay, severance pay, paid holidays, or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance/arbitration proceeding or any other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period, if required by the applicable collective bargaining agreement contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury even if the Covered employee is not entitled to compensation. The Employer shall pay any contributions that would otherwise been paid on any Covered Employee who is a reemployed service member or former service member but for his or her absence during a period of uniformed services defined at 10 C.F.R. §104.3.

9. On or before the 18th day of each month, the Employer must report to the Fund(s) any changes in the Covered Employee work force (including, but not limited to, new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month in the event of a delinquency, a) the Employer shall be obligated to pay interest on the money due to the Fund(s) from the date payments were due, to the date when payment is made, together with all expenses of collection incurred by the Fund(s), inclusive, but not limited to, attorneys' fees and costs and b) at the option of the Trustee or their delegated representative, the payment of contributions that are overdue after the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered work force on time, the Employer shall pay the contributions deferred by the Fund(s) on all actual terminations, layoffs or other changes in the work force. The Trustee shall reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.

10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If information is required to be obtained access to the Employer's records or to collect additional data that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).

11. The Trustees shall require any dispute concerning the Employer's obligation to pay contributions to any grievance/arbitration procedure set forth in the collective bargaining agreement. The Trustees are required to effect any provision of the collective bargaining agreement. The Employers agreement shall control.

12. The Employer acknowledges that it is aware of the Fund(s)'s adverse selection rules (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement that violates the adverse selection rules.

13. This Agreement shall be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Illinois ten year statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's liability.

14. This Agreement may not be orally modified or terminated.

IN WITNESS WHEREOF, said Employer and Union have caused this instrument to be executed by their duly authorized representatives this day and year first above written.

Ampco Services, Inc.

Redacted by U.S. Department of the Treasury

P.O. Box 65114
St. Paul, Minnesota

Complete Address of Employer:

651-648-5555

Telephone Number

481-130193

Federal Employer Number

If the Employer is signatory to a National or Group Contract, indicate the name of such Contract:

Is the Employer an Anericin construction company working on a project or on a seasonal basis. Yes □ No ☒
PARTICIPATION AGREEMENT

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND/HEALTH AND WELFARE FUND
2317 WEST HIGHLAND ROAD
ROSEMONT, ILLINOIS 60018-6899
PHONE: (847) 918-9800

This Agreement sets forth the terms under which the Employer will participate in the Central States, Southeast and Southwest Areas Pension Fund ("Pension Fund") and/or the Central States, Southeast and Southwest Areas Health and Welfare Fund ("Health and Welfare Fund") in accordance with its collective bargaining agreement with the Union covering the job classification(s) of Driver, Warehouseman, Foreman, Helper, Warehouseman, and any other job classification covered by the collective bargaining agreement.

1. The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health and Welfare Fund, as the case may be, and are subject to the respective Employer and Employee Trustees and their successors.

2. The Employer shall contribute to the Pension Fund per week/hour (choose one) the "Annual Pledge" at the following rates:

   Effective Date: 04/15/2003
   Rate: $15.00

3. The Employer shall contribute to the Health and Welfare Fund per week/hour (choose one) the "Annual Pledge" at the following rates:

   Effective Date: 04/15/2003
   Rate: $15.00

4. The contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and the rate changes shall be incorporated into this Agreement. The parties may execute an Interim Agreement establishing contribution rates during the period when a new collective bargaining agreement is being negotiated. In the event of an Interim Agreement, the contribution rates required to be paid shall be the rate of the contribution agreement and prior to the execution of a new collective bargaining agreement or the termination of this Agreement, shall remain in effect on the last day of the term of the collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rates for the covered employees.

5. At no time and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement and during a strike except as otherwise provided in the Agreement. The Employer shall promptly submit the entire agreement or modified agreement to the Fund(s) at the contract expiration date.

6. When a new collective bargaining agreement is signed by the Employer and the Union, it shall mean any full-time or part-time employees covered by a collective bargaining agreement requiring contributions to the Fund(s) as set forth in paragraph 2 or 3 of the Agreement. The Trustee shall continue to collect and remit contributions to the Fund(s) as required by the Agreement.
8. The Employer agrees to remit contributions on behalf of each Covered Employee who receives, or is entitled to receive, remuneration for any part of the 37.10.74 Period (regardless of whether the employment relationship is terminated), including earned but unpaid time pay, overtime pay, holiday pay, disability or illness pay, layoff pay, vacation pay, or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance arbitration proceeding, or other proceeding or settlement. If the collective bargaining agreement provides that contributions will be due on the termination date of the employment of such employees covered by a defined contributions plan, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, ... shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall make any contributions that would have otherwise been paid on any Covered Employee who is a re-employed service member or former service member but for his or her ... during a period of uniformed service as defined in 10 C.F.R. §1043.

9. On or before the 15th day of each month, the Employer must report to the Fund(s) any changes in the Covered Employee workforce (including, but not limited to new hires, layoffs or separations) which occurred during the prior month and make contributions owed for the prior month. In the event of a discrepancy, a) the Employer shall be responsible to pay interest on the amount due as of the Fund(s) from the date when payment was due to the date when payment is made, together with all expenses of collection incurred by the Fund(s), including, but not limited to, attorney's fees and costs, and b) at the option of the Trustees or of their duly authorized representatives, the interest on contributions that accrue after the Employer has become delinquent shall be calculated so that the annual rate of interest charged to the Employer on the delinquency shall be 5% or 6% per annum, whichever is lower. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.

10. The Employer shall provide the Trustee with access to its payroll records and other pertinent records when requested by the Fund(s). If requested, to either provide access to the Employer's records or to collect additional information that results from the review of those records, all expenses incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).

11. The Trustees shall not be required to audit any dispute concerning the Employer's obligation to pay contributions to any grievance/revision procedure set forth in any collective bargaining agreement.

12. The Employer acknowledges that it is aware of the Fund(s)'s adverse selection rules (including Special Bulletin 80-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rules.

13. This Agreement shall be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to compel attendance at meetings of the membership, the Illinois Convention shall not apply. The Employer agrees that the statutes of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive notice of or evidence of the existence of the Employer's liability.

14. This Agreement may not be amended or terminated. To the extent that there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.

In Witness Whereof, said Employer and Union have caused this Instrument to be executed by their duly authorized representatives, the day and year first above written and signed in the presence of the undersigned 1974.

[Redacted by U.S. Department of the Treasury]

3141 N Sheridan
Chicago, Illinois 60657
Complete Address of Employer
(773) 1966-0112  (773) 484-1110
Telephone Number  Fax Number
12-2364217
Federal Employer Number

If the Employer is a subsidiary of a National or Group Contract, indicate the name of such

If the Employer is a limited construction company working on a project or on a seasonal basis: Yes No

Rev. 06/90
37.10.75


For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e., short term employees who work for uncertain or irregular duration) except a casual employee shall not be a Covered Employee with respect to the Health and Welfare Fund if the collective bargaining agreement explicitly excludes casual employees from participation in the Health and Welfare Fund. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).

8. The Employer agrees to remit contributions on behalf of each Covered Employee for any period he/she receives, or is entitled to receive, compensation regardless of whether the employment relationship is terminated, including, but not limited to, salary, overtime, holiday pay, disability or illness pay, layoffs, severance pay, vacation pay or the payment of benefits for any reason, except that all contributions shall be due until the Covered Employee completes the specified waiting period. If the collective bargaining agreement states that contributions shall be due on newly hired employees, the Employer shall pay the contributions due the Fund(s) on behalf of all Covered Employees who are not working due to illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-employed service member or former service member but for his or her absence during a period of uniformed service as defined at 32 C.F.R. §104.3.

9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to, new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a delinquency, the Employer shall pay interest on all monies due to the Fund(s) from the date when payment was due to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), including, but not limited to, attorneys fees and costs. The contributions owed shall be due on the following Monday. The Employer shall pay any contributions billed by the Health and Welfare Fund regardless of actual terminations, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.

10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If litigation is required to either obtain access to the Employer's records or to collect additional contributions, the Employer shall pay all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys fees and costs incurred by the Fund(s).

11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement.

12. The Employer acknowledges that it is aware of the Fund(s)' adverse selection rule (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.

13. This Agreement shall be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Employer shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's liability.

14. This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.

IN WITNESS WHEREOF, said Employer and Union have caused this instrument to be executed by their duly authorized representatives, the day and year first above written.

ARAMARK REFRESHMENT SERVICES, INC.

Redacted by U.S. Department of the Treasury

Printed Name and Title

Date

43

Local Union No.

Redacted by U.S. Department of the Treasury

Printed Name and Title

9-15-11

Date

39255 COUNTRY CLUB DR., SUITE B-1

SEP 29 2011

FARMINGTON HILLS, MI 48331

CONTRACT

Complete Address of Employer

246, 849-2030 246948-2040

Fax Number

95-2051630

Federal Employer Identification Number

If the Employer is signatory to a National or Group Contract, indicate the name of such Contract:

is the Employer an itinerant construction company working on a project or on a seasonal basis? Yes ___ No ___
PARTICIPATION AGREEMENT

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND HEALTH AND WELFARE FUND
9377 WEST HIGGINS ROAD
ROSEMONT, ILLINOIS 60018-4938
PHONE: (847) 516-9800

THIS AGREEMENT sets forth the terms under which the Employer will participate in the Central States, Southeast and Southwest Areas Pension Fund ("Pension Fund") and/or the Central States, Southeast and Southwest Areas Health and Welfare Fund ("Health and Welfare Fund") in accordance with its collective bargaining agreement with the Union.

1. The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health and Welfare Fund, all rules and regulations presently in effect and all rules, regulations or amendments subsequently adopted by the Trustees of the Trust Fund(s).

2. Effective 1/24/02, the Employer shall contribute to the Pension Fund the sum of $37.90 per week ("Contribution Period") for each Covered Employee, which shall be increased to $38.50 effective 1/24/03 and increased to $39.00 effective 1/24/06 - $39.00.

3. Effective 1/24/02, the Employer shall contribute to the Health and Welfare Fund the sum of $37.10 per week ("Contribution Period") for each Covered Employee, which shall be increased to $37.10 effective 1/24/03 and increased to $37.10 effective 1/24/06.

4. Contribution rate changes after the dates indicated in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the periods when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to either the execution of a new agreement or the termination of this Agreement, shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Pension Fund and/or the Health and Welfare Fund reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.

5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of any collective bargaining agreement with no contributions shall be due during a strike or lockout unless the union and employer agree in writing that contributions will be paid. This Agreement and the Employer's obligation to pay contributions shall not terminate until either a) the Trustees decide to terminate the Agreement and provide written notice of their decision to the Employer or b) the Fund(s) receive a written notice from the Employer describing the reason why the Employer is no longer legally obligated to remit contributions to the Fund(s) by certified mail (return receipt requested) directed to the attention of the Contracts Department at the address specified above.

6. When there is a new collective bargaining agreement or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the contract or the contract modification to the Fund(s)/Contracts Department by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement that has been submitted to the Fund(s) shall alone remain enforceable.

7. The Employer agrees to remit contributions on behalf of each Covered Employee who receives, or is entitled to receive, compensation for any part of the Contribution Period, including show up time pay, overtime pay, holiday pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding or other legal proceeding or settlement. The Employer further agrees that each Covered Employee shall have the same contribution rate paid on his/her benefit.
8. For purposes of this Agreement, the term "Covered Employee" shall mean a person other than a person employed in a managerial or supervisory capacity, who is employed full-time or part-time by the Employer under a collective bargaining agreement which requires contributions to be made to the Pension and/or Health and Welfare Fund, and includes casual employees (i.e. short term employees who work for uncertain or irregular duration) unless the collective bargaining agreement explicitly excludes contributions on casual employees. Covered Employee shall not include any person employed for the principal purpose of obtaining benefits from the Fund(s). The common law master-servant test shall apply to determine whether an employment relationship exists.

9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to new hires, layoffs or terminations) which occurred during the prior month. If the Employer fails to report changes in the covered workforce on time the Employer must pay the contributions billed by the Health and Welfare Fund regardless of actual terminations, leaves of absence, sick leave, layoffs or other changes in the workforce.

10. Contributions to the Fund(s) must be paid for each month no later than the 15th day of the succeeding month. In the event of a delinquency, the Employer shall be obligated to pay interest on the money due to the Trustees from the date when payment was due, to the date when the payment is made, together with all expenses of collection incurred by the Trustees, including, but not limited to, attorneys' fees and costs. Regardless of any collective bargaining agreement provision to the contrary, the Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance/arbitration procedures set forth in any collective bargaining agreement.

11. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If litigation is required to either obtain access to the Employer's records or to collect additional amounts that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).

12. To the extent there exists any conflict between the provisions of this Participation Agreement and the provisions of the collective bargaining agreement, this Participation Agreement shall control.

13. This Agreement shall be construed according to and governed by the laws of the State of Illinois, except as such laws may be pre-empted by the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Illinois ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to run until such time as the Fund(s) receive actual notice of the existence of a delinquency.

14. This Agreement may not be orally modified or terminated.

IN WITNESS WHEREOF, said Employer and Union have caused this Instrument to be executed by their duly authorized representatives, the day and year first above written.

EMPLOYER NAME: ARAMARK UNIFORM & CAREER LOCAL UNION NO. 769

160 ALA BABA AVENUE, OPA LOCKA, FL 33054

COMPLETE ADDRESS OF EMPLOYER

Redacted by U.S. Department of the Treasury

Redacted by U.S. Department of the Treasury

95-308 2885

FEDERAL EMPLOYER NUMBER

If Employer is signed to Group Contract, give name of such Contract:

37.10.78

rev. 10/97
PARTICIPATION AGREEMENT

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS
PENSION FUNDS/HEALTH AND WELFARE FUND
9377 WEST H GAINES ROAD
ROSEMONT, ILLINOIS 60018-4938
PHONE: (847) 518-9800

THIS AGREEMENT sets forth the terms under which the Employer will participate in the Central States, Southeast and Southwest Areas Pension Fund ("Pension Fund") and/or the Central States, Southeast and Southwest Areas Health and Welfare Fund ("Health and Welfare Fund") in accordance with its collective bargaining agreement with the Union covering the job classification(s) of: Drivers & Helpers

1. The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health and Welfare Fund, all rules and regulations presently in effect or subsequently adopted by the Trustees of the Fund(s) and accept the respective Employer and Employee Trustees and their successors.

2. The Employer shall contribute to the Pension Fund per week (choose one) (the "Contribution Period") for each Covered Employee at the following rates:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>11/19/99</td>
<td>$79.00</td>
</tr>
<tr>
<td>11/19/00</td>
<td>83.00</td>
</tr>
<tr>
<td>11/19/01</td>
<td>85.00</td>
</tr>
</tbody>
</table>

3. The Employer shall contribute to the Health and Welfare Fund per week (the "Contribution Period") for each Covered Employee at the following rates:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>11/19/99</td>
<td>$138.00</td>
</tr>
<tr>
<td>11/19/00</td>
<td>144.00</td>
</tr>
</tbody>
</table>

4. Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the periods when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contributions required to be paid after termination of a collective bargaining agreement and prior to the first execution of a new collective bargaining agreement or the termination of this Agreement, shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.

5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement and during a strike except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer’s obligation to pay contributions shall not terminate until either (a) the Trustees decide to terminate the Agreement and provide written notice of their decision to the Employer or (b) the Employer is no longer obligated by a contract or upon to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s) Contracts Department at the address specified above and by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute. In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in (a) or (b) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund.

6. When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s) Contracts Department by certified mail (return receipt requested) at the address specified above. If an agreement or understanding which affects the Employer’s contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall alone remain enforceable.

7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (e.g., short-term employees who work for uncertain or irregular duration) unless the collective bargaining agreement expressly excludes such contributions on casual employees. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).
8. The Employer agrees to remit contributions on behalf of each Covered Employee who receives, or is entitled to receive, compensation for any part of the Contribution Period (regardless of whether the employment relationship is terminated), including show up time pay, overtime pay, holiday pay, disability or illness pay, layoff/severance pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance/arbitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-employed service member or former service member but for his or her absence during a period of uniformed service as defined at 10 C.F.R. §104.3.

9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a delinquency, a) the Employer shall be obligated to pay interest on the money due to the Fund(s) from the date when payment was due to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), including, but not limited to, attorneys' fees and costs, and b) at the option of the Trustees or their designated representative, the payment of contributions within three calendar weeks (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to pay the contributions billed by the Health and Welfare Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.

10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If litigation is required to obtain access to the Employer’s records or to collect any additional contributions that result from the review of the records, all costs incurred by the Fund(s) in connection with the review shall be paid by the Employer and the Employer shall pay all attorneys’ fees and costs incurred by the Fund(s).

11. The Trustees shall not be required to submit any dispute concerning the Employer’s obligation to pay contributions to any grievance/arbitration procedure set forth in collective bargaining agreement. To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.

12. The Employer acknowledges that it is aware of the Fund(s) adverse selection rules (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement that violates the adverse selection rules.

13. This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Illinois ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer’s liability.

14. This Agreement may not be orally modified or terminated.

IN WITNESS WHEREOF, said Employer and Union have caused this Instrument to be executed by their duly authorized representatives, the day and year first above written.

ARAKARK UNIFORM SERVICES
Redacted by U.S. Department of the Treasury
Printed Name and Title

115 N. First St.
Butte, CA 95922
Complete Address of Employer

(916) 977-3607
Telephone Number
95-3002883
Federal Employer Number

If the Employer is a group or national contract, indicate the name of such contract:

Is the Employer an itinerant construction company working on a project or on a seasonal basis? Yes No ☑

rev. 07/98
37.10.80
PARTICIPATION AGREEMENT

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND/HEALTH AND WELFARE FUND
9377 WEST HIGGINS ROAD
ROSEMONT, ILLINOIS 60018-4938
PHONE: (847) 518-9800
ACCOUNT NUMBER: 0327740-1303-00071A

THIS AGREEMENT sets forth the terms under which the Employer will participate in the Central States, Southeast and Southwest Areas Pension Fund ("Pension Fund") and/or the Central States, Southeast and Southwest Areas Health and Welfare Fund ("Health and Welfare Fund") in accordance with its collective bargaining agreement with the Union covering the following job classification(s): Route Sales Representatives, Wholesale Route Drivers and RSU.

and any other job classification covered by the collective bargaining agreement.

1. The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health and Welfare Fund and all amendments subsequently adopted as well as all rules and regulations presently in effect or subsequently adopted by the Trustees of the Fund(s) and accept the respective Employer and Employee Trustees and their successors.

2. The Employer shall contribute to the Pension Fund for each Covered Employee at the following rates:

   Effective Date: July 15, 2012
   Rate: 183.50

   Effective Date: July 15, 2013
   Rate: 201.20

   Effective Date: July 15, 2014
   Rate: 

   Effective Date: 
   Rate: 

3. The Employer shall contribute to the Health and Welfare Fund for each Covered Employee at the following rates:

   Effective Date: 
   Rate: 

   Effective Date: 
   Rate: 

   Effective Date: 
   Rate: 

   Effective Date: 
   Rate: 

4. Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the period when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to either the execution of a new collective bargaining agreement or the termination of this Agreement, shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.

5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until (a) the Trustees decide to terminate the participation of the Employer and provide written notice of their decision to the Employer specifying the date of termination of participation or (b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directing the Fund(s)' Contracts Department at the address specified above sent by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute or (c) the date the NLRB certifies the result of an election that terminates the Union's representative status or (d) the date the Union's representative status terminates through a valid disclaimer of interest. In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund. In the event an NLRB election or disclaimer of interest referred to in c) or d) relates to only part of the bargaining unit, this Agreement shall remain in effect with respect to the remainder of the bargaining unit.
6. When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s) Contracts Department by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall alone remain enforceable. The following agreements shall not be valid: a) an agreement that purports to retroactively eliminate or reduce the Employer's statutory or contractual duty to contribute to the Fund(s); b) an agreement that purports to prospectively reduce the contribution rate payable to the Pension Fund or c) an agreement that purports to prospectively eliminate the duty to contribute to the Pension Fund during the stated term of a collective bargaining agreement that has been accepted by the Pension Fund.

7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e. short term employees who work for uncertain or irregular duration) except a casual employee shall not be a Covered Employee with respect to the Health and Welfare Fund if the collective bargaining agreement explicitly excludes casual employees from participation in the Health and Welfare Fund. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).

8. The Employer agrees to remit contributions on behalf of each Covered Employee for any period before, receives, or is entitled to receive, compensation (regardless of whether the employment relationship is terminated), including on account or commission, full-time or part-time, overtime, holiday pay, disability or illness pay, layoff/severance pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance/arbitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement requires contributions shall not be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be sent to the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury and all other contributions shall be credited to the Fund(s) as if the Covered Employee was not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-employed service member or former service member but for his or her absence during any period of service as defined in section 104.3.

9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee's health plan (including, but not limited to, new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a non-coverage, the Employer shall be obligated to pay interest on the monies due to the Fund(s) from the date when payment was due to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), including, but not limited to, attorneys' fees and costs and b) the option of the Trustees, their delegated representative, the payment of contributions that accrue after the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered workforce on time, the Employer must pay the contributions billed by the Health and Welfare Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.

10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If litigation is required to obtain access to the Employer's records or to collect additional billing that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).

11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement.

12. The Employer acknowledges that it is aware of the Fund(s)' adverse selection rule (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.

13. This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Illinois ten-year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's liability.

14. This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.
IN WITNESS WHEREOF, said Employer and Union have caused this Instrument to be executed by their duly authorized representatives, the day and year first above written.

Aramark Uniforms & Career Apparel, Inc. Redacted by U.S. Department of the Treasury

Local Union No. 71

12/17/12 Date

2321 Wilkinson Blvd

Charlotte, NC 28208

Complete Address of Employer

704-375-1705

Telephone Number

95-3082882 Fax Number

Federal Employer Identification Number

If the Employer is signatory to a National or Group Contract, Indicate the name of such Contract:

________________________________________

is the Employer an itinerant construction company working on a project or on a seasonal basis? Yes ______ No ✔

JAN C 2013

37.10.83
PARTICIPATION AGREEMENT
CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND/HEALTH AND WELFARE FUND
9377 WEST HIGGINS ROAD
ROSEMONT, ILLINOIS 60018-4928
PHONE: (630) 516-0000
ACCOUNT NUMBER: 022740-1303-00391A

THIS AGREEMENT sets forth the terms under which the Employer will participate in the Central States, Southeast and Southwest Areas Pension Fund ("Pension Fund") and/or the Central States, Southeast and Southwest Areas Health and Welfare Fund ("Health and Welfare Fund") in accordance with its collective bargaining agreement with the Union covering the following job classification covered by the collective bargaining agreement.

1. The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health and Welfare Fund and all amendments subsequently adopted thereto as well as all rules and regulations presently in effect or subsequently adopted by the Trustees of the Fund(s) and accepted by the respective Employer and Employee Trustees and their successors.

2. The Employer shall contribute to the Pension Fund for each Covered Employee at the following rates:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate: $128.00/week</th>
</tr>
</thead>
<tbody>
<tr>
<td>4/1/2012</td>
<td></td>
</tr>
<tr>
<td>4/20/2014</td>
<td>$133.10/week</td>
</tr>
<tr>
<td>4/19/2016</td>
<td>$138.40/week</td>
</tr>
</tbody>
</table>

3. The Employer shall contribute to the Health and Welfare Fund for each Covered Employee at the following rates:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate: $279.50/week</th>
</tr>
</thead>
<tbody>
<tr>
<td>4/1/2013</td>
<td></td>
</tr>
<tr>
<td>4/20/2014</td>
<td>$285.00/week</td>
</tr>
</tbody>
</table>

4. Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an amendment agreement establishing contribution rates during the period when a new collective bargaining agreement is being negotiated in the absence of an earlier agreement. A contribution rate required to be paid after termination of a collective bargaining agreement and prior to either the execution of a new collective bargaining agreement or the termination of this Agreement, shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.

5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until (a) the Trustees decide to terminate the participation of the Employer and provide written notice of their decision to the Employer specifying the date of termination of participation or (b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s) Contracts Department at the address specified above sent by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute or (c) the date the Fund(s) cease to have an election that terminates the Union's representative status or (d) the date the Union's representative status terminates through a valid disclaimer of interest. In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination referenced in a) or b) relates to only one Fund, then this Agreement

37.10.84
shall remain in effect with respect to the other Fund. In the event an NLRB election or dissolution of interest referred to in (d) or (e) relates to only one of the bargaining units, this Agreement shall remain in effect with respect to the remaining bargaining unit.

5. When a new collective bargaining agreement is signed by the Employer and the Union and an agreement to change the collective bargaining agreement, the Employer shall promptly submit the new agreement or modification to the Fund(s) Contracts Department by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which obtains the Employer’s contribution obligation which has not been submitted to the Fund(s) as required by this paragraph shall not be binding on the Trustees or the Agreement and the written agreement(s) that has been submitted to the Fund(s) shall remain enforceable. The following agreements shall not be valid: (a) an agreement that purports to retroactively eliminate or reduce the Employer’s statutory or contractual duty to contribute to the Fund(s); (b) an agreement that purports to prospectively reduce the contribution rate payable to the Pension Fund or to an agreement that purports to prospectively eliminate the duty to contribute to the Pension Fund during the term of a collective bargaining agreement that has been accepted by the Pension Fund.

7. For purposes of this Agreement, the term “Covered Employee” means any employee or part-time employee covered by a collective bargaining agreement resulting contributions to the Fund(s) and includes casual employees (i.e., short term employees who work for uncertain or irregular duration) except for casual employees shall not be a Covered Employee with respect to the Health and Welfare Fund if the collective bargaining agreement explicitly excludes casual employees from participation in the Health and Welfare Fund. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).

8. The Employer agrees to recall contributions on behalf of each Covered Employee for any period he has received, or is entitled to receive, compensation in the event of the termination of the employment relationship, unless the cause of the termination was due to the fault of the Employer or the Fund(s) (including, but not limited to, actions relating to a labor dispute or a labor organization), provided that the recall contributions shall not be due until the Covered Employee is notified in writing of his right to recall contributions. The recall contribution shall be due on the date on which the Covered Employee is notified pursuant to the above provision.

9. On or before the 15th day of each month, the Employer shall provide to the Trustees with respect to the covered workforce the following information:

10. The Employer shall provide the Trustees with access to all payroll records and other pertinent records when requested by the Fund(s). Any information that is requested by the Trustees or for which the Employer is required to provide the Trustees shall be provided to the Trustees without cost and at such times as the Trustees may reasonably require.

11. The Trustees shall not be required to return any documents concerning the Employer’s obligations to provide copies of documents and records to the Trustees, nor shall the Trustees be required to provide copies of documents and records to the Employer.

12. The Contractor acknowledges that he is aware of the Fund(s)’s adverse selection rule (including Special Bulletin 90-7) and agrees that compliance with this Agreement remains in effect, it will not interfere with any agreement or practice that is required by the adverse selection rule.

13. This Agreement shall be subject to all laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, the Employer shall be subject to the provisions of such laws, the terms of any written agreement with the Trustees, and the rules and practices of the Trustees.

14. This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.
IN WITNESS WHEREOF, said Employer and Union have caused this Instrument to be executed by their duly authorized representatives, the day and year first above written.

Aramark Uniform & Career Apparel

Redacted by U.S. Department of the Treasury

Date 10/30/13

Local Union No. 391

Redacted by U.S. Department of the Treasury

Date 10/31/13

Complete Address of Employer

Federal Employer Identification Number

If the Employer is signatory to a National or Group Contract, indicate the name of such Contract.

Is the Employer an itinerant construction company working on a project or on a seasonal basis? Yes ______ No ______
PARTICIPATION AGREEMENT

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND/HEALTH AND WELFARE FUND

9377 WEST HIGGINS ROAD
ROSEMONT, ILLINOIS 60018-4936
PHONE: (847) 518-8000

ACCOUNT NUMBER: 0327740-1303-08509A

THIS AGREEMENT sets forth the terms under which the Employer will participate in the Central States, Southeast, and Southwest Areas Pension Fund ("Pension Fund") and the Central States, Southeast and Southwest Areas Health and Welfare Fund ("Health and Welfare Fund") in accordance with its collective bargaining agreement with the Union covering the following job classifications:

and any other job classification covered by the collective bargaining agreement.

1. The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health and Welfare Fund and all amendments subsequently adopted as well as all rules and regulations presently in effect or subsequently adopted by the Trustees of the Fund(s) and accept the respective Employer and Employee Trustees and their successors.

2. The Employer shall contribute to the Pension Fund for each Covered Employee at the following rates:

   Effective Date:       Rate:       Rate:
   June 15, 2010       $118.60
   June 12, 2011       $124.80
   June 10, 2012
   Effective Date:     Rate:       Rate:
   
3. The Employer shall contribute to the Health and Welfare Fund for each Covered Employee at the following rates:

   Effective Date:       Rate:       Rate:
   June 15, 2010       $232.50
   June 12, 2011       $241.50
   June 10, 2012       $272.20

   *Rate to maintain Plan; not to exceed.

4. Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement. Any rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the period when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to either the expiration of the new collective bargaining agreement or the termination of this Agreement, shall be the rate in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.

5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement except as contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until a) the Trustee(s) decide to terminate the participation of the Employer and provide written notice of their decision to the Employer specifying the date of termination of participation or b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s) Contracts Department at the address specified above sent by certified mail with return receipt requested which describes, in detail, the reason why the Employer is no longer obligated to contribute or c) the date the NLRA certifies the result of an election that terminates the Employer's representative status or d) the date the Employer's representative status terminates through a valid disclaimer of interest. In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund. In the event an NLRA election or disclaimer of interest referred to in c) or d) relates to only part of the bargaining unit, this Agreement shall remain in effect with respect to the remainder of the bargaining unit.
IN WITNESS WHEREOF, said Employer and Union have caused this instrument to be executed by their duly authorized representatives, the day and year first above written.

Armed Forces

Redacted by U.S. Department of the Treasury

9/10/10
Date

Aug 31, 2010
Date

Complete Address of Employer

SEP 14 2010

Telephone Number

Contract Department

Fax Number

SEP 14 2010

Federal Employer Identification Number

Is the Employer an itinerant construction company working on a project or on a seasonal basis? Yes _ __ No _ __
PARTICIPATION AGREEMENT

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND; HEALTH AND WELFARE FUND
9377 WEST HIGGINS ROAD
ROSEMONT, ILLINOIS 60018-4936
PHONE: (847) 518-9800

THIS AGREEMENT sets forth the terms under which the Employer will participate in the Central States, Southeast and Southwest Areas Pension Fund ("Pension Fund") and/or the Central States, Southeast and Southwest Areas Health and Welfare Fund ("Health and Welfare Fund") in accordance with its collective bargaining agreements with the Union covering the job classification(s) of:

1. The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health and Welfare Fund, all rules and regulations presently in effect or subsequently adopted by the Trustees of the Fund(s) and accept the respective Employer and Employee Trustee and their successors.

2. The Employer shall contribute to the Pension Fund per week (the "Contribution Period") for each Covered Employee at the following rates:

   Effective Date: 3-1-03       Rate: $79.00 per week
   Effective Date: 3-1-04       Rate: $83.00 per week
   Effective Date: 2-28-05       Rate: $85.00 per week

3. The Employer shall contribute to the Health and Welfare Fund per week (the "Contribution Period") for each Covered Employee at the following rates:

   Effective Date:               Rate: 
   Effective Date:               Rate: 
   Effective Date:               Rate: 
   Effective Date:               Rate: 
   Effective Date:               Rate: 

4. Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the periods when a new collective bargaining agreement is pending negotiation. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to the execution of a new collective bargaining agreement or the termination of this Agreement, shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.

5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement and during a strike except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until either a) the Trustees decide to terminate this Agreement and provide written notice of their decision to the Employer or b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice of the termination of this Agreement. The Employer shall remain liable for contributions due during the period to the time of termination.

6. When a new collective bargaining agreement is signed by the Employer and the Union to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s) Contracts Department by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which affect the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall alone remain enforceable.

7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e. short term employees who work for uncertain or irregular duration) unless the collective bargaining agreement explicitly excludes casual employees. Covered Employees shall not include any person employed in a managerial, executive, administrative, supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).

37.10.89
6. The Employer agrees to remit contributions on behalf of each Covered Employee who receives, or is
entitled to receive, compensation for any part of the Contribution Period (regardless of whether the employment
relationship is terminated), including: show up time pay, overtime pay, holiday pay, disability or illness pay,
layoff/layoff notice pay, vacation pay or the payment of wages which are the result of any National Labor
Relations Board proceedings, grievance arbitration proceedings or other legal proceeding or settlement. If the
collective bargaining agreement states that contributions shall not be due on newly hired Covered Employees for a
specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered
Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The
Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-
employed service member of former service member but for his or her absence during a period of uniformed service
as defined at 10 C.F.R. §104 3.

9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the
Covered Employee workforce (including, but not limited to, new hires, layoffs or terminations) which occurred during the
prior month and must pay all contributions owed for the prior month. In the event of a delinquency, a) the Employer
shall be obligated to pay interest on the monies due to the Fund(s) from the date when payment was due. to the date
when the payment is made, together with all expenses of collection incurred by the Fund(s), including, but not limited to,
attorneys' fees and costs and b) at the option of the Trustee or other designee representative, the payment of
contributions that accrue after the Employer has become delinquent shall be accelerated so that the contributions owed
for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report
changes in the covered workforce on time, the Employer must pay the contributions billed by the Health and Welfare
Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the workforce. The Trustees
reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.

10. The Employer shall provide the Trustee with access to its payroll records and other pertinent records
when requested by the Fund(s). If litigation is required to either obtain access to the Employer's records or to collect
additional billing that result from the review of the records, all costs incurred by the Fund(s), including the review shall
be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).

11. The Trustee shall not be required to submit any dispute concerning the Employer's obligation to pay
contributions to any grievance arbitration procedure set forth in any collective bargaining agreement. To the extent there
exists any conflict between any provisions of the Participation Agreement and any provisions of the collective
bargaining agreement, this Participation Agreement shall control.

12. The Employer acknowledges that it is aware of the Fund(s)' adverse selection rules (including Special
Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement that violates
the adverse selection rules.

13. This Agreement shall in all respects be construed according to the laws of the United States. In all
actions taken by the Trustee to enforce the terms of this Agreement, including actions to collect delinquent
contributions or to conduct audits, the ten-year written contract statute of limitations shall apply. The Employer
agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time
as the Fund(s) receive actual written notice of the existence of the Employer's liability.

14. This Agreement may not be orally modified or terminated.

IN WITNESS WHEREOF, said Employer and Union have caused this Instrument to be executed by their duly
authorized representatives, the day and year first above written.

[Signature]
[Printed Name and Title]

Employer Name

Local Union No.

[Signature]
[Printed Name and Title]

Representative Signature

Representative Signature

Complete Address of Employer

(D) Telephonic Number

Federal Employer Number

If the Employer is signatory to a National or Group Contract, indicate the name of such Contract.

Is the Employer an itinerant construction company working on a project or on a seasonal basis: Yes , No

rev. 07/68

37.10.90
PARTICIPATION AGREEMENT

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS
PENSION FUND/HEALTH AND WELFARE FUND
5377 WEST HIGGINS ROAD
ROSEMONT, ILLINOIS 60018-4938
PHONE: (847) 518-9800

ACCOUNT NUMBER: 0328600-0104-00215A

THIS AGREEMENT sets forth the terms under which the Employer will participate in the Central States, Southeast and Southwest Areas Pension Fund ("Pension Fund") and/or the Central States, Southeast and Southwest Areas Health and Welfare Fund ("Health and Welfare Fund") in accordance with its collective bargaining agreement with the Union covering the following job classification(s): Building Construction, Government defense projects and/or industrial projects

and any other job classification covered by the collective bargaining agreement.

1. The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health and Welfare Fund and all amendments subsequently adopted as well as all rules and regulations presently in effect or subsequently adopted by the Trustees of the Fund(s) and accept the respective Employer and Employee Trustees and their successors.

2. The Employer shall contribute to the Pension Fund for each Covered Employee at the following rates:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>April 1, 2012</td>
<td>$5.60 per hour</td>
</tr>
<tr>
<td>April 1, 2013</td>
<td>$5.80 per hour</td>
</tr>
<tr>
<td>April 1, 2014</td>
<td>$6.00 per hour</td>
</tr>
</tbody>
</table>

3. The Employer shall contribute to the Health and Welfare Fund for each Covered Employee at the following rates:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

4. Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the periods when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to the execution of a new collective bargaining agreement or the termination of this Agreement, shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.

5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until (a) the Trustees decide to terminate the participation of the Employer and provide written notice of their decision to the Employer specifying the date of termination of participation or (b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice addressed to the Fund(s) Contracts Department at the address specified above sent by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute or (c) the date the NLRA certifies the result of an election that terminates the Union's representative status or (d) the date the Union's representative status terminates through a valid disclaimer of interest. In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund. In the event an NLRA election or disclaimer of interest referred to in c) or d) relates to only part of the bargaining unit, this Agreement shall remain in effect with respect to the remainder of the bargaining unit.

37.10.91
6. When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s)' Contracts Department by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall alone remain enforceable. The following agreements shall not be valid: a) an agreement that purports to retroactively eliminate or reduce the Employer's statutory or contractual duty to contribute to the Fund(s); b) an agreement that purports to prospectively reduce the contribution rate payable to the Pension Fund or c) an agreement that purports to prospectively eliminate the duty to contribute to the Pension Fund during the stated term of a collective bargaining agreement that has been accepted by the Pension Fund.

7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e. short term employees who work for uncertain or irregular duration) except a casual employee shall not be a Covered Employee with respect to the Health and Welfare Fund if the collective bargaining agreement explicitly excludes casual employees from participation in the Health and Welfare Fund. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).

8. The Employer agrees to remit contributions on behalf of each Covered Employee for any period he/she receives, is entitled to receive, compensation (regardless of whether the employment relationship is terminated), including show up time pay, overtime pay, holiday pay, disability or illness pay, layoff/severance pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance/arbitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-employed service member or former service member but for his or her absence during a period of uniformed service as defined at 32 C.F.R. § 104.3.

9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a delinquency, a) the Employer shall be obligated to pay interest on the monies due to the Fund(s) from the date when payment was due to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), including, but not limited to, attorneys' fees and costs and b) at the option of the Trustees or their designated representative, the payment of contributions that accrue after the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered workforce on time, the Employer must pay the contributions billed by the Health and Welfare Fund regardless of actual terminations, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.

10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If litigation is required to either obtain access to the Employer's records or to collect additional billings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).

11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement.

12. The Employer acknowledges that it is aware of the Fund(s)' adverse selection rule (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect it will not enter into any agreement or engage in any practice that violates the adverse selection rule.

13. This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Illinois ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's liability.

14. This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.
IN WITNESS WHEREOF, said Employer and Union have caused this Instrument to be executed by their duly authorized representatives, the day and year first above written.

Date: 9-13-12

Redacted by U.S. Department of the Treasury

Date: 9/14/12

Redacted by U.S. Department of the Treasury

P O Box 2660, 1745 S. Kentucky Avenue Evansville, IN 47728

Complete Address of Employer

812-426-0481 812-421-9115

Telephone Number Fax Number

35-1164830

Federal Employer Identification Number

If the Employer is signatory to a National or Group Contract, indicate the name of such Contract:

Is the Employer an itinerant construction company working on a project or on a seasonal basis? Yes ______ No ______

RECEIVED

SEP 18 2012

CONTRACT DEPARTMENT
PARTICIPATION AGREEMENT

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUNDS HEALTH AND WELFARE FUND
5377 WEST HIGGINS ROAD
ROSEMONT, ILLINOIS 60018-4938
PHONE: (847) 518-9800

ACCOUNT NUMBER: ______________________________

THIS AGREEMENT sets forth the terms under which the Employer will participate in the Central States, Southeast and Southwest Areas Pension Fund ("Pension Fund") and/or the Central States, Southeast and Southwest Areas Health and Welfare Fund ("Health and Welfare Fund") in accordance with its collective bargaining agreement with the Union covering the following job classification(s):

and any other job classification covered by the collective bargaining agreement.

1. The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health and Welfare Fund and all amendments subsequently adopted as well as all rules and regulations presently in effect or subsequently adopted by the Trustees of the Fund(s) and accept the respective Employer and Employee Trustees and their successors.

2. The Employer shall contribute to the Pension Fund for each Covered Employee at the following rates:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate:</th>
</tr>
</thead>
<tbody>
<tr>
<td>6/1/13</td>
<td>$55.10 daily</td>
</tr>
<tr>
<td>6/1/14</td>
<td>$57.30 daily</td>
</tr>
<tr>
<td>6/1/15</td>
<td>$59.80 daily</td>
</tr>
<tr>
<td>6/1/16</td>
<td>$62.00 daily</td>
</tr>
<tr>
<td>6/1/17</td>
<td>$64.80 daily</td>
</tr>
</tbody>
</table>

3. The Employer shall contribute to the Health and Welfare Fund for each Covered Employee at the following rates:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

4. Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the periods when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to either the execution of a new collective bargaining agreement or the termination of this Agreement, shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.

5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until a) the Trustees decide to terminate the participation of the Employer and provide written notice of their decision to the Employer specifying the date of termination of participation or b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s)' Contracts Department at the address specified above sent by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute or c) the date the NLRB certifies the result of an election that terminates the Union's representative status or d) the date the Union's representative status terminates through a valid disclaimer of interest. In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund. In the event an NLRB election or disclaimer of interest referred to in c) or d) relates to only part of the bargaining unit, this Agreement shall remain in effect with respect to the remainder of the bargaining unit.

37.10.94
6. When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s) Contracts Department by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall alone remain enforceable. The following agreements shall not be valid: a) an agreement that purports to retroactively eliminate or reduce the Employer's statutory or contractual duty to contribute to the Fund(s); b) an agreement that purports to prospectively reduce the contribution rate payable to the Pension Fund or c) an agreement that purports to prospectively eliminate the duty to contribute to the Pension Fund during the stated term of a collective bargaining agreement that has been accepted by the Pension Fund.

7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e. short-term employees who work for uncertain or irregular duration) except a casual employee shall not be a Covered Employee with respect to the Health and Welfare Fund if the collective bargaining agreement explicitly excludes casual employees from participation in the Health and Welfare Fund. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).

8. The Employer agrees to remit contributions on behalf of each Covered Employee for any period he/she receives, or is entitled to receive, compensation (regardless of whether the employment relationship is terminated), including show up time, overtime pay, holiday pay, disability or illness pay, layoff/severance pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance/arbitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-employed service member or former service member but for his or her absence during a period of uniformed service as defined at 32 C.F.R. §104.3.

9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a delinquency, a) the Employer shall be obligated to pay interest on the monies due to the Fund(s) from the date when payment was due to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), including, but not limited to, attorneys' fees and costs and b) at the option of the Trustees or their delegated representative, the payment of contributions that accrue after the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered workforce on time, the Employer must pay the contributions billed by the Health and Welfare Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.

10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If litigation is required to either obtain access to the Employer's records or to collect additional billings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).

11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement.

12. The Employer acknowledges that it is aware of the Fund(s)' adverse selection rule (including Special Bulletin 93-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.

13. This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Illinois ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's liability.

14. This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.
IN WITNESS WHEREOF, said Employer and Union have caused this Instrument to be executed by their duly authorized representatives, the day and year first above written.

Printed Name and Title

Date
12811 Farmington Road
Livonia, MI 48150
Complete Address of Employer
(734) 427-9111 (734) 427-2842
Telephone Number Fax Number
38-2168471
Federal Employer Identification Number

If the Employer is signatory to a National or Group Contract, indicate the name of such Contract:
AGC of Michigan

Is the Employer an itinerant construction company working on a project or on a seasonal basis? Yes No

RECEIVED
SEP 11 2013
CONTRACT DEPARTMENT

37.10.96
PARTICIPATION AGREEMENT

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS
PENSION FUND
HEALTH AND WELFARE FUND
2377 WEST HIGGINS ROAD
ROSEMONT, ILLINOIS 60018-4938
PHONE: (847) 518-8800

ABF FREIGHT SYSTEM, INC.
West Allis, Wisconsin

NOV 8 1999

RECEIVED

ACCOUNTING

EMPLOYER TRUSTEES

EMPLOYER TRUSTEES

TRUSTEE TRUSTEES

NOV 8 1999

CENTRAL STATES
Health & Welfare & Pension Funds

TRUSTEE DIRECTOR

SIGNED D. SANDERS

THIS AGREEMENT sets forth the terms under which the Employer will participate in the Central States, Southeast and Southwest Areas Pension Fund ("Pension Fund") and/or the Central States, Southeast and Southwest Areas Health and Welfare Fund ("Health and Welfare Fund") in accordance with collective bargaining agreement with the Union covering the job classification(s) of ___________ and any other job classification covered by the collective bargaining agreement.

1. The Employer and the Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health and Welfare Fund, all rules and regulations presently in effect or subsequently adopted by the Trustees of the Fund(s) and accept the respective Employer and Employee Trustees and their successors.

2. The Employer shall contribute to the Pension Fund per day (choose one) the "Contribution Period" for each Covered Employee at the following rates:

   Effective Date: April 1, 1996
   Rate: $25.90

   Effective Date: April 1, 1996
   Rate: $26.00

   Effective Date: April 1, 2000
   Rate: $30.50

   Effective Date: April 1, 2001
   Rate: $32.40

   Effective Date: April 1, 2002
   Rate: $34.20

3. The Employer shall contribute to the Health and Welfare Fund per week the "Contribution Period" for each Covered Employee at the following rates:

   Effective Date: N/A
   Rate: 

   Effective Date: 
   Rate: 

   Effective Date: 
   Rate: 

   Effective Date: 
   Rate: 

4. Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the period when a new collective bargaining agreement is being negotiated. If an interim agreement is not executed, the contribution rate required is $25.90 per day. Upon the termination of a collective bargaining agreement, and prior to the execution of a new collective bargaining agreement, the termination of this Agreement shall be the last day of the continuously collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is less than the then published rate for the applicable benefit plan or class.

5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement and during a strike except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until either the Trustee decides to terminate the Agreement and provide written notice of their decision to the Employer or the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Employer have received a written notice directed to the Fund(s) Contracts Department at the address specified above by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute. In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund.

6. When a new collective bargaining agreement is signed by the Employer and the Union, the Employer shall promptly submit to the Trustees a written notice of the agreement or modification to the Fund(s)' Contracts Department by certified mail with return receipt requested at the address specified above. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall remain enforceable.

7. For purposes of this Agreement, the terms "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e. short term employees who work for uncertain or short duration) unless the collective bargaining agreement explicitly excludes contributions on casual employees. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person financial for the principal purpose of obtaining benefits from the Fund(s).

37.10.97
8. The Employer agrees to remit contributions on behalf of each Covered Employee who receives or is entitled to receive compensation for any part of the Contribution Period (regardless of whether the employment relationship is terminated), including but not limited to pay, overtime pay, holiday pay, holiday pay, disability or illness pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance arbitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due on a newly hired Covered Employee for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall be made to the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-employed inactive member of former service member but for his or her absence during a period of service as defined at 40 C.F.R. §104.3.

9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee's employment (including, but not limited to, new hires, layoffs, terminations) which occurred during the prior month and must make all contributions owed for the prior month. The Employee shall be obligated to pay interest on the balance due to the Trustee(s) for the period from the date payment was due to the date of the payment is made. Together with the balance due, interest, if any, shall be paid to the Fund(s) in the same manner in which interest on any other outstanding obligations shall be paid.

10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If litigation is required, the Employer agrees to obtain access to the Employer's records or to obtain additional information that result from the review of the records. All costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay all attorneys' fees and costs incurred by the Fund(s).

11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance arbitration procedure set forth in any collective bargaining agreement.

12. The Employer acknowledges that it is aware of the Fund(s)'s adverse selection rules (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rules.

13. The agreement shall all respects be construed according to the laws of the United States. In all actions brought by the Trustees to enforce the terms of this Agreement, the Employer agrees to submit to the jurisdiction of the courts of the State of Arkansas and the United States District Court for the Eastern District of Arkansas. The Employer agrees that the statutes of limitations shall not begin to accrue with respect to any unclosed contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's liability.

14. This Agreement may not be orally modified or terminated. To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.

In witness whereof, the Employer and Union have entered into this Agreement to be executed by their duly authorized representatives, the day and year first above written.

---

Redacted by U.S. Department of the Treasury

Print Name: 200

P.O. Box 10048

Fort Smith, AR 72910-0048

Complete Address of Employer

(501) 796-0000

Telephone Number

Federal Employer Number

If the Employer is a signatory to a National or Group Contract, indicate the name of such Contract:

National Master Freight Agreement

Is the Employer an independent contractor working on a project or on a seasonal basis? Yes
PARTICIPATION AGREEMENT

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND

THIS AGREEMENT sets forth the terms under which the Employer will participate in the Central States, Southeast and Southwest Areas Pension Fund ("Pension Fund") and the Central States, Southeast and Southwest Areas Health and Welfare Fund ("Health and Welfare Fund") in accordance with its collective bargaining agreement with the Union covering the following (i) collective bargaining agreements entered into by the Employer and the Union:

1. The Union and Employer agree to the terms of the and Health and Welfare Fund, at rules and regulations present in effect or subsequently adopted by the Trustees of the Fund(s) and accepted by the respective Employer and Employee Trustees and their successors.

2. The Employer shall contribute to the Pension Fund for each Covered Employee at the following rates:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1/1/2001</td>
<td>$25.00</td>
</tr>
<tr>
<td>1/1/2002</td>
<td>$26.50</td>
</tr>
<tr>
<td>1/1/2003</td>
<td>$28.00</td>
</tr>
<tr>
<td>1/1/2004</td>
<td>$29.50</td>
</tr>
<tr>
<td>1/1/2005</td>
<td>$31.00</td>
</tr>
</tbody>
</table>

3. The Employer shall contribute to the Health and Welfare Fund for each Covered Employee at the following rates:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1/1/2001</td>
<td>$157.70</td>
</tr>
<tr>
<td>1/1/2002</td>
<td>$165.70</td>
</tr>
<tr>
<td>1/1/2003</td>
<td>$173.70</td>
</tr>
<tr>
<td>1/1/2004</td>
<td>$181.70</td>
</tr>
<tr>
<td>1/1/2005</td>
<td>$189.70</td>
</tr>
</tbody>
</table>

4. Contribution rate changes for the last Effective Date set forth in paragraph 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. Where such collective bargaining agreement is not in effect or subsequently adopted by the Trustees of the Fund(s) and accepted by the respective Employer and Employee Trustees and their successors.

5. This Agreement and the obligation to pay contributions to the Fund(s) shall continue after the termination of a collective bargaining agreement except no contributions shall be due during any strike unless the Union and the Employer mutually agree in writing otherwise.

6. When a new collective bargaining agreement is signed by the Employer and the Union to continue the collective bargaining agreement, the Employer shall promptly submit the collective bargaining agreement to the Fund(s) as a written agreement for review and modification to the Trustees of the Fund(s) at the address specified above.

7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e., those employees who work on a part-time basis or on a regular or irregular basis except casual employees shall not be a Covered Employee with respect to this Agreement).

This Agreement is effective as of November 1, 2004, and shall remain in effect as of the date hereof.

Central States, Southeast and Southwest Areas Pension Fund

Central States, Southeast and Southwest Areas Health and Welfare Fund
to the Health and Welfare Fund if the collective bargaining agreement explicitly excludes casual employees from participation in the Health and Welfare Fund. Covered Employers shall not include any person employed in a managerial or supervisory capacity or any person employed by the principal purpose of obtaining benefits from the Fund(s).

8. The Employer agrees to enroll contributions on behalf of each Covered Employee for any period he or she receives, or is entitled to receive, compensation (regardless of whether the employment relationship is terminated), including show-up time, pay, over-time pay, holiday pay, disability or illness pay, layoff or severance pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceedings, unfair labor practice proceedings, or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall be made to the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-employed service member or former service member but for his or her absence during a period of involuntary service as defined in 32 C.F.R. §516.3.

9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to, new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a deficiency, the Employer shall be required to pay interest on the monies due to the Fund(s) from the date when payment was due to the date when the payment was made, together with all of the interest incurred by the Fund(s), including, but not limited to, attorneys' fees and costs and any other expense of collection incurred by the Fund(s), including, but not limited to, all costs incurred by the person or persons on the list for the deficiency or the specified time period which the contributions are late. If the Employer fails to pay contributions on the dates due, the Employer shall pay any attorney's fees and costs incurred by the Fund(s).

10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If litigation is required to obtain access to the Employer's records or to collect additional amounts, the result from the review of the records or the collection of all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorney's fees and costs incurred by the Fund(s).

11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance arbitration procedure set forth in any collective bargaining agreement.

12. The Employer acknowledges that it is aware of the Fund(s)' adverse selection rule (including Special Bulletin 90-7), and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.

13. This Agreement shall be in all respects be construed according to the laws of the United States. If an action taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, it shall also be a written contract that is subject to arbitration. The Employer shall be responsible for the cost of any unpaid contributions during such time as the Fund(s) receive actual written notice of the existence of the Employer's liability.

14. This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provision of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.

IN WITNESS WHEREOF, the Employer and Union have caused this instrument to be executed by their duly authorized representatives, the day and year first above written.

Redacted by U.S. Department of the Treasury

Date

Redacted by U.S. Department of the Treasury

Date

RECEIVED

SEP 2 1 2006

CONTRACT

DEPARTMENT

Page 2
PARTICIPATION AGREEMENT

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND/HEALTH AND WELFARE FUND
9377 WEST HIGGINS ROAD
ROSEMONT, ILLINOIS 60018-4938
PHONE: (847) 518-9800

THI. AGREEMENT sets forth the terms under which the Employer will participate in the Central States, Southeast and Southwest Areas Pension Fund ("Pension Fund") and/or the Central States, Southeast and Southwest Areas Health and Welfare Fund ("Health and Welfare Fund") in accordance with its collective bargaining agreement with the Union covering the job classification(s) of, Shipping Clerk/Driver/Warehouse, and any other job classification covered by the collective bargaining agreement.

1. The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health and Welfare Fund, all rules and regulations presently in effect or subsequently adopted by the Trustees of the Fund(s) and shall accept the respective Employer and Employees Trustees and their successors.

2. The Employer shall contribute to the Pension Fund per ______ week/day/hour (choose one) the "Contribution Period") for each Covered Employee at the following rates:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>09-26-02</td>
<td>$85.00/week</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

3. The Employer shall contribute to the Health and Welfare Fund per week (the "Contribution Period") for each Covered Employee at the following rates:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

4. Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The procedures set forth in paragraphs 2 and 3 shall be followed in accordance with the terms of the Agreement.

5. Contributions to the Fund(s) may be terminated by the Trustees and the Employer in accordance with the terms of the Agreement.

6. The Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s) at the address specified above. Any agreement or understanding which affects the Employer's contribution obligation shall not be binding on the Trustees and the Agreement and any written agreement(s) that has been submitted to the Fund(s) shall remain enforceable.

7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e., short term employees who work for uncertain or irregular duration) unless the collective bargaining agreement expressly excludes contributions on casual employees. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).
8. The Employer agrees to remit contributions on behalf of each Covered Employee who receives, or is entitled to receive, compensation for any part of the Contribution Period (regardless of whether the employment relationship is terminated), including show up time pay, overtime pay, holiday pay, disability or illness pay, layoff/severance pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance/arbitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a reemployed service member of a former service member but for his or her absence during a period of uniformed service as defined at 10 C.F.R. §104.3.

9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee work force (including, but not limited to new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a dispute, a) the Employer shall be obligated to pay interest on the monies due to the Fund(s) from the date when payment was due, to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), including, but not limited to, attorneys' fees and costs and b) at the option of the Trustees or their designated representative, the payment of contributions that accrue after the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall due on the following Monday. If the Employer fails to report changes in the covered workforce on time, the Employer must pay the contributions before the Health and Welfare Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.

10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If litigation is required to obtain access to the Employer's records or to collect additional information that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).

11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement.

12. The Employer acknowledges that it is aware of the Fund(s) adverse selection rules (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rules.

13. This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Illinois ten-year statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's liability.

14. This Agreement may not be orally modified or terminated. To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.
PARTICIPATION AGREEMENT

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND/HEALTH AND WELFARE FUND
9377 WEST HIGGINS ROAD
ROSEMONT, ILLINOIS 60018-4938
PHONE: (847) 518-9800

ACCOUNT NUMBER: 0412100-0100-00135A

THIS AGREEMENT sets forth the terms under which the Employer will participate in the Central States, Southeast and Southwest Areas Pension Fund ("Pension Fund") and/or the Central States, Southeast and Southwest Areas Health and Welfare Fund ("Health and Welfare Fund") in accordance with its collective bargaining agreement with the Union covering the following job classification(s): drivers and any other job classification covered by the collective bargaining agreement.

1. The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health and Welfare Fund and all amendments subsequently adopted as well as all rules and regulations presently in effect or subsequently adopted by the Trustees of the Fund(s) and accept the respective Employer and Employee Trustees and their successors.

2. The Employer shall contribute to the Pension Fund for each Covered Employee at the following rates:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate:</th>
</tr>
</thead>
<tbody>
<tr>
<td>04/01/2013</td>
<td>$111.80 per week</td>
</tr>
<tr>
<td>04/01/2014</td>
<td>$116.30 per week</td>
</tr>
<tr>
<td>04/01/2015</td>
<td>$121.00 per week</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

3. The Employer shall contribute to the Health and Welfare Fund for each Covered Employee at the following rates:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

4. Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the periods when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to either the execution of a new collective bargaining agreement or the termination of this Agreement, shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.

5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement, and the Employer's obligation to pay contributions shall not terminate until a) the Trustees decide to terminate the participation of the Employer and provide written notice of their decision to the Employer specifying the date of termination of participation or b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s)' Contracts Department at the address specified above sent by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute or c) the date the NLRB certifies the result of an election that terminates the Union's representative status or d) the date the Union's representative status terminates through a valid disclaimer of interest. In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund. In the event an NLRB election or disclaimer of interest referred to in c) or d) relates to only part of the bargaining unit, this Agreement shall remain in effect with respect to the remainder of the bargaining unit.
6. When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s)' Contracts Department by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall alone remain enforceable. The following agreements shall not be valid: a) an agreement that purports to retroactively eliminate or reduce the Employer's statutory or contractual duty to contribute to the Fund(s); b) an agreement that purports to prospectively reduce the contribution rate payable to the Pension Fund or c) an agreement that purports to prospectively eliminate the duty to contribute to the Pension Fund during the stated term of a collective bargaining agreement that has been accepted by the Pension Fund.

7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e. short term employees who work for uncertain or irregular duration) except a casual employee shall not be a Covered Employee with respect to the Health and Welfare Fund if the collective bargaining agreement explicitly excludes casual employees from participation in the Health and Welfare Fund. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).

8. The Employer agrees to remit contributions on behalf of each Covered Employee for any period he/she receives, or is entitled to receive, compensation (regardless of whether the employment relationship is terminated), including show up time, overtime pay, holiday pay, disability or illness pay, layoff/severance pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance/arbitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. After the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-employed service member or former service member but for his or her absence during a period of uniformed service as defined at 32 C.F.R. §104.3.

9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a delinquency, a) the Employer shall be obligated to pay interest on the monies due to the Fund(s) from the date when payment was due to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), including, but not limited to, attorneys' fees and costs and b) at the option of the Trustees or their delegated representative, the payment of contributions that accrue after the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered workforce on time, the Employer must pay the contributions billed by the Health and Welfare Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the workforce. The Trustees retain the right to terminate the participation of any Employer that fails to timely pay required contributions.

10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If litigation is required to either obtain access to the Employer's records or to collect additional billings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).

11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement.

12. The Employer acknowledges that it is aware of the Fund(s)' adverse selection rule (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.

13. This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Illinois ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's liability.

14. This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.
IN WITNESS WHEREOF, said Employer and Union have caused this Instrument to be executed by their duly authorized representatives, the day and year first above written.

Associated Roofing Professional

Printed Name and Title

Date

P.O. Box 366t

Clinton, Indiana 47842

Complete Address of Employer

812/466/6791

Telephone Number Fax Number

Federal Employer Identification Number

If the Employer is signatory to a National or Group Contract, indicate the name of such Contract:

Is the Employer an itinerant construction company working on a project or on a seasonal basis? Yes No

JUN 03 2013

CONTRACT DEPARTMENT
PARTICIPATION AGREEMENT

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND

37.10.106 DAVID J. M. GRIFFITHS, ESQ.
9177 WEST HIGGINS ROAD
ROSEMONT, ILLINOIS 60018-4938
PHONE: (847) 518-9800

EXECUTIVE DIRECTOR
RICHARD F. SPANZAN

THIS AGREEMENT sets forth the terms under which the Employer will participate in the Central States, Southeast and Southwest Areas Pension Fund ("Pension Fund") and/or the Central States, Southeast and Southwest Areas Health and Welfare Fund ("Health and Welfare Fund") in accordance with its collective bargaining agreement with the Union covering the job classification(s) of warehouse & maintenance and any other job classification covered by the collective bargaining agreement.

1. The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health and Welfare Fund, all rules and regulations presently in effect or subsequently adopted by the Trustees of the Fund(s) and accept the respective Employer and Employee Trustees and their successors.

2. The Employer shall contribute to the Pension Fund per week (the "Contribution Period") for each Covered Employee at the following rates:

   Effective Date: April 25, 2004
   Rate: 136.00
   (Class 18)
   EFFECTIVE May 8, 2004

   Effective Date: April 24, 2005
   Rate: 150.00

   Effective Date: April 23, 2006
   Rate: 158.00

   Effective Date: April 22, 2007
   Rate: 165.00

3. The Employer shall contribute to the Health and Welfare Fund per week (the "Contribution Period") for each Covered Employee at the following rates:

   Effective Date: ___________
   Rate: ___________

4. Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the periods when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to the execution of a new collective bargaining agreement or the termination of this Agreement, shall be the rate in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then current rate for the applicable benefit plan or class.

5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement and during a strike except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until (a) the Trustees decide to terminate the Agreement and provide written notice of such decision to the Employer or (b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have been written a written notice directed to the Fund(s)' Contracts Department at the address specified above by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute. In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in (a) or (b) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund.

6. When a new collective bargaining agreement is signed by the Employer and the Union in the Fund(s) and the Union above to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s) Contracts Department by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall alone remain enforceable.

7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees, i.e., short-term employees who work for uncertain or irregular duration unless the collective bargaining agreement expressly excludes contributions on casual employees. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).
8. The Employer agrees to remit contributions on behalf of each Covered Employee who receives, or is
entitled to receive, compensation for any part of the Contribution Period (regardless of whether the employment
relationship is terminated), including show up time pay, overtime pay, holiday pay, disability or illness pay,
layoff/layoff notice pay, vacation pay or the payment of wages which are the result of any National Labor Relations
Board proceeding, grievance arbitration proceeding or other legal proceeding or settlement. If the collective
bargaining agreement states that contributions shall not be due on newly hired Covered Employees for a specified waiting period,
no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the
applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered
Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The
Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-
employed service member or former service member but for his or her absence during a period of uniformed service
as defined at 10 C.F.R. §1043.

9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the
Covered Employee workforce (including, but not limited to new hires, layoffs or terminations) which occurred during the
prior month and must pay all contributions owed for the prior month. In the event of a deficiency, a) the Employer
shall be obligated to pay interest on the amounts due to the Fund(s) from the date the payment is due, to the date when
the payment is made, together with all expenses of collection incurred by the Fund(s), including, but not limited
to, attorneys’ fees and costs, and b) all of the options of the Trustees or their delegated representative, the payment of
contributions that are due after the Employer has become delinquent shall be accelerated so that the contributions owed
for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report
changes in the covered workforce on time, the Employer must pay the contributions billed by the Health and Welfare
Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the workforce. The Trustees
reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.

10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records
when requested by the Fund(s). If a deficiency is reported to the Employer’s records or to collect additional payroll that result from the review of the records, all costs incurred by the Fund(s) in conducting the review
shall be paid by the Employer and the Employer shall pay any attorneys’ fees and costs incurred by the Fund(s).

11. The Trustees shall not be required to perform any duties concerning the Employer’s obligation to pay
contributions to any grievance arbitration procedure set forth in any collective bargaining agreement.

12. The Employer acknowledges that it is aware of the Fund(s) adverse selection rules (including Special
Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in
any practice that violates the adverse selection rules.

13. This Agreement shall be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent
contributions or to conduct audits, the United States Uniform Commercial Code of limitations shall apply. The Employer
agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time
as the Fund(s) receive actual written notice of the existence of the Employer’s liability.

14. This Agreement may be orally modified or terminated. To the extent there exists any conflict
between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this
Participation Agreement shall control.

IN WITNESS WHEREOF, said Employer and Union have caused this instrument to be executed by their duly
authorized representatives, the day and year first above written.

Associated Wholesale Grocers, Inc.

Redacted by U.S. Department
of the Treasury

5500 Kansas Avenue (P.O. Box 2932)
Kansas City, KS 66106
Complete Address of Employer

(913) 285-1000
Telephone Number

48-0614866
Federal Employer Number

If the Employer is a signatory to a National or Group Contract, indicate the name of such Contract:

Is the Employer an itinerant construction company working on a project or on a seasonal basis? Yes _ No _
PARTICIPATION AGREEMENT

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS
PENSION FUND/HEALTH AND WELFARE FUND

9377 WEST HIGGINS ROAD
ROSLINDALE, ILLINOIS 60618-4938
PHONE (847) 518-9800

This AGREEMENT sets forth the terms under which the Employer will participate in the Central States, Southeast and Southwest Areas Pension Fund ("Pension Fund") and/or the Central States, Southeast and Southwest Areas Health and Welfare Fund ("Health and Welfare Fund") in accordance with its collective bargaining agreement with the Union covering the job classification(s) of: ______________________________ and any other job classification covered by the collective bargaining agreement.

1. The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health and Welfare Fund, all rules and regulations presently in effect or subsequently adopted by the Trustees of the Fund(s) and accept the respective Employer and Employees Trustees and their Successors.

2. The Employer shall contribute to the Pension Fund the following rates:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>12/24/00</td>
<td>$85.00</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

3. The Employer shall contribute to the Health and Welfare Fund per week/hour (choose one) the following rates:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>12/24/00</td>
<td>$2.00</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

4. Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the period when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid shall be the rate in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.

5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement and during a strike except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until either (a) the Trustees decide to terminate the Agreement and provide written notice of their decision to the Employer or (b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s) Contracts Department at the address specified above sent by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute. In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in (a) or (b) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund.

6. When a new collective bargaining agreement is agreed to by the Employer and the Union and to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s) Contracts Department by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) that has/have been submitted to the Fund(s) shall remain enforceable.

7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e., short-term employees who work for uncertain or irregular duration) unless the collective bargaining agreement explicitly excludes contributions of casual employees. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).
8. The Employer agrees to remit contributions on behalf of each Covered Employee who receives, or is entitled to receive, compensation for any part of the Contribution Period (regardless of whether the employment relationship is terminated), including show up time, overtime pay, holiday pay, disability or illness pay, layoff/severance pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance arbitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contribution that would have otherwise been paid on any Covered Employee who is a re-employed service member or former service member but for his or her absence during a period of uniformed service as defined at 10 C.F.R. §104.3.

9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a delinquency, a) the Employer shall be obligated to pay interest on the monies due to the Fund(s) from the date when payment was due to the date when the payment is made; and b) if the employer has become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to pay contributions in the covered workforce on time, the Employer shall pay the contributions billed by the Health and Welfare Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.

10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If litigation is required to either obtain access to the Employer’s records or to collect additional billing, any review of the records, or costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys’ fees and costs incurred by the Fund(s).

11. The Trustees shall not be required to submit any dispute concerning the Employer’s obligation to pay contributions to any grievance arbitration procedure set forth in any collective bargaining agreement.

12. The Employer acknowledges that it is aware of the Fund(s) adverse selection rules (including Special Bulletin 99-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rules.

13. This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Illinois ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer’s liability.

14. This Agreement may not be orally modified or terminated. To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.

IN WITNESS WHEREOF, said Employer and Union have caused this instrument to be executed by their duly authorized representatives, the day and year first above written.

Atlantic Plant Maintenance
Employer Name

Representative Signature

Printed Name and Title

3225 Pasadena Blvd
Pasadena, TX 77503

Complete Address of Employer

(713) 740-9000 ( )
Telephone Number Fax Number

Federal Employer Number

If the Employer is a party to a National or Group Contract, indicate the name of such Contract:

TVA Project Agreement

Is the Employer an inherent construction company working on a project or on a seasonal basis? Yes No
PARTICIPATION AGREEMENT
CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND HEALTH AND WELFARE FUND
9377 WEST HIGGINS ROAD
ROSEMONT, ILLINOIS 60018-4938
PHONE: (847) 518-9200

This Agreement sets forth the terms under which the Employer will participate in the Central States, Southeast and Southwest Areas Pension Fund ("Pension Fund") and/or the Central States, Southeast and Southwest Areas Health and Welfare Fund ("Health and Welfare Fund") in accordance with its collective bargaining agreement with the Union covering the following job classification(s): [ ] Truck Driver [ ] and any other job classification covered by the collective bargaining agreement.

1. The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health and Welfare Fund. All rules and regulations presently in effect or subsequently adopted by the Trustees of the Fund(s) and accepted by the respective Employer and Employee Trustees and their successors.

2. The Employer shall contribute to the Pension Fund for each Covered Employee at the following rates:

   Effective Date: July 9, 2005  
   Rate: $24.50 per week

   Effective Date:  
   Rate:

   Effective Date:  
   Rate:

   Effective Date:  
   Rate:

   Effective Date:  
   Rate:

3. The Employer shall contribute to the Health and Welfare Fund for each Covered Employee at the following rates:

   Effective Date: N/A  
   Rate: N/A

   Effective Date:  
   Rate:

   Effective Date:  
   Rate:

   Effective Date:  
   Rate:

   Effective Date:  
   Rate:

   Effective Date:  
   Rate:

4. Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and shall be incorporated into this Agreement. The Parties may execute an interim agreement establishing contribution rates during the periods when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a new collective bargaining agreement shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit level if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.

5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement and during a strike except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. The Parties may execute an interim agreement establishing contribution rates during the periods when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a new collective bargaining agreement shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit level if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.

6. When a new collective bargaining agreement is signed by the Employer and the Union agrees to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s)' Contracts Department by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall remain in full force and effect. The following agreements shall not be valid: a) an agreement that purports to retroactively eliminate or reduce the Employer's statutory or contractual duty to contribute to the Fund(s); b) an agreement that purports to prospectively eliminate the duty to contribute to the Pension Fund during the stated term of a collective bargaining agreement that has been accepted by the Pension Fund.

RECEIVED
AUG 23 2005
CONTRACT DEPARTMENT
7. For purposes of this Agreement, the term "Covered Employee" shall mean any individual who is employed by the Employer and who is covered by any collective bargaining agreement, including any national or multi-employer agreement, with the Employer. The term "Covered Employee" shall also include any employee who is employed by the Employer and who is covered by any collective bargaining agreement with the Employer.

8. The Employer agrees to remit contributions on behalf of each Covered Employee for any period in which the Employee is covered by the Agreement. The Employer shall remit contributions in accordance with the terms of the Agreement, including any national or multi-employer agreement, with the Employer. The Employer shall remit contributions in accordance with the terms of the Agreement, including any national or multi-employer agreement, with the Employer.

9. Interest on the contributions shall be paid by the Employer to the Fund(s) in accordance with the Agreement. The Employer shall remit contributions in accordance with the terms of the Agreement, including any national or multi-employer agreement, with the Employer.

10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s).

11. The Trustees shall be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance or arbitration procedure set forth in the Agreement.

12. The Employer acknowledges that it is aware of the Fund(s)' adverse selection rule (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, the Employer will not enter into any agreement or engage in any practice that violates the adverse selection rule.

13. This Agreement shall be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or conduct audits, the Employer shall be bound by the terms of the Agreement, including any national or multi-employer agreement, with the Employer.

14. This Agreement may be modified or terminated without the written consent of the Employer. To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.

IN WITNESS WHEREOF, the Employer and Union have caused this Instrument to be executed by their duly authorized representatives, the day and year first above written.

[Signature]
[Signature]

Local Union No. [9-28]
Redacted by U.S. Department of the Treasury

Printed Name and Title

[Signature]
[Signature]

Printed Name and Title

RECEIVED
AUG 23 2005
CONTRACT DEPARTMENT

[Signature]
[Signature]

[Signature]

37.10.111
PARTICIPATION AGREEMENT

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS
PENSION FUND/HEALTH AND WELFARE FUND
9377 WEST HIGGINS ROAD
ROSEMONT, ILLINOIS 60018-4938
PHONE: (847) 513-9800

ACCOUNT NUMBER: 0438510-0103-00413A

THIS AGREEMENT sets forth the terms under which the Employer will participate in the Central States, Southeast and Southwest Areas Pension Fund ("Pension Fund") and/or the Central States, Southeast and Southwest Areas Health and Welfare Fund ("Health and Welfare Fund") in accordance with its collective bargaining agreement with the Union covering the following job classification(s): ________

and any other job classification covered by the collective bargaining agreement.

1. The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health and Welfare Fund and all amendments subsequently adopted as well as all rules and regulations presently in effect or subsequently adopted by the Trustees of the Fund(s) and accept the respective Employer and Employee Trustees and their successors.

2. The Employer shall contribute to the Pension Fund for each Covered Employee at the following rates:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>03/31/13</td>
<td>$333.40</td>
</tr>
<tr>
<td>03/30/14</td>
<td>$338.00</td>
</tr>
<tr>
<td>03/29/15</td>
<td>$338.00</td>
</tr>
<tr>
<td>04/03/16</td>
<td>$338.00</td>
</tr>
<tr>
<td>04/02/17</td>
<td>$338.00</td>
</tr>
</tbody>
</table>

3. The Employer shall contribute to the Health and Welfare Fund for each Covered Employee at the following rates:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Current</td>
<td>$297.70</td>
</tr>
<tr>
<td>08/04/13</td>
<td>$327.70</td>
</tr>
<tr>
<td>08/03/14</td>
<td>$347.70</td>
</tr>
<tr>
<td>08/02/15</td>
<td>$367.70</td>
</tr>
</tbody>
</table>

4. Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the periods when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to either the execution of a new collective bargaining agreement or the termination of this Agreement, shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.

5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until a) the Trustees decide to terminate the participation of the Employer and provide written notice of their decision to the Employer specifying the date of termination of participation or b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice of termination or c) the date the NLRB certifies the result of an election that terminates the Union's representative status or d) the date the Union's representative status terminates through a valid disclaimer of interest. In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund. In the event an NLRB election or disclaimer of interest referred to in c) or d) relates to only part of the bargaining unit, this Agreement shall remain in effect with respect to the remainder of the bargaining unit.
6. When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s) Contracts Department by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall remain enforceable. The following agreements shall not be valid: a) an agreement that purports to retroactively eliminate or reduce the Employer's statutory or contractual duty to contribute to the Fund(s); b) an agreement that purports to prospectively reduce the contribution rate payable to the Pension Fund or c) an agreement that purports to prospectively eliminate the duty to contribute to the Pension Fund during the stated term of a collective bargaining agreement that has been accepted by the Pension Fund.

7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e. short term employees who work for uncertain or irregular duration) except casual employees shall not be a Covered Employee with respect to the Health and Welfare Fund if the collective bargaining agreement explicitly excludes casual employees from participation in the Health and Welfare Fund. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).

8. The Employer agrees to remit contributions on behalf of each Covered Employee for any period he/she receives, or is entitled to receive, compensation (regardless of whether the employment relationship is terminated), including show up time, overtime pay, holiday pay, disability or illness pay, year end severance pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance/arbitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-employed service member or former service member but for his or her absence during a period of uniformed service as defined at 32 C.F.R. §104.3.

9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a delinquency, a) the Employer shall be obligated to pay interest on the monies due to the Fund(s) from the date when payment was due to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), including, but not limited to, attorneys' fees and costs and b) at the option of the Trustees or their delegated representative, the payment of contributions that accrue after the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered workforce on time, the Employer must pay the contributions billed by the Health and Welfare Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.

10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If litigation is required to either obtain access to the Employer's records or to collect additional billings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).

11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement.

12. The Employer acknowledges that it is aware of the Fund(s)' adverse selection rule (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.

13. This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's liability.

14. This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.

37.10.113
IN WITNESS WHEREOF, said Employer and Union have caused this Instrument to be executed by their duly authorized representatives, the day and year first above written.

Redacted by U.S. Department of the Treasury

Date

9-6-2013

Local Union No. 413

Date

RECEIVED

SEP 18 2013

CONTRACT DEPARTMENT

Address

5775 Sinclair Road

Columbus OH 43221

Complete Address of Employer

Telephone Number 614-841-4520 Fax Number 614-841-4510

31-1587454

Federal Employer Identification Number

If the Employer is signatory to a National or Group Contract, indicate the name of such Contract:

Is the Employer an itinerant construction company working on a project or on a seasonal basis? Yes No X

Redacted by U.S. Department of the Treasury
PARTICIPATION AGREEMENT

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND-HEALTH AND WELFARE FUND
3377 WEST HIGGINS ROAD
ROSEMONT, ILLINOIS 60018-4938
PHONE: (847) 518-8200

ACCOUNT NUMBER: 37.10.115

THIS AGREEMENT sets forth the terms under which the Employer will participate in the Central States, Southeast and Southwest Areas Pension Fund ("Pension Fund") and/or the Central States, Southeast and Southwest Areas Health and Welfare Fund ("Health and Welfare Fund") in accordance with its collective bargaining agreement with the Union covering the following job classification(s): yard employees, IAP.

and any other job classification covered by the collective bargaining agreement.

1. The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health and Welfare Fund and all amendments subsequently adopted as well as all rules and regulations presently in effect or subsequently adopted by the Trustees of the Fund(s) and accept the respective Employer and Employee Trustees and their successors.

2. The Employer shall contribute to the Pension Fund for each Covered Employee at the following rates:

   Effective Date: 9-8-03  Rate: To Follow Note
   Effective Date:  
   Effective Date:  
   Effective Date:  
   Effective Date:  
   Effective Date:  
   Effective Date:  

3. The Employer shall contribute to the Health and Welfare Fund for each Covered Employee at the following rates:

   Effective Date: 9-8-03  Rate: To Follow Note
   Effective Date:  
   Effective Date:  
   Effective Date:  
   Effective Date:  
   Effective Date:  
   Effective Date:  

4. Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the periods when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to either the execution of a new collective bargaining agreement or the termination of this Agreement shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then-published rate for the applicable benefit plan or class.

5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until a) the Trustees decide to terminate the participation of the Employer and provide written notice of their decision to the Employer specifying the date of termination of participation or b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s). The Trustees shall be deemed to have received such notice by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute to the Fund(s) and the date of the NLRB certification of the result of an election that terminates the Union's representative status or c) the date the Union's representative status terminates is a valid disclaimer of interest. In the event the Employer contributes to both the Pension Fund and the Health and Welfare Fund, the contribution reference in a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund. In the event an NLRB election or disclaimer of interest referred to in c) or d) relates to only part of the bargaining unit, this Agreement shall remain in effect with respect to the remainder of the bargaining unit.
6. When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s) Contracts Department by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which has not been submitted to the Fund(s) as required by this paragraph, shall not remain enforceable. The following agreements shall not be valid: a) an agreement that purports to retroactively eliminate or reduce the Employer's statutory or contractual duty to contribute to the Fund(s); b) an agreement that purports to prospectively reduce the contribution rate payable to the Pension Fund or c) an agreement that purports to prospectively eliminate the duty to contribute to the Pension Fund during the stated term of a collective bargaining agreement that has been accepted by the Pension Fund.

7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e. short term employees who work for a specific duration) unless a casual employee shall not be a Covered Employee with respect to the Health and Welfare Fund if the collective bargaining agreement specifically excludes casual employees from participation in the Health and Welfare Fund. Covered Employee shall not include any person employed as a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).

8. The Employer agrees to remit contributions on behalf of each Covered Employee for any period he/she receives, or is entitled to receive, compensation (regardless of whether the employment relationship is terminated), including show up time, overtime pay, nonday pay, disability or illness pay, layoff/severance pay, vacation pay or the payment of wages which are the result of a National Labor Relations Board proceeding, grievance/arbitration proceeding or other legal proceeding or settlement. If the applicable collective bargaining agreement does not require contributions shall not be due on any covered Covered Employee for a specified period of time, the contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall be paid in the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-employed service member or former service member but for his or her absence during a period of uniformed service as defined at 32 C.F.R. §190.3.

9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a delinquency, a) the Employer shall be obligated to pay interest on the money due to the Fund(s) from the date when payment was due to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), including, but not limited to attorneys' fees and costs; and b) at the option of the Trustees or their authorized representatives, the payment of contributions that accrue after the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar month (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered workforce or time, the Employer must pay the contributions billed by the Health and Welfare Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.

10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If litigation is required to either obtain access to the Employer's records or to collect additional liabilities that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).

11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement.

12. The Employer acknowledges that it is aware of the Fund(s)' adverse selection rule (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.

13. This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Illinois ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's liability.

14. This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.
IN WITNESS WHEREOF, said Employer and Union have caused this instrument to be executed by their duly authorized representatives, the day and year first above written.

Auto Handle Corp

Redacted by U.S. Department of the Treasury

9/24/08
Date

2345 Grand # 400

Kansas City Mo. 64108
Complete Address of Employer

816-983-4000  816-983-5000
Telephone Number  Fax Number

23-0934011
Federal Employee Identification Number

If the Employer is signatory to a National or Group Contract, indicate the name of such Contract: NATA

Is the Employer an Itinerant construction company working on a project or on a seasonal basis? Yes ___ No ___

RECEIVED
SEP 26 2008

CONTRACT DEPARTMENT
PARTICIPATION AGREEMENT

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND
HEALTH AND WELFARE FUND
8377 WEST HOGGINS ROAD
ROSEMONT, ILLINOIS 60018-4938

ACCOUNT NUMBER: 0472098-6972-6938

THIS AGREEMENT sets forth the terms under which the Employer will participate in the Central States, Southeast and Southwest Areas Pension Fund ("Pension Fund") and/or the Central States, Southeast Health and Welfare Fund ("Health and Welfare Fund") in accordance with the collective bargaining agreement with the Union covering the following job classification(s):

[Unreadable text]

and any other job classification covered by the collective bargaining agreement.

1. The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health and Welfare Funds and all amendments subsequently adopted as well as all rules and regulations presently in effect or subsequently adopted by the Trustees of the Fund(s) and accepted by the respective Employer and Employee Trustees and their successors.

2. The Employer shall contribute to the Pension Fund for each Covered Employee at the following rates:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>06/01/2008</td>
<td>53.20</td>
</tr>
<tr>
<td>08/03/2008</td>
<td>53.20</td>
</tr>
<tr>
<td>08/03/2008</td>
<td>53.20</td>
</tr>
</tbody>
</table>

3. The Employer shall contribute to the Health and Welfare Fund for each Covered Employee at the following rates:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>08/01/2008</td>
<td>255.70</td>
</tr>
<tr>
<td>08/03/2008</td>
<td>255.70</td>
</tr>
</tbody>
</table>

4. Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each Fund and such rate changes shall be incorporated into this Agreement. The purpose may incorporate an interim agreement establishing contribution rates during the periods when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to the execution of a new collective bargaining agreement shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.

5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing elsewhere. This Agreement and the Employer’s obligation to pay contributions shall terminate unless the Trustees determine the termination of the Fund(s) and the Fund(s) have received a written notice that the Fund(s) terminate;

- The Union and Employer mutually agree to terminate the participation of the Employer in the Fund(s) and the Fund(s) have received a written notice that the Fund(s) terminate;

- The Union and Employer mutually agree to terminate the participation of the Employer in the Fund(s) and the Fund(s) have received a written notice that the Fund(s) terminate;

- The Union and Employer mutually agree to terminate the participation of the Employer in the Fund(s) and the Fund(s) have received a written notice that the Fund(s) terminate;

- The Union and Employer mutually agree to terminate the participation of the Employer in the Fund(s) and the Fund(s) have received a written notice that the Fund(s) terminate;

- The Union and Employer mutually agree to terminate the participation of the Employer in the Fund(s) and the Fund(s) have received a written notice that the Fund(s) terminate;

- The Union and Employer mutually agree to terminate the participation of the Employer in the Fund(s) and the Fund(s) have received a written notice that the Fund(s) terminate;

- The Union and Employer mutually agree to terminate the participation of the Employer in the Fund(s) and the Fund(s) have received a written notice that the Fund(s) terminate;

- The Union and Employer mutually agree to terminate the participation of the Employer in the Fund(s) and the Fund(s) have received a written notice that the Fund(s) terminate;

- The Union and Employer mutually agree to terminate the participation of the Employer in the Fund(s) and the Fund(s) have received a written notice that the Fund(s) terminate;

- The Union and Employer mutually agree to terminate the participation of the Employer in the Fund(s) and the Fund(s) have received a written notice that the Fund(s) terminate.

6. This Agreement shall remain in effect with respect to the Plan(s) except as provided in paragraphs 2 and 3 and the Agreement shall be subject to the provisions of the Trust Agreement(s) for the Plan(s).

RECEIVED

DEC 1 0 2008

37.10.118

CONTRACT DEPARTMENT
8. When a new collective bargaining agreement is signed by the Employer and the Union, the Employer shall promptly submit the signed agreement or modification to the Fund(s) Contracts Department by certified mail (return receipt requested) at the addresses specified above. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and that Agreement and the written agreement(s) that has been submitted to the Fund(s) shall alone remain enforceable. The following agreements shall not be void: a) an agreement that purports to retroactively eliminate or reduce the Employer's statutory or contractual duty to contribute to the Fund(s); b) an agreement that purports to retroactively reduce the contribution rate payable to the Pension Fund or c) an agreement that purports to prospectively eliminate the duty to contribute to the Pension Fund during the stated term of a collective bargaining agreement that has been accepted by the Pension Fund.

7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees, i.e., short term employees who work for uncertain or irregular duration except a casual employee shall not be a Covered Employee with respect to the Health and Welfare Fund. If the collective bargaining agreement explicitly excludes casual employees from participation in the Health and Welfare Fund, Covered Employees shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).

8. The Employer agrees to make contributions on behalf of each Covered Employee for any period he/she receives, or is entitled to receive, compensation for which the Employer is required to make contributions under the provisions of this Agreement and the written agreements with the Fund(s). If the collective bargaining agreement expressly excludes casual employees from participation in the Health and Welfare Fund, the Employer shall make contributions in accordance with the provisions of this Agreement and the written agreements with the Fund(s). The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-employed former member or former service member but for his or her absence during a period of unemployment as defined at 22 C.F.R. §104.3.

9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to, new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a delinquency, the Employer shall be required to pay interest on the monies due to the Fund(s) from the date when payment was due to the date when the payment is made. In addition, all costs of collection incurred by the Fund(s), including, but not limited to, attorneys' fees and costs, are to be paid by the Employer. The Employer shall pay any contributions due on the following Monday. If the Employer fails to report changes in the covered workforce on time, the Employer must pay the contributions billed by the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-employed former member or former service member but for his or her absence during a period of unemployment as defined at 22 C.F.R. §104.3.

10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). In addition, the Employer shall be required to either obtain access to the Employer's records or to collect additional information that results from the review of the records. All costs incurred by the Fund(s) in conducting the review shall be paid by the Employer. If the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s)

11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any arbitration procedure set forth in any collective bargaining agreement.

12. The Employer acknowledges that it is aware of the Fund(s)'s adverse selection rule (including Special Bulletin 98-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.

13. This Agreement shall be subject to any applicable laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Illinois ten-year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's liability.

14. This Agreement may not be modified or terminated unless the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, the Participation Agreement shall control.
IN WITNESS WHEREOF, said Employer and Union have caused this instrument to be executed by their duly authorized representatives, the day and year first above written:

Auto Handling Corp

Redacted by U.S. Department of the Treasury

Printed Name and Title

________________________
Date

3345 Grand Blvd, Ste 400
Complete Address of Employer, Kansas City, MO 64108

816-983-4000 816-983-5000
Telephone Number  Fax Number

73-0934011
Federal Employer Identification Number

If the Employer is a signatory to a National or Group Contract, indicate the name of such Contract:
NATIONAL AUTO TRANSPORTERS AGREEMENT

Is the Employer an itinerant construction company working on a project or on a seasonal basis?  Yes ______ No ______

________________________
Date

RECEIVED
DEC 1 0 2008
CONTRACT DEPARTMENT
PARTICIPATION AGREEMENT

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND
HEALTH AND WELFARE
9777 WEST HIGGINS ROAD
ROSEMONT, ILLINOIS 60016-4936
PHONE: (847) 318-5900

This Agreement was formed under the following terms and conditions: THE UNION and Employer will participate in the Central States, Southeast and Southwest Areas Pension Fund ("Pension Fund") and/or the Central States, Southeast and Southwest Areas Health and Welfare Fund ("Health and Welfare Fund") in accordance with the collective bargaining agreement with the Union covering the following job classification(s): YARD POSITIONS (CURRENTLY 2)

1. The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health and Welfare Fund and all amendments subsequently adopted as well as all rules and regulations presently in effect or subsequently adopted by the Trustees of the Fund(s) and accept the respective Employer and Employee Trustee and their successors.

2. The Employer shall contribute to the Pension Fund for each Covered Employee at the following rates:

   Effective Date: 1/22/07
   Rate: $ 51.20/day

   Effective Date: _______________________
   Rate: ________________________________

3. The Employer shall contribute to the Health and Welfare Fund for each Covered Employee at the following rates:

   Effective Date: 1/22/07
   Rate: $ 25.70/week - 34.00 single day

4. Contributions to the Fund(s) shall include all contributions required by law or union contract, subject to the terms of the trust agreement(s) of the Fund(s) and the collective bargaining agreements between the Employer and the Union. The contributions shall be made in accordance with the terms of the trust agreement(s) and the collective bargaining agreement(s).

5. This Agreement and the obligation to pay contributions to the Fund(s) will continue so long as the Employer and the Union are parties to the collective bargaining agreement, and the contributions will be made in accordance with the terms of the agreement, subject to the terms of the trust agreement(s) of the Fund(s).

6. When a new collective bargaining agreement is signed, the Employer and the Union agree to negotiate the terms of the agreement, and the contributions will be made in accordance with the terms of the agreement, subject to the terms of the trust agreement(s) of the Fund(s).

7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e., short term employees who work for uncertain or irregular duration) except that casual employees shall not be a Covered Employee with respect to the Health and Welfare Fund if the collective bargaining agreement explicitly excludes casual employees from participation in the Health and Welfare Fund. Covered Employees shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).

RECEIVED

FEB 01 2007

CONTRACT DEPARTMENT
8. The Employer agrees to make contributions on behalf of each Covered Employee for any period he/she receives pay, overtime pay, holiday pay, shift differential pay, flood relief pay, weather relief pay, vacation pay, or the payment of wages which are the result of any National Labor Relations Board, hearing, grievance arbitration proceeding, or any other proceeding or settlement of disputes arising from the collective bargaining agreement. The Employer shall not be responsible for any contributions made for a period prior to the date when the Covered Employee completes the specified waiting period.

9. On or before the 15th day of each month, the Employer must report to the Fund(s), any changes in the Covered Employee's contributions. All contributions paid shall be subject to any adjustments or offsets required by law. The Employer shall be responsible for any contributions not paid on time.

10. The Employer shall provide the Trustee with access to its payroll records and other pertinent records. The Employer shall make all contributions to the Fund(s) on a timely basis.

11. The Trustee shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to the Fund(s).

12. The Employer acknowledges that it is aware of the Fund(s)'s adverse selection rules and agrees not to enter into any agreement or act in any way that violates the adverse selection rules.

13. This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustee to enforce the terms of this Agreement, including those to collect delinquent contributions or to conduct audits, the State of Illinois' written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to run with respect to any unpaid contributions until such time as the Fund(s) receive written notice of the existence of the Employer's liability.

14. This Agreement may not be modified or terminated without the written consent of the Fund(s). The Employer to the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.

IN WITNESS WHEREOF, the Employer and Union have caused this instrument to be executed by their duly authorized representatives, the day and year first above written.

[Redacted by U.S. Department of the Treasury]

Date: 1/26/07

2345 GRAND AVE., SUITE 400
KANSAS CITY, MO. 64108

Complete Address of Employer

1-888-999-8000

Telephone Number

7-089-4001

Fax Number

Federal Employer Identification Number

If the Employer is signatory to a National Group Contract, indicate the name of such Contract: NATA

Is the Employer an international construction company working on a project or on a seasonal basis? Yes No X

RECEIVED

FEB 01 2007

CONTRACT DEPARTMENT

[Redacted by U.S. Department of the Treasury]
PARTICIPATION AGREEMENT

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND/HEALTH AND WELFARE FUND
3937 WEST HIGGINS ROAD
ROSEMONT, ILLINOIS 60018-4138
PHONE: (312) 518-8900

EMPLOYEE TRUSTEES
FRED BECK
JAMES ROSENBURG
ELLEN S. WESTNEY
DAVID M. COHAN
PHILIP DOYAN

EMPLOYER TRUSTEES
MARVIN ARONSON
ART LEVINE
GERALD M. ROSEN
LARRY RUBIN

EXECUTING OFFICER
THOMAS J. KAHN

PRODUCTION MAINTENANCE LABORATORY

THIS AGREEMENT sets forth the terms under which the Employer will participate in the Central States, Southeast and Southwest Areas Pension Fund ("Pension Fund") and the Central States, Southeast and Southwest Areas Health and Welfare Fund ("Health and Welfare Fund") pursuant to the terms of the Agreement and Declaration of Collective Bargaining Agreement covering the following job classifications:

1. The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health and Welfare Fund and all amendments and supplements thereto as well as all rules and regulations presently in effect or subsequently adopted by the Trustees of the Fund(s) and accepted by the respective Employer and Employee Trustees and their successors.

2. The Employer shall contribute to the Pension Fund for each Covered Employee at the following rates:

   Effective Date: 6/10/07
   Rate: $91.80 WEEKLY
   Effective Date: 6/10/08
   Rate: $99.10 WEEKLY
   Effective Date: 6/10/09
   Rate: $115.60 WEEKLY
   Effective Date: 6/10/10
   Rate: $124.80 WEEKLY

3. The Employer shall contribute to the Health and Welfare Fund for each Covered Employee at the following rates:

   Effective Date: 
   Rate: 
   Effective Date: 
   Rate: 
   Effective Date: 
   Rate: 
   Effective Date: 
   Rate: 

4. Contribution rate changes after the last effective date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement stabilizing contribution rates during the period when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to the expiration of a new collective bargaining agreement or the termination of this Agreement, shall be the rates effective the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rates fall below those rates at which the Fund has been operated for the applicable benefit plan or in the event that the Employer fails to meet the rates established for the applicable benefit plan.

5. This Agreement and the obligation to pay contributions to the Fund(s) will continue until the termination of a collective bargaining agreement except no contributions shall be due during a strike unless the Union and Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until (a) the Trustees decide to terminate the participation of the Employer and provide written notice of their decision to the Employer specifying the date of termination of participation or (b) if the Employer is no longer obligated to contribute to the Fund(s) and the Fund(s) have received written notice directed to the Employer's Contracts Department at the address specified above and by certified mail with return receipt requested, which describes the reason why the Employer is no longer obligated to contribute or (c) the date the HRA ceases the result of an election that term notes the Union's representative status or (d) the date the Union's representative status is terminated through a valid disclaimer of interest. In the event the Employer and the contracts are both the Pension and the Health and Welfare Fund, the terms contained therein shall be effective as to the other Fund(s), and any agreement that is effective until the date of the termination of the agreement shall remain in effect with respect to the remaining agreement(s).

6. When a new collective bargaining agreement is signed by the Employer and the Union and the collective bargaining agreement is filed with the Board, the Employer shall promptly submit the entire agreement to the Fund(s) and the Fund(s) shall be bound by the terms of the agreement. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph shall not be binding on the Trustees and the Agreement and the agreement's contribution obligations shall remain enforceable. The agreements shall be in writing and shall include the following:

   a) an agreement that purports to retrospectively or retroactively reduce the Employer's contributions or the agreements to the contributions which purports to prospectively reduce the contributions paid to the Fund(s) or (b) an agreement that purports to prospectively reduce the contributions paid to the Pension Fund during the stated term of a collective bargaining agreement that has been accepted by the Pension Fund.

7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e., short term employees who work for uncertain or irregular duration) except that casual employees shall not be Covered Employees with respect to the Health and Welfare Fund if the collective bargaining agreement explicitly excludes casual employees from participation in the Health and Welfare Fund. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).

37.10.123
8. The Employer agrees to remit contributions on behalf of each Covered Employee for any period hereinabove received, or is entitled to receive, compensation regardless of whether the employee's relationship is terminated, including, without limitation, salary, overtime pay, holiday pay, disability or illness pay, job-related or travel expenses, vacation pay or the value of wages which are the result of any National Labor Relations Board proceeding, grievance arbitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a part-time service member or former service member but for his or her absence during a period of armed service as defined at 38 C.F.R. § 103.1.

9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee's workforce (including, but not limited to, hires, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a delinquency, a) the Employer shall be obligated to pay interest on the monies due to the Fund(s) from the date when payment was due to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), including, but not limited to, attorneys' fees and costs; and b) at the option of the Trustees or their designated representative, the payment of contributions that accrue after the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered workforce on time, the Employer must pay the contributions billed by the Health and Welfare Fund regardless of actual labor relations, leaves of absence, layoffs or other charges in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.

10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If litigation is required to either obtain access to the Employer's records or to collect additional monies that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).

11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance arbitration procedure set forth in any collective bargaining agreement.

12. The Employer acknowledges that it is aware of the Fund(s)'s adverse selection rule (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.

13. This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Illinois tenant for the years in which the Agreement is in effect shall apply. The Employer acknowledges that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive written notice of the existence of the Employer's liability.

14. This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement that this Participation Agreement shall control.

IN WITNESS WHEREOF, the Employer and Union have caused this instrument to be executed by their duly authorized representatives, the date and year last above written.

Redacted by U.S. Department of the Treasury

8/10/07

Date

299 Exposition St. # B 85

Vinona, MO 5769

Complete Address of Employer

411-492-2241 (413) 498-3460

Telephone Number

43-192666

Fax Number

Federal Employer Identification Number

If the Employer is a subsidiary of a National or Group Contract, indicate the name of such Contract:

BCP INGREDIENTS, INC.

Redacted by U.S. Department of the Treasury

TEAMSTERS LOCAL 245

8-3-7

Date

RECEIVED

NOV 1 6 2007

CONTRACT DEPARTMENT

If the Employer is an active construction company working on a project on a seasonal basis: Yes No

O C/O John Doe, President - Contract

37.10.124
PARTICIPATION AGREEMENT

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS
PENSION FUND/HEALTH AND WELFARE FUND
9377 WEST HIGGINS ROAD
ROSEMENT, ILLINOIS 60018-4938
PHONE: (847) 518-9800

ACCOUNT NUMBER: 0500300-0201-00580-E

THIS AGREEMENT sets forth the terms under which the Employer will participate in the Central States, Southeast and Southwest Areas Pension Fund ("Pension Fund") and/or the Central States, Southeast and Southwest Areas Health and Welfare Fund ("Health and Welfare Fund") in accordance with its collective bargaining agreement with the Union covering the following job classification(s):

and any other job classification covered by the collective bargaining agreement.

1. The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health and Welfare Fund and all amendments subsequently adopted as well as all rules and regulations presently in effect or subsequently adopted by the Trustees of the Fund(s) and accept the respective Employer and Employee Trustees and their successors.

2. The Employer shall contribute to the Pension Fund for each Covered Employee at the following rates:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate:</th>
</tr>
</thead>
<tbody>
<tr>
<td>04/27/13</td>
<td>$22.90 / day</td>
</tr>
<tr>
<td>04/27/14</td>
<td>$24.30 / day</td>
</tr>
<tr>
<td>04/27/15</td>
<td>$25.80 / day</td>
</tr>
<tr>
<td>04/27/16</td>
<td>$26.80 / day</td>
</tr>
<tr>
<td>04/27/17</td>
<td>$27.90 / day</td>
</tr>
</tbody>
</table>

3. The Employer shall contribute to the Health and Welfare Fund for each Covered Employee at the following rates:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>N/A</td>
</tr>
</tbody>
</table>

4. Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the periods when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to either the execution of a new collective bargaining agreement or the termination of this Agreement, shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.

5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer’s obligation to pay contributions shall terminate until a) the Trustees decide to terminate the participation of the Employer and provide written notice of their decision to the Employer specifying the date of termination of participation; or b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s)’ Contracts Department at the address specified above sent by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute or c) the date the NLRB certifies the result of an election that terminates the Union’s representative status or d) the date the Union’s representative status terminates through a valid disclaimer of interest. In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund. In the event an NLRB election or disclaimer of interest referred to in c) or d) relates to only part of the bargaining unit, this Agreement shall remain in effect with respect to the remainder of the bargaining unit.
6. When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s)’ Contracts Department by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer’s contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall alone remain enforceable. The following agreements shall not be valid: a) an agreement that purports to retroactively eliminate or reduce the Employer’s statutory or contractual duty to contribute to the Fund(s); b) an agreement that purports to prospectively reduce the contribution rate payable to the Pension Fund or c) an agreement that purports to prospectively eliminate the duty to contribute to the Pension Fund during the stated term of a collective bargaining agreement that has been accepted by the Pension Fund.

7. For purposes of this Agreement, the term “Covered Employee” shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e. short term employees who work for uncertain or irregular duration) except a casual employee shall not be a Covered Employee with respect to the Health and Welfare Fund if the collective bargaining agreement explicitly excludes casual employees from participation in the Health and Welfare Fund. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).

8. The Employer agrees to remit contributions on behalf of each Covered Employee for any period he/she receives, or is entitled to receive, compensation (regardless of whether the employment relationship is terminated), including show up time pay, overtime pay, holiday pay, disability or illness pay, layoff/severance pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance/arbitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-employed service member or former service member but for his or her absence during a period of uniformed service as defined at 32 C.F.R. § 104.3.

9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a delinquency, a) the Employer shall be obligated to pay interest on the monies due to the Fund(s) from the date when payment was due to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), including, but not limited to, attorneys’ fees and costs and b) at the option of the Trustees or their designated representative, the payment of contributions that accrue after the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered workforce on time, the Employer must pay the contributions billed by the Health and Welfare Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.

10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If litigation is required to either obtain access to the Employer’s records or to collect additional billings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys’ fees and costs incurred by the Fund(s).

11. The Trustees shall not be required to submit any dispute concerning the Employer’s obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement.

12. The Employer acknowledges that it is aware of the Fund(s) adverse selection rule (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.

13. This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Illinois ten year written instrument statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer’s liability.

14. This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.
IN WITNESS WHEREOF, said Employer and Union have caused this instrument to be executed by their duly authorized representatives, the day and year first above written.

<table>
<thead>
<tr>
<th>B &amp; J Moving &amp; Storage</th>
<th>Local Union No. 580</th>
</tr>
</thead>
<tbody>
<tr>
<td>Redacted by U.S. Department of the Treasury</td>
<td>Redacted by U.S. Department of the Treasury</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Date</th>
<th>2/20/15</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Complete Address of Employer</th>
<th>3110 POMPEST CASA A M 9506</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Telephone Number</th>
<th>570 484 0304</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Fax Number</th>
<th>38 16 47097</th>
</tr>
</thead>
</table>

If the Employer is signatory to a National or Group Contract, indicate the name of such Contract: ________

Is the Employer an itinerant construction company working on a project or on a seasonal basis?  
Yes ______ No ______

RECEIVED
MAR 05 2015

CONTRACT DEPARTMENT
## Participation Agreement

**Central States, Southeast and Southwest Areas Pension Fund/Health and Welfare Fund**

9377 West Higgins Road  
Chicago, Illinois 60649-4928  
Phone: (847) 518-9800

This Agreement sets forth the terms under which the Employer will participate in the Central States, Southeast and Southwest Areas Pension Fund ("Pension Fund") and/or the Central States, Southeast and Southwest Areas Health and Welfare Fund ("Health and Welfare Fund") in accordance with its collective bargaining agreement with the Union covering the job classification(s) of: 

**drivers**

1. The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health and Welfare Fund, all rules and regulations presently in effect or subsequently adopted by the Trustees of the Fund(s) and accept the respective Employer and Employee Trustees and their successors.

2. The Employer shall contribute to the Pension Fund per day/weekend/hour (choose one) (the "Contribution Period") for each Covered Employee at the following rates:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>06/01/00</td>
<td>$25.60/day</td>
</tr>
<tr>
<td>06/01/01</td>
<td>$28.00/day</td>
</tr>
<tr>
<td>06/01/02</td>
<td>$30.80/day</td>
</tr>
<tr>
<td>06/01/03</td>
<td>$32.40/day</td>
</tr>
<tr>
<td>06/01/04</td>
<td>$34.00/day</td>
</tr>
</tbody>
</table>

3. The Employer shall contribute to the Health and Welfare Fund per week (the "Contribution Period") for each Covered Employee at the following rates:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

4. Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into the Agreement. The parties may execute an interim agreement establishing contribution rates during the periods when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to the execution of a new collective bargaining agreement or the termination of this Agreement shall be the rate in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.

5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement and during a strike except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until either (a) the Trustees decide to terminate the Agreement and provide written notice of their decision to the Employer or (b) the Employer is no longer obligated to make contributions to the Fund(s) and the Fund(s) have received written notice directed to the Fund(s)'s Contracts Department at the address specified above sent by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute. In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in (a) or (b) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund.

6. When a new collective bargaining agreement is signed or the Employer and the Union agree to make the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s)'s Contracts Department by certified mail (return receipt requested) at the address specified above. Any agreement or understanding affecting the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) as has been submitted to the Fund(s) shall solely remain enforceable.

7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e. short term employees who work for uncertain or irregular duration) unless the collective bargaining agreement explicitly excludes contributions on casual employees. Covered Employees shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).
8. The Employer agrees to remit contributions on behalf of each Covered Employee who receives, or is entitled to receive, compensation for any part of the Contribution Period (regardless of whether the employment relationship is terminated), including show up time pay, overtime pay, holiday pay, disability or illness pay, layoff/layoff pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceedings, grievance/arbitration proceedings or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-employed service member or former service member but for his or her absence during a period of uniformed service as defined at 10 C.F.R. §104.3.

9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a delinquency, a) the Employer shall be obligated to pay interest on the amounts owed due to the Fund(s) from the date when payment was due, to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), including, but not limited to, attorneys' fees and costs and b) at the option of the Trustees or their designated representative, the payment of contributions that accrue after the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered workforce on time, the Employer must pay the contributions billed by the Health and Welfare Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.

10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If litigation is required to obtain such access to the Employer's records or to collect additional information that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay all attorneys' fees and costs incurred by the Fund(s).

11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement. To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.

12. The Employer acknowledges that it is aware of the Fund(s) adverse selection rules (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement that violates the adverse selection rules.

13. This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's liability.

14. This Agreement may not be orally modified or terminated.

IN WITNESS WHEREOF, said Employer and Union have caused this instrument to be executed by their duly authorized representatives, the day and year first above written.

RUP CONSTRUCTORS

Redacted by U.S. Department of the Treasury

420 Superior Avenue

Munster, IN 46321

Complete Address of Employer

(219) 922-5000

Telephone Number


c

Printed Name and Title

Local Union No. 247

Representative Signature

Tommy Aloisio, V.P.

Printed Name and Title

FEDERAL CONTRACT DEP.

rev. 07/98

37.10.129
PARTICIPATION AGREEMENT

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND/HEALTH AND WELFARE FUND
9077 WEST HOGGINS ROAD
ROSEMONT, ILLINOIS 60018-6838
PHONE: (847) 616-9800

ACCOUNT NUMBER:

This Agreement sets forth the terms under which the Employer will participate in the Central States, Southeast and Southwest Areas Pension Fund ("Pension Fund") and/or the Central States, Southeast and Southwest Areas Health and Welfare Fund ("Health and Welfare Fund") in accordance with its collective bargaining agreement with the Union covering the following job classification(s): __________ the ________ Auto Op. __________ Association

and any other job classification covered by the collective bargaining agreement.

1. The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health and Welfare Fund and all amendments subsequently adopted as well as all rules and regulations presently in effect or subsequently adopted by the Trustees of the Fund(s) and accepted by the respective Employer and Employee Trustees and their successors.

2. The Employer shall contribute to the Pension Fund for each Covered Employee at the following rates:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>12/27/2008</td>
<td>$112.70</td>
</tr>
<tr>
<td>12/1/2010</td>
<td>$142.00</td>
</tr>
</tbody>
</table>

3. The Employer shall contribute to the Health and Welfare Fund for each Covered Employee at the following rates:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

4. Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the period when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to the election of a new collective bargaining agreement or the termination of this Agreement, shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable plan or class.

5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until (a) the Trustees decide to terminate the participation of the Employer and provide written notice of their decision to the Employer specifying the date of termination or (b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) or the Fund(s) and the Employer have received a written notice from the Fund(s) or the Employer at the address specified above sent by certified mail with return receipt requested or (c) that date the NLRA certifies the result of an election that terminates the Union's representative status or (d) the Union's representative status terminates through a valid disestablishment in the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in (a) or (b) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund. In the event of an NLRA election or disestablishment referred to in (c) or (d) relates to only part of the bargaining unit, this Agreement shall remain in effect with respect to the remainder of the bargaining unit.

37.10.130
6. When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employment shall promptly submit the entire agreement or modification to the Fund(s) and Department by certified mail (return receipt requested). Any agreement or understanding which affects the Employers' contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustee(s) and the Employment and the written agreement(s) that has been submitted to the Fund(s) shall alone remain in effect. The separate agreements shall not be valid and any agreement that purports to prospectively eliminate the Employment's statutory or contractual duty to contribute to the Fund(s) is an agreement that purports to prospectively reduce the contributions rate payable to the Fund(s) shall not be valid and any agreement that purports to prospectively eliminate the duty to contribute to the Pension Fund during the terms of a collective bargaining agreement that has been accepted by the Pension Fund.

7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement relating contributions to the Fund(s) and includes casual employees (i.e., short term employment for which no sick leave or supplemental unemployment benefit is authorized) and any employee who is included in the collective bargaining agreement, except that a casual employee shall not be a Covered Employee with respect to the Health and Welfare Fund if the collective bargaining agreement explicitly excludes casual employees from participation in the Health and Welfare Fund. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).

8. The Employment agrees to omit contributions on behalf of each Covered Employee for any period to the date the Employment receives or is entitled to receive, compensation (regardless of whether the employment relationship is terminated), including any bonus or commission paid, vacation pay, holiday pay, sick leave, disability or 401(k) plans. All contributions shall be due on newly hired Covered Employees for a specified contribution period, unless the Employment completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury even if the Employment is not entitled to compensation. The Employment shall pay any contributions which are not otherwise paid by any Covered Employee with a re-employment to a non-Covered Employee who is a Covered Employee at the time of termination of service as defined at 29 C.F.R. §104.3.

9. On or before the 15th day of each month, the Employment shall report to the Fund(s) any changes in the Covered Employee's compensation (including, but not limited to accrued times, bonuses or other compensation), which occurred during the prior month and must pay any contributions owed for the prior month. All contributions due as of the close date for which contributions are due shall be paid by the Employment on or before the next business day from the date when payment was due. If the Employment fails to make such contributions on or before the due date, the contributions shall be considered delinquent and the Employment shall be charged with interest, attorney's fees, and costs incurred by the Fund(s) in collecting such contributions. In addition, the Employment shall pay any other contributions due from the prior month that have not been reported to the Fund(s).

10. The Employment shall provide the Trustee with access to its payroll records and other pertinent records when requested by the Fund(s). All information is required to be submitted in accordance with such records, and all contributions due shall be paid by the Employment and all contributions due from the prior month that have not been reported to the Fund(s).

11. The Employment shall not be required to submit any dispute concerning the Employment's contribution obligation to any grievance or arbitration procedure set forth in any collective bargaining agreement.

12. The Employment acknowledges that it is aware of the Fund(s) adverse selection rules (including, Special Bulletin 97-1) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.

13. This Agreement shall in all respects be deemed to be made pursuant to the laws of the United States. In all actions taken by the Trustee to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Illinois ten-year written contract statute of limitations shall apply. The Employment agrees that the statutes of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employment's liability.

14. This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provision of this Participation Agreement and any provision of the collective bargaining agreement, this Participation Agreement shall control.
IN WITNESS WHEREOF, said Employer and Union have caused this instrument to be executed by their duly authorized representatives, the day and year first above written.

Redacted by U.S. Department of the Treasury

Date: 6/28/10

15802 Wayzata Blvd
Minnetonka, MN 55391

Complete Address of Employer

952-303-7300
TelephoneNumber

218-137-1330
FaxNumber

If the Employee is signatory to a National or Group Contract, indicate the name of such Contract:

Minneapolis Automobile Dealers Association

Is the Employer an itinerant construction company working on a project or on a seasonal basis? Yes ___ No X

RECEIVED
JUN 15 2010

CONTRACT DEPARTMENT
PARTICIPATION AGREEMENT

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS
PENSION FUND/HEALTH AND WELFARE FUND
9377 WEST HIGGINS ROAD
ROSEMONT, ILLINOIS 60018-4938
PHONE: (847) 518-9800

ACCOUNT NUMBER: 0516860-0600-00283A

THIS AGREEMENT sets forth the terms under which the Employer will participate in the Central States, Southeast and Southwest Areas Pension Fund ("Pension Fund") and/or the Central States, Southeast and Southwest Areas Health and Welfare Fund ("Health and Welfare Fund") in accordance with its collective bargaining agreement with the Union covering the following job classification(s):

and any other job classification covered by the collective bargaining agreement.

1. The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health and Welfare Fund and all amendments subsequently adopted as well as all rules and regulations presently in effect or subsequently adopted by the Trustees of the Fund(s) and accept the respective Employer and Employee Trustees and their successors.

2. The Employer shall contribute to the Pension Fund for each Covered Employee at the following rates:
   
<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>11-1-13</td>
<td>$200.80</td>
</tr>
<tr>
<td>11-1-14</td>
<td>$208.80</td>
</tr>
<tr>
<td>11-1-15</td>
<td>$217.20</td>
</tr>
<tr>
<td>11-1-16</td>
<td>$225.90</td>
</tr>
<tr>
<td>11-1-17</td>
<td>$234.90</td>
</tr>
</tbody>
</table>

3. The Employer shall contribute to the Health and Welfare Fund for each Covered Employee at the following rates:
   
<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

4. Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the periods when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to either the execution of a new collective bargaining agreement or the termination of this Agreement, shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.

5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until a) the Trustees decide to terminate the participation of the Employer and provide written notice of their decision to the Employer specifying the date of termination of participation or b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s)' Contracts Department at the address specified above sent by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute or c) the date the NLRB certifies the result of an election that terminates the Union's representative status or d) the date the Union's representative status terminates through a valid disclaimer of interest. In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund. In the event an NLRB election or disclaimer of interest referred to in c) or d) relates to only part of the bargaining unit, this Agreement shall remain in effect with respect to the remainder of the bargaining unit.

37.10.133
6. When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s). Contracts Department by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall remain enforceable. The following agreements shall not be valid: a) an agreement that purports to retroactively eliminate or reduce the Employer's statutory or contractual duty to contribute to the Fund(s); b) an agreement that purports to prospectively reduce the contribution rate payable to the Pension Fund or c) an agreement that purports to prospectively eliminate the duty to contribute to the Pension Fund during the stated term of a collective bargaining agreement that has been accepted by the Pension Fund.

7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e. short term employees who work for uncertain or irregular duration) except a casual employee shall not be a Covered Employee with respect to the Health and Welfare Fund if the collective bargaining agreement explicitly excludes casual employees from participation in the Health and Welfare Fund. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).

8. The Employer agrees to remit contributions on behalf of each Covered Employee for any period he/she receives, or is entitled to receive, compensation (regardless of whether the employment relationship is terminated), showing up time pay, overtime pay, holiday pay, disability or illness pay, layoff/severance pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance/arbitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-employed service member or former service member but for his or her absence during a period of uniformed service as defined at 32 C.F.R. §104.3.

9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a delinquency, a) the Employer shall be obligated to pay interest on the monies due to the Fund(s) from the date when payment was due to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), including, but not limited to, attorneys' fees and costs and b) at the option of the Trustees or their delegated representative, the payment of contributions that accrue after the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered workforce on time, the Employer must pay the contributions billed by the Health and Welfare Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.

10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If litigation is required to either obtain access to the Employer's records or to collect additional billings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).

11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement.

12. The Employer acknowledges that it is aware of the Fund(s)' adverse selection rule (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.

13. This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Illinois ten-year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's liability.

14. This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.
IN WITNESS WHEREOF, said Employer and Union have caused this Instrument to be executed by their duly authorized representatives, the day and year first above written.

LINDE GAS NORTH AMERICA LLC

Employer Name
Redacted by U.S. Department of the Treasury

Rep.

Print Name
5/3/2013

Date

575 Mountain Ave
New Providence, NJ 07974

Complete Address of Employer

908-771-7877 908-771-1367

Telephone Number  Fax Number

Federal Employer Identification Number

30-0383-60

If the Employer is signatory to a National or Group Contract, indicate the name of such Contract:
NO

Is the Employer an itinerant construction company working on a project or on a seasonal basis? Yes No X
PARTICIPATION AGREEMENT
CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND
HEALTH AND WELFARE FUND
9377 WEST HAGGARD ROAD
ROSETTA, IL 60018-9338
PHONE (630) 588-9000

THIS AGREEMENT sets forth the terms under which the Employer will participate in the Central States, Southeast and Southwest Areas Pension Fund ("Pension Fund") and in the Central States, Southeast and Southwest Areas Health and Welfare Fund ("Fund") in accordance with its collective bargaining agreement with the Union covering the following job classification(s): ___________ Truck Drivers and any other job classification covered by the collective bargaining agreement.

1. The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and the Health and Welfare Fund, all rules and regulations presently in effect or subsequently adopted by the Trustees of the Fund(s) and the respective Employer and Employee Trustees and their successors.

2. The Employer shall contribute to the Pension Fund for each Covered Employee at the following rates:

   Effective Date: August 12, 2006  Rate: $87.60 per day
   Effective Date: August 12, 2007  Rate: $89.30 per day
   Effective Date: August 12, 2008  Rate: $87.60 per day
   Effective Date: August 12, 2009  Rate: $87.60 per day

3. The Employer shall contribute to the Health and Welfare Fund for each Covered Employee at the following rates:

   Effective Date: Rate: 
   Effective Date: Rate: 
   Effective Date: Rate: 
   Effective Date: Rate: 

4. Contributions rates changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such changes shall be incorporated into this Agreement. The parties may execute a new agreement establishing contribution rates during the period when a new collective bargaining agreement is being negotiated. In the absence of an agreement, the contribution rates required in the last collective bargaining agreement shall be paid after termination of the agreement.

5. This Agreement and the Employer's contribution to the Fund(s) shall continue after the termination of a collective bargaining agreement and during a strike except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise.

6. When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s) Contracts Department by certified mail with return receipt requested at the address specified above. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by the paragraph shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall remain enforceable. The following agreements shall not be valid: an agreement that purports to retroactively eliminate or reduce the Employer's statutory or contractual duty to contribute to the Fund(s); an agreement that purports to prospectively eliminate the duty to contribute to the Pension Fund during the stated term of a collective bargaining agreement that has been accepted by the Pension Fund.

RECEIVED

DUE: __ 7/99

CONTRACT

DEPARTMENT

37.10.136
7. For purposes of this Agreement, the term "Covered Employee" shall mean any full time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (e.g. short term employees who work for uncertain or regular duration) except a casual employee shall not be a Covered Employee with respect to the Health and Welfare Fund if the collective bargaining agreement explicitly excludes casual employees from participation in the Health and Welfare Fund. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).

8. The Employer agrees to remit contributions on behalf of each Covered Employee for any period he/she receives, or is entitled to receive, compensation (regardless of whether employment relationship is terminated), including show up time, piece work, non-chargeable, holiday pay, disability or illness pay, layoff or furlough pay, vacation pay, mileage pay, or the payment of wages which is the result of an annual Labor Relations Board proceeding, grievances or labor agreement proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall be made to the Fund(s) on behalf of each Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a reemployed covered employee or former service member but for his or her absence during a period of unfunded service as defined in 32 C.F.R. §104.3.

9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to new hires, layoffs, terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a discrepancy, the Employer shall be responsible for any interest on the money due due to the Fund(s) from the date when payment was due to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), including, but not limited to attorneys' fees and costs and b) at the option of the Trustees or their designated representative, the payment of contributions that accrue after the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the Covered Employee workforce on time, the Employer must pay the contributions billed by the Health and Welfare Fund regardless of actual terminations, layoff, layoffs, or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.

10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If any record is required to either obtain access to the Employer's records or to collect additional billing that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).

11. The Trustees shall not be required to submit any dispute concerning the Employer's obligations to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement.

12. The Employer acknowledges that it is aware of the Fund(s)' adverse selection rule (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.

13. The Agreement shall in all respects be construed according to the laws of the United States. In all actions by or between Trustees to enforce the terms of this Agreement, including actions to collect unpaid contributions or to collect additional billing that result from the review of the records, the Employer agrees that the statute of limitations shall not begin to accrue until such time as the Fund(s) receive actual written notice of the existence of the Employer's liability.

14. This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.

IN WITNESS WHEREOF, the Employer and Union have caused this instrument to be executed by their duly authorized representatives this day and year first above written.

[Signature]
[Signature]

Redacted by U.S. Department of the Treasury

Redacted by U.S. Department of the Treasury

Date

[Date]

RECEIVED

AUG 2, 1999

[Name]

[Position]

[Organization]

[Address]

[City, State ZIP]

[Phone Number]

[Fax Number]

[Email Address]

[Other Contact Information]

If the Employer is a signatory to a National or Group Contract, indicate the name of such Contract: [Name of Contract]

[Signature]

[Name]

[Title]

[Company]

[Address]

[City, State ZIP]

[Phone Number]

[Fax Number]

[Email Address]

[Other Contact Information]

[Signature]

[Name]

[Title]

[Company]

[Address]

[City, State ZIP]

[Phone Number]

[Fax Number]

[Email Address]

[Other Contact Information]

[Signature]

[Name]

[Title]

[Company]

[Address]

[City, State ZIP]

[Phone Number]

[Fax Number]

[Email Address]

[Other Contact Information]

[Signature]

[Name]

[Title]

[Company]

[Address]

[City, State ZIP]

[Phone Number]

[Fax Number]

[Email Address]

[Other Contact Information]

[Signature]

[Name]

[Title]

[Company]

[Address]

[City, State ZIP]

[Phone Number]

[Fax Number]

[Email Address]

[Other Contact Information]

[Signature]

[Name]

[Title]

[Company]

[Address]

[City, State ZIP]

[Phone Number]

[Fax Number]

[Email Address]

[Other Contact Information]

[Signature]

[Name]

[Title]

[Company]

[Address]

[City, State ZIP]

[Phone Number]

[Fax Number]

[Email Address]

[Other Contact Information]

[Signature]

[Name]

[Title]

[Company]

[Address]

[City, State ZIP]

[Phone Number]

[Fax Number]

[Email Address]

[Other Contact Information]

[Signature]

[Name]

[Title]

[Company]

[Address]

[City, State ZIP]

[Phone Number]

[Fax Number]

[Email Address]

[Other Contact Information]

[Signature]

[Name]

[Title]

[Company]

[Address]

[City, State ZIP]

[Phone Number]

[Fax Number]

[Email Address]

[Other Contact Information]

[Signature]

[Name]

[Title]

[Company]

[Address]

[City, State ZIP]

[Phone Number]

[Fax Number]

[Email Address]

[Other Contact Information]

[Signature]

[Name]

[Title]

[Company]

[Address]

[City, State ZIP]

[Phone Number]

[Fax Number]

[Email Address]

[Other Contact Information]

[Signature]

[Name]

[Title]

[Company]

[Address]

[City, State ZIP]

[Phone Number]

[Fax Number]

[Email Address]

[Other Contact Information]
PARTICIPATION AGREEMENT

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND/HEALTH AND WELFARE FUND
9377 WEST HIGGINS ROAD
ROSEMONT ILLINOIS 60018-4938
PHONE: (847) 518-9800

ACCOUNT NUMBER: ________________________

THIS AGREEMENT sets forth the terms under which the Employer will participate in the Central States, Southeast and Southwest Areas Pension Fund ("Pension Fund") and/or the Central States, Southeast and Southwest Areas Health and Welfare Fund ("Health and Welfare Fund") in accordance with its collective bargaining agreement with the Union covering the following job classification(s): ________________________

and any other job classification covered by the collective bargaining agreement.

1. The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health and Welfare Fund and all amendments subsequently adopted as well as all rules and regulations presently in effect or subsequently adopted by the Trustees of the Fund(s) and accept the respective Employer and Employee Trustees and their successors.

2. The Employer shall contribute to the Pension Fund for each Covered Employee at the following rates:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>11/1/12</td>
<td>$132.80 per week</td>
</tr>
<tr>
<td>11/1/13</td>
<td>$138.10 per week</td>
</tr>
<tr>
<td>11/1/14</td>
<td>$143.60 per week</td>
</tr>
</tbody>
</table>

3. The Employer shall contribute to the Health and Welfare Fund for each Covered Employee at the following rates:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

4. Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the periods when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to either the execution of a new collective bargaining agreement or the termination of this Agreement, shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.

5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until a) the Trustees decide to terminate the participation of the Employer and provide written notice of their decision to the Employer specifying the date of termination of participation or b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s)' Contracts Department at the address specified above sent by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute or c) the date the NLRB certifies the result of an election that terminates the Union's representative status or d) the date the Union's representative status terminates through a valid disclaimer of interest. In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund. In the event an NLRB election or disclaimer of interest referred to in c) or d) relates to only part of the bargaining unit, this Agreement shall remain in effect with respect to the remainder of the bargaining unit.

-1-
37.10.138
6. When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s)' Contracts Department by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall alone remain enforceable. The following agreements shall not be valid: a) an agreement that purports to retroactively eliminate or reduce the Employer's statutory or contractual duty to contribute to the Fund(s); b) an agreement that purports to prospectively reduce the contribution rate payable to the Pension Fund or c) an agreement that purports to prospectively eliminate the duty to contribute to the Pension Fund during the stated term of a collective bargaining agreement that has been accepted by the Pension Fund.

7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e. short term employees who work for uncertain or irregular duration) except a casual employee shall not be a Covered Employee with respect to the Health and Welfare Fund if the collective bargaining agreement explicitly excludes casual employees from participation in the Health and Welfare Fund. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).

8. The Employer agrees to remit contributions on behalf of each Covered Employee for any period he/she receives, or is entitled to receive, compensation (regardless of whether the employment relationship is terminated), including show up time, overtime pay, holiday pay, disability or illness pay, layoff/severance pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance/arbitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-employed service member or former service member but for his or her absence during a period of uniformed service as defined at 32 C.F.R. §104.3.

9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a delinquency, a) the Employer shall be obligated to pay interest on the monies due to the Fund(s) from the date when payment was due to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), including, but not limited to, attorneys' fees and costs and b) at the option of the Trustees or their delegated representative, the payment of contributions that accrue after the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered workforce on time, the Employer must pay the contributions billed by the Health and Welfare Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.

10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If litigation is required to either obtain access to the Employer's records or to collect additional billings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).

11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement.

12. The Employer acknowledges that it is aware of the Fund(s) adverse selection rule (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.

13. This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Illinois ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's liability.

14. This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.
IN WITNESS WHEREOF, said Employer and Union have caused this Instrument to be executed by their duly authorized representatives, the day and year first above written.

Bakers Gas & Welding Supplies

Local Union No. 283

Redacted by U.S. Department of the Treasury

Printed Name and Title

\[10/25/12\]

Date

\[10/24/12\]

Date

300 Howard St

Complete Address of Employer

313-383-5690 313-383-7582

Telephone Number  Fax Number

38-1419864

Federal Employer Identification Number

If the Employer is signatory to a National or Group Contract, indicate the name of such Contract:

Is the Employer an itinerant construction company working on a project or on a seasonal basis?  Yes  No

RECEIVED

NOV 02 2012

CONTRACT DEPARTMENT
PARTICIPATION AGREEMENT

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS
PENSION FUND/HEALTH AND WELFARE FUND

9377 WEST HIGGINS ROAD
ROSEMONT, ILLINOIS 60018-4938

PHONE: (847) 518-9800

ACCOUNT NUMBER: 66 0.11 00 00 00 00 24 7 74

THIS AGREEMENT sets forth the terms under which the Employer will participate in the Central States, Southeast and Southwest Areas Pension Fund ("Pension Fund") and/or the Central States, Southeast and Southwest Areas Health and Welfare Fund ("Health and Welfare Fund") in accordance with its collective bargaining agreement with the Union covering the following job classification(s):

and any other job classification covered by the collective bargaining agreement.

1. The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health and Welfare Fund and all amendments subsequently adopted as well as all rules and regulations presently in effect or subsequently adopted by the Trustees of the Fund(s) and accept the respective Employer and Employee Trustees and their successors.

2. The Employer shall contribute to the Pension Fund for each Covered Employee at the following rates:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>6/1/13</td>
<td>$56.10 daily</td>
</tr>
<tr>
<td>6/1/14</td>
<td>$58.30 daily</td>
</tr>
<tr>
<td>6/1/15</td>
<td>$60.60 daily</td>
</tr>
<tr>
<td>6/1/16</td>
<td>$62.00 daily</td>
</tr>
<tr>
<td>6/1/17</td>
<td>$64.50 daily</td>
</tr>
</tbody>
</table>

3. The Employer shall contribute to the Health and Welfare Fund for each Covered Employee at the following rates:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

4. Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the periods when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to either the execution of a new collective bargaining agreement or the termination of this Agreement shall be the rates in effect on the last day of the term prior to collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.

5. This Agreement and the obligation to pay contributions to the Fund(s) shall continue after the termination of a collective bargaining agreement except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until a) the Trustees decide to terminate the participation of the Employer and provide written notice of their decision to the Employer specifying the date of termination of participation or b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s)'s Contracts Department at the address specified above sent by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute or c) the date the NLRB certifies the result of an election that terminates the Union's representative status or d) the date the Union's representative status terminates through a valid disclaimer of interest. In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund. In the event an NLRB election or disclaimer of interest referred to in c) or d) relates to only part of the bargaining unit, this Agreement shall remain in effect with respect to the remainder of the bargaining unit.

37.10.141
6. When a new collective bargaining agreement is signed by the Employer and the Union, the Employer shall promptly submit the entire agreement or modification to the Fund(s) in accordance with the procedures set forth in the Fund(s)' Contracts Department by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall alone remain effective. The following agreements shall not be valid: a) an agreement that purports to retroactively eliminate or reduce the Employer's statutory or contractual duty to contribute to the Fund(s); b) an agreement that purports to prospectively reduce the contribution rate payable to the Pension Fund or c) an agreement that purports to prospectively eliminate the duty to contribute to the Pension Fund during the stated term of a collective bargaining agreement that has been accepted by the Pension Fund.

7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e. short term employees who work for uncertain or irregular duration), except a casual employee shall not be a Covered Employee with respect to the Health and Welfare Fund if the collective bargaining agreement explicitly excludes casual employees from participation in the Health and Welfare Fund. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).

8. The Employer agrees to remit contributions on behalf of each Covered Employee for any period during which the covered employee is entitled to receive compensation, regardless of whether the employment relationship is terminated, including those on leave without pay, on family leave, disability leave, or illness, layoff, severance, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance/arbitration proceeding or other proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay all contributions that would have otherwise been paid on any Covered Employee who is a re-employment service member but for his or her absence during a period of unemployment as defined at 22 C.F.R. §104.3.

9. On or before the 15th day of each month, the Employer must report to the Fund(s) any changes in the Covered Employee workforce (including, but not limited to, new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a delinquency, the employer shall be obligated to pay interest on the monies due to the Fund(s) from the date when payment was due to the date when payment is made, together with all expenses of collection incurred by the Fund(s), including, but not limited to, attorneys' fees and costs and b) at the option of the Trustees or their delegate representative, the payment of contributions that accrue after the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered workforce on time, the Employer must pay the contributions billed by the Health and Welfare Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.

10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If the Employer is required to keep or maintain records or to collect additional billings that result from the review of its records, the cost incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).

11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement.

12. The Employer acknowledges that it is aware of the Fund(s)' adverse selection rule (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.

13. This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Illinois ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's liability.

14. This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.
IN WITNESS WHEREOF, said Employer and Union have caused this Instrument to be executed by their duly authorized representatives, the day and year first above written.

J.J. Barney Construction, Inc.

Redacted by U.S. Department of the Treasury

Printed Name and Title

6-17-13

Date

2397 Dwyerdale Rd., Ste 101
Rochester Hills, MI 48309

Complete Address of Employer

248-844-5460 248-844-5468

Telephone Number  Fax Number

38-31617461

Federal Employer Identification Number

If the Employer is signatory to a National or Group Contract, indicate the name of such Contract:
AGC of Michigan, Non-associated Employee

Is the Employer an itinerant construction company working on a project or on a seasonal basis? Yes ________ No ________
PARTICIPATION AGREEMENT

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND
HEALTH AND WELFARE FUND
9377 WEST HIGGINS ROAD
ROSEMONT, ILLINOIS 60018-6838
PHONE: (847) 518-9800

ACCOUNT NUMBER: ____________________________

THIS AGREEMENT sets forth the terms under which the Employer will participate in the Central States, Southeast and Southwest Areas Pension Fund ("Pension Fund") and/or the Central States, Southeast and Southwest Areas Health and Welfare Fund ("Health and Welfare Fund") in accordance with its collective bargaining agreement with the Union covering the following job classification(s): ________________________

and any other job classification covered by the collective bargaining agreement.

1. The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health and Welfare Fund and all amendments subsequently adopted as well as all rules and regulations presently in effect or subsequently adopted by the Trustees of the Fund(s) and accept the respective Employer and Employee Trustees and their successors.

2. The Employer shall contribute to the Pension Fund for each Covered Employee at the following rates:

   Effective Date: _______ Rate: ____________
   Effective Date: 5/1/15 Rate: ____________
   Effective Date: 5/1/16 Rate: ____________
   Effective Date: _______ Rate: ____________

3. The Employer shall contribute to the Health and Welfare Fund for each Covered Employee at the following rates:

   Effective Date: _______ Rate: ____________
   Effective Date: 5/1/15 Rate: not to exceed ____________
   Effective Date: 5/1/16 Rate: not to exceed ____________
   Effective Date: _______ Rate: ____________

4. Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the periods when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to either the execution of a new collective bargaining agreement or the termination of this Agreement, shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.

5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until a) the Trustees decide to terminate the participation of the Employer and provide written notice of their decision to the Employer specifying the date of termination of participation or b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s)' Contracts Department or the address specified above sent by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute or c) the date the NLRB certifies the result of an election that terminates the Union's representative status or d) the date the Union's representative status terminates through a valid disclaimer of interest. In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund. In the event an NLRB election or disclaimer of interest referred to in c) or d) relates to only part of the bargaining unit, this Agreement shall remain in effect with respect to the remainder of the bargaining unit.
6. When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s) Contracts Department by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall alone remain enforceable. The following agreements shall not be valid: a) an agreement that purports to retroactively eliminate or reduce the Employer's statutory or contractual duty to contribute to the Fund(s); b) an agreement that purports to prospectively reduce the contribution rate payable to the Pension Fund or c) an agreement that purports to prospectively eliminate the duty to contribute to the Pension Fund during the stated term of a collective bargaining agreement that has been accepted by the Pension Fund.

7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e. short-term employees who work for uncertain or irregular duration) except a casual employee shall not be a Covered Employee with respect to the Health and Welfare Fund if the collective bargaining agreement explicitly excludes casual employees from participation in the Health and Welfare Fund. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).

8. The Employer agrees to remit contributions on behalf of each Covered Employee for any period he/she receives, or is entitled to receive, compensation (regardless of whether the employment relationship is terminated), including show up time, overtime pay, holiday pay, disability or illness pay, layoff/severance pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievances/arbitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-employed service member or former service member but for his or her absence during a period of uniformed service as defined at 32 C.F.R. §1043.

9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a delinquency, the Employer shall be obligated to pay interest on the money due to the Fund(s) from the date when payment was due to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), including, but not limited to, attorneys' fees and costs and b) at the option of the Trustees or their delegated representative, the payment of contributions that accrued after the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered workforce on time, the Employer must pay the contributions billed by the Health and Welfare Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.

10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If litigation is required to either obtain access to the Employer's records or to collect additional billing that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).

11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement.

12. The Employer acknowledges that it is aware of the Fund(s) adverse selection rule (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.

13. This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Illinois ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's liability.

14. This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.
BY WITNESSES WHEREOF, said Employer and Union have caused this Instrument to be executed by their duly authorized representatives, the day and year first above written.

[Signature]
Employer Name

Local Union No. 722

[Signature]
Representative Signature

[Name]
Printed Name and Title

[Address]
Complete Address of Employer:

[Telephone Number]
Telephone Number

[Fax Number]
Fax Number

[Employer Identification Number]
Federal Employer Identification Number

If the Employer is a party to a National or Group Contract, indicate the name of such Contract:

Articles of Construction Agreement between Illinois Valley Contractors and Teamsters

Downstate Illinois Construction Industry Negotiating Committee

Is the Employer an Illinois construction company working on a project or on a seasonal basis? Yes    No
PARTICIPATION AGREEMENT

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS
PENSION FUND/HEALTH AND WELFARE FUND
9377 WEST HIGGINS ROAD
ROSEMONT, ILLINOIS 60018-4938
PHONE: (847) 518-9800

ACCOUNT NUMBER: 0608350-0407-00247B

THIS AGREEMENT sets forth the terms under which the Employer will participate in the Central States, Southeast and Southwest Areas Pension Fund ("Pension Fund") and/or the Central States, Southeast and Southwest Areas Health and Welfare Fund ("Health and Welfare Fund") in accordance with its collective bargaining agreement with the Union covering the following job classification(s):

and any other job classification covered by the collective bargaining agreement.

1. The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health and Welfare Fund and all amendments subsequently adopted as well as all rules and regulations presently in effect or subsequently adopted by the Trustees of the Fund(s) and accept the respective Employer and Employee Trustees and their successors.

2. The Employer shall contribute to the Pension Fund for each Covered Employee at the following rates:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate:</th>
</tr>
</thead>
<tbody>
<tr>
<td>4/1/13</td>
<td>$49.90 day/$249.50 week max</td>
</tr>
<tr>
<td>4/1/14</td>
<td>$53.90 day/$269.50 week max</td>
</tr>
<tr>
<td>4/1/15</td>
<td>$58.20 day/$291.00 week max</td>
</tr>
</tbody>
</table>

3. The Employer shall contribute to the Health and Welfare Fund for each Covered Employee at the following rates:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

4. Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the periods when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to either the execution of a new collective bargaining agreement or the termination of this Agreement, shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.

5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until a) the Trustees decide to terminate the participation of the Employer and provide written notice of their decision to the Employer specifying the date of termination of participation or b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s)' Contracts Department at the address specified above sent by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute or c) the date the NLRB certifies the result of an election that terminates the Union's representative status or d) the date the Union's representative status terminates through a valid disclaimer of interest. In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund. In the event an NLRB election or disclaimer of interest referred to in c) or d) relates to only part of the bargaining unit, this Agreement shall remain in effect with respect to the remainder of the bargaining unit.
6. When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s)' Contracts Department by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall alone remain enforceable. The following agreements shall not be valid. a) an agreement that purports to retroactively eliminate or reduce the Employer's statutory or contractual duty to contribute to the Fund(s); b) an agreement that purports to prospectively reduce the contribution rate payable to the Pension Fund or c) an agreement that purports to prospectively eliminate the duty to contribute to the Pension Fund during the stated term of a collective bargaining agreement that has been accepted by the Pension Fund.

7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e. short term employees who work for uncertain or irregular duration) except a casual employee shall not be a Covered Employee with respect to the Health and Welfare Fund if the collective bargaining agreement explicitly excludes casual employees from participation in the Health and Welfare Fund. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).

8. The Employer agrees to remit contributions on behalf of each Covered Employee for any period he/she receives, or is entitled to receive, compensation (regardless of whether the employment relationship is terminated), including show up time pay, overtime pay, holiday pay, disability or illness pay, layoff/severance pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance/arbitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is re-employed service member or former service member but for his or her absence during a period of uniformed service as defined at 32 C.F.R. §104.3.

9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a delinquency, a) the Employer shall be obligated to pay interest on the monies due to the Fund(s) from the date when payment was due to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), including, but not limited to, attorneys' fees and costs and b) at the option of the Trustees or their delegated representative, the payment of contributions that accrue after the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered workforce on time, the Employer must pay the contributions billed by the Health and Welfare Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.

10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If litigation is required to either obtain access to the Employer's records or to collect additional billings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).

11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement.

12. The Employer acknowledges that it is aware of the Fund(s)' adverse selection rule (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.

13. This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Illinois ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's liability.

14. This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.
IN WITNESS WHEREOF, said Employer and Union have caused this Instrument to be executed by their duly authorized representatives, the day and year first above written.

Printed Name and Title

Date
6/20/13

Local Union No. 247

Printed Name and Title

Date
6-20-13

RECEIVED

JUL 10 2013

CONTRACT

DEPARTMENT

If the Employer is signatory to a National or Group Contract, indicate the name of such Contract:

Is the Employer an itinerant construction company working on a project or on a seasonal basis? Yes _______ No _______
# Participation Agreement

## Central States, Southeast and Southwest Areas Pension Fund Health and Welfare Fund

### 9377 West Higgins Road

**Rosedale, Illinois 60018-4938**

**Phone:** (847) 518-9680

---

**THIS AGREEMENT sets forth the terms under which the Employer will participate in the Central States, Southeast and Southwest Areas Pension Fund ("Pension Fund") and/or the Central States, Southeast and Southwest Areas Health and Welfare Fund ("Health and Welfare Fund") in accordance with its collective bargaining agreement with the Union covering the following job classification only: **Truck Drivers** and any other job classification covered by the collective bargaining agreement.**

1. **The Union and the Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health and Welfare Fund, all rules and regulations and the interpretation of these rules and regulations adopted by the Trustees of the Trust(s) and accepted by the respective Employer and Employee Trustees and their successors.**

2. **The Employer shall contribute to the Pension Fund for each Covered Employee at the following rates:**

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>January 1, 2006</td>
<td>$124.00 per week</td>
</tr>
<tr>
<td>January 1, 2007</td>
<td>$132.70 per week</td>
</tr>
<tr>
<td>January 1, 2008</td>
<td>$142.00 per week</td>
</tr>
</tbody>
</table>

3. **The Employer shall contribute to the Health and Welfare Fund for each Covered Employee at the following rates:**

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>W/A</td>
<td></td>
</tr>
</tbody>
</table>

---

**Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall terminate only if the Trustees decide to terminate the participation of the Employer and provide written notice of this decision to the Employer specifying the date of termination of participation or if the Employer is no longer obligated to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s) Contract Department at the address specified above by certified mail with return receipt requested which states the reason why the Employer is no longer obligated to contribute or if the date the NRAF determines that the Union is no longer obligated to contribute or if the date the Union's representative status terminates through a valid disclaimer or other plan. In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in (a) or (b) is related to only one Fund, then this Agreement shall remain in effect with respect to the other Fund. In the event an NRAF election or a declaration of intent is referred to in (c) or (d) relates to only one of the bargaining units, this Agreement shall remain in effect with respect to the remainder of the bargaining unit.**

---

**37.10.150**

**Page 1**
8. The Employer agrees to remit contributions on behalf of each Covered Employee for any period to the Fund(s) or any change in the Covered Employee workforce (including, but not limited to, new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month in the event of a delinquency, a) the Employer shall be obligated to pay interest on the monies due to the Fund(s) from the date when payment was due to the date when payment is made, together with all expenses of collection incurred by the Fund(s), including, but not limited to, attorneys’ fees and costs and b) if the amount of the Trustee or their delegate represents the payment of contributions that accrue after the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered workforce on time, the Employer must pay the contributions billed by the Health and Welfare Fund regardless of actual terminations, separations, layoffs or other changes in the workforce. The Trustee reserves the right to terminate the participation of any Employer that fails to timely pay required contributions.

9. On or before the 15th day of each month, the Employer shall report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to, new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month in the event of delinquency, a) the Employer shall be obligated to pay interest on the monies due to the Fund(s) from the date when payment was due to the date when payment is made, together with all expenses of collection incurred by the Fund(s), including, but not limited to, attorneys’ fees and costs and b) at the option of the Trustee or their delegate and representative, the payment of contributions that accrue after the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered workforce on time, the Employer must pay the contributions billed by the Health and Welfare Fund regardless of actual terminations, separations, layoffs or other changes in the workforce. The Trustee reserves the right to terminate the participation of any Employer that fails to timely pay required contributions.

10. The Employer shall provide the Trustee with access to its payroll records and other pertinent records when requested by the Fund(s). If litigation is required to obtain access to the Trustee’s records or collect additional information that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys’ fees and costs incurred by the Fund(s).

11. The Trustee shall not be required to submit any dispute concerning the Employer’s obligations to pay contributions to any grievance arbitration procedure set forth in any collective bargaining agreement.

12. The Employer acknowledges that it is aware of the Fund(s) adverse selection rule (including Special Bulletin 82-7) and agrees that while the Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.

13. This Agreement shall be construed in accordance with the laws of the United States. In all suits brought by the Trustee to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Illinois ten-year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to unpaid contributions until such time as the Fund(s) receive written notice of the existence of the Employer’s obligations.

14. This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of the Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.

IN WITNESS WHEREOF, said Employer and Union have caused this instrument to be executed by their duly authorized representatives, the day and year first above written.

Barry Trucking, Inc. (Special Services Div.)

Redacted by U.S. Department of the Treasury

Date: 5/2/2006
120 East National Avenue
Milwaukee, WI 53201-1848
Complete Address of Employer

Telephone Number: 274-6160
Fax Number: 274-6150

Federal Employer Identification Number: 379-31/48-57

Local Union No: 280

Redacted by U.S. Department of the Treasury

Date: 4/27/06

S. E. M. i.

If the Employer is signatory to a National or Group Contract, indicate the name of such Contract:

If the Employer is signatory to a National or Group Contract, the name of such Contract:

As the Employer an independent construction company working on a project or on a seasonal basis: Yes No X

RECEIVED
MAY 11 2006
CONTRACT DEPARTMENT

37.10.151
PARTICIPATION AGREEMENT

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND/HEALTH AND WELFARE FUND
9377 WEST HIGGINS ROAD
ROSEMONT, ILLINOIS 60018-4936
PHONE: (347) 618-9900

ACCOUNT NUMBER:

THIS AGREEMENT sets forth the terms under which the Employer will participate in the Central States, Southeast and Southwest Areas Pension Fund ("Pension Fund") and/or the Central States, Southeast and Southwest Areas Health and Welfare Fund ("Health and Welfare Fund") in accordance with its collective bargaining agreement with the Union covering the following job classification(s):

and any other job classification covered by the collective bargaining agreement.

1. The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health and Welfare Fund and all amendments subsequently adopted as well as all rules and regulations presently in effect or subsequently adopted by the Trustees of the Fund(s) and accept the respective Employer and Employee Trustees and their successors.

2. The Employer shall contribute to the Pension Fund for each Covered Employee at the following rates:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>November 18, 2013</td>
<td>$62.90 per week</td>
</tr>
<tr>
<td>November 18, 2014</td>
<td>$66.00 per week</td>
</tr>
<tr>
<td>November 18, 2015</td>
<td>$68.50 per week</td>
</tr>
</tbody>
</table>

3. The Employer shall contribute to the Health and Welfare Fund for each Covered Employee at the following rates:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

4. Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the periods when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to either the execution of a new collective bargaining agreement or the termination of this Agreement, shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.

5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until a) the Trustees decide to terminate the participation of the Employer and provide written notice of their decision to the Employer specifying the date of termination of participation or b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s)' Contract Department at the address specified above sent by certified mail with return receipt requested which describes the reasons why the Employer is no longer obligated to contribute or c) the date the NLRB certifies the result of an election that terminates the Union's representative status or d) the date the Union's representative status terminates through a valid disclaimer of interest. In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund. In the event an NLRB election or disclaimer of interest referred to in c) or d) relates to only part of the bargaining unit, this Agreement shall remain in effect with respect to the remainder of the bargaining unit.
8. When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s) Contracts Department by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and the Agreement and the written agreement(s) that has been submitted to the Fund(s) shall remain enforceable. The following agreements shall not be valid: a) an agreement that purports to retroactively eliminate or reduce the Employer's statutory or contributory duty to contribute to the Fund(s); b) an agreement that purports to prospectively reduce the contribution rate payable to the Pension Fund or c) an agreement that purports to prospectively eliminate the duty to contribute to the Pension Fund during the stated term of a collective bargaining agreement that has been accepted by the Pension Fund.

7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e. short term employees who work for uncertain- or irregular-duration), except casual employees shall not be a Covered Employee with respect to the Health and Welfare Fund if the collective bargaining agreement explicitly excludes casual employees from participation in the Health and Welfare Fund. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).

8. The Employer agrees to remit contributions on behalf of each Covered Employee for any period he/she receives, or is entitled to receive, compensation (regardless of whether the employment relationship is terminated), including show up time pay, overtime pay, holiday pay, disability or illness pay, layoff/severance pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance/arbitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would otherwise been paid on any Covered Employee who is a reemployed service member or former service member but for his or her absence during a period of uniformed service as defined at 32 C.F.R. §104.3.

9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employees workforce (including, but not limited to new hires, layoffs or terminations) which occurred during the prior month and must pay contributions owed for the prior month. In the event of a delinquency, a) the Employer shall be obligated to pay interest on the monies due to the Fund(s) from the date when payment was due to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), including, but not limited to attorneys fees and costs and b) at the option of the Trustees or their delegated representative, the payment of contributions that accrue after the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered workforce on time, the Employer must pay the contributions billed by the Health and Welfare Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.

10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If litigation is required to obtain access to the Employer's records or to collect additional billed amounts, the record from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys fees and costs incurred by the Fund(s).

11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement.

12. The Employer acknowledges that it is aware the Fund(s)'s adverse selection rule (including Special Bulletin 80-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.

13. This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Illinois ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's liability.

14. This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of the Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.
IN WITNESS WHEREOF, said Employer and Union have caused this instrument to be executed by their duly authorized representatives, the day and year first above written.

Bassett Transportation dba A & C Carriers, Inc.

Local Union No. 007

Redacted by U.S. Department of the Treasury

Redacted by U.S. Department of the Treasury

Firm Name and Title

Date
10 Feb 2014

3730 Wyoming Avenue, Suite A

Z-10-14

Dearborn, Michigan 48126

Date

Complete Address of Employer

Federal Employer Identification Number

If the Employer is signatory to a National or Group Contract, indicate the name of such Contract:

Telephone Number

Fax Number

Is the Employer an itinerant construction company working on a project or on a seasonal basis? Yes ______ No ________
PARTICIPATION AGREEMENT

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND
HEALTH AND WELFARE FUND
9377 WEST HOGANS ROAD
ROSEMONT, ILLINOIS 60018-4938
PHONE: (630) 618-9800

ACCOUNT NUMBER:

This Agreement sets forth the terms under which the Employer will participate in the Central States, Southeast and Southwest Areas Pension Fund ("Pension Fund") and/or the Central States, Southeast and Southwest Areas Health and Welfare Fund ("Health and Welfare Fund") in accordance with its collective bargaining agreement with the Union covering the following job classification(s):

and any other job classification covered by the collective bargaining agreement.

1. The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health and Welfare Fund and all amendments subsequently adopted as well as all rules and regulations presently in effect or subsequently adopted by the Trustees of the Fund(s) and accept the respective Employer and Employee Trustees and their successors.

2. The Employer shall contribute to the Pension Fund for each Covered Employee at the following rates:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>November 15, 2013</td>
<td>$82.00 per week</td>
</tr>
<tr>
<td>November 15, 2014</td>
<td>$85.60 per week</td>
</tr>
<tr>
<td>November 15, 2015</td>
<td>$89.50 per week</td>
</tr>
</tbody>
</table>

3. The Employer shall contribute to the Health and Welfare Fund for each Covered Employee at the following rates:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

4. Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the period when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to either the execution of a new collective bargaining agreement or the termination of this Agreement, shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.

5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until a) the Trustees decide to terminate the participation of the Employer and provide written notice of their decision to the Employer specifying the date of termination of participation or b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s)' Contracts Department at the address specified above sent by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute or c) the date the NLRB certifies the result of an election that terminates the Union's representative status or d) the date the Union's representative status terminates through a valid disclaimer of interest. In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund. In the event an NLRB election or disclaimer of interest referred to in c) or d) relates to only part of the bargaining unit, this Agreement shall remain in effect with respect to the remainder of the bargaining unit.
6. When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s) Contract Department by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer's contribution obligations which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the fund(s) shall remain enforceable. The following agreements shall not be valid: (a) an agreement that purports to retroactively eliminate or reduce the Employer's statutory or contractual duty to contribute to the Fund(s); (b) an agreement that purports to prospectively reduce the contribution rate payable to the Pension Fund or (c) an agreement that purports to prospectively eliminate the duty to contribute to the Pension Fund during the stated term of a collective bargaining agreement that has been accepted by the Pension Fund.

7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e. short term employees who work for uncertain or irregular duration except a casual employee shall not be a Covered Employee with respect to the Health and Welfare Fund if the collective bargaining agreement explicitly excludes casual employees from participation in the Health and Welfare Fund. Covered Employees shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).

8. The Employer agrees to remit contributions on behalf of each Covered Employee for any period he/she receives, or is entitled to receive, compensation (regardless of whether the employment relationship is terminated), including show up time pay, overtime pay, holiday pay, disability or illness pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance/arbitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall be made to the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-employed service member or former service member but for his or her absence during a period of uniformed service as defined at 32 C.F.R. §104.3.

9. On or before the 15th day of each month, the Employer must report to the Fund(s) any changes in the Covered Employees' work force (including, but not limited to new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a delinquency, the Employer shall be obligated to pay interest on the monies due to the Fund(s) from the date when payment was due to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), including, but not limited to, attorneys' fees and costs and b) at the option of the Trustees or their designated representative, the payment of contributions that accrue after the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered workforce on time, the Employer must pay the contributions billed by the Health and Welfare Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.

10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If negotiation is required to either obtain access to the Employer's records or to collect additional billings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).

11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement.

12. The Employer acknowledges that it is aware of the Fund(s') adverse selection rule (including Special Bulletin 80-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.

13. This Agreement shall be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Illinois tax year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's liability.

14. This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.
IN WITNESS WHEREOF, said Employer and Union have caused this instrument to be executed by their duly authorized representatives, the day and year first above written.

Bessetti Transportation dba A & C Carriers, Inc.

Date: 10 Feb 2014

3730 Wyoming Avenue, Suite A
Dearborn, Michigan 48120

Complete Address of Employer

Telephone Number
Fax Number

Federal Employer Identification Number

If the Employer is signatory to a National or Group Contract, indicate the name of such Contract:

Is the Employer an itinerant construction company working on a project or on a seasonal basis? Yes No

RECEIVED

FEB 27 2014
CONTRACT DEPARTMENT
PARTICIPATION AGREEMENT

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND

HEALTH AND WELFARE FUND

9377 WEST HOGGIN ROAD

ROSEMONT, ILLINOIS 60018-4636

PHONE: (847) 518-9800

EMPLOYER TRUSTEES

ROBERT CALHOUN

JOHN W. SIMON

ROBERT J. WELLS

PHILIP YOUNG

EMPLOYEE TRUSTEES

ANDREW M. MACDONALD

ANNE D. KIESON

ANDREW M. MACDONALD

TRUSTEE EXECUTIVE DIRECTOR

ROBERT J. WELLS

THIS AGREEMENT sets forth the terms under which the Employer will participate in the Central States, Southeast and Southwest Areas Pension Fund ("Pension Fund") and the Central States, Southeast and Southwest Areas Health and Welfare Fund ("Health and Welfare Fund") in accordance with its collective bargaining agreement with the Union covering the job classification(s) of:

and any other job classification(s) covered by the collective bargaining agreement.

1. The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health and Welfare Fund, all rules and regulations promulgated in effect or subsequently adopted by the Trustees of the Fund(s), and accept the respective Employer and Employee Trustees and their successors.

2. The Employer shall contribute to the Pension Fund per week $124.00 (chose one of the "Contribution Periods") for each Covered Employee at the following rates:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>6/1/2003</td>
<td>$124.00</td>
</tr>
<tr>
<td>6/1/2004</td>
<td>$136.00</td>
</tr>
<tr>
<td>6/1/2005</td>
<td>$156.00</td>
</tr>
<tr>
<td>6/1/2006</td>
<td>$166.00</td>
</tr>
<tr>
<td>6/1/2007</td>
<td>$176.00</td>
</tr>
</tbody>
</table>

3. The Employer shall contribute to the Health and Welfare Fund per week (the "Contribution Period") for each Covered Employee at the following rates:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

4. Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the periods when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to the expiration of a new collective bargaining agreement shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or clause.

5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement and during a strike except for contributions that are due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until either: (a) the Trustees decide to terminate the Agreement and provide written notice of their decision to the Employer, or (b) the Employer is no longer obligated to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Employer's Contracts Department at the address specified above, of the decision to terminate the Agreement and the Fund(s) are entitled to maintain and administer the Plan(s) as provided in the Agreement. If the Employer is no longer obligated to contribute, in the event the Employer participates in both the Pension Fund and the Health and Welfare Fund, the termination referred to in (a) or (b) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund.

6. When a new collective bargaining agreement is signed by the Employer and the Union, the Employer shall promptly present the entire agreement of modification to the Fund(s) and the Employer shall promptly present the entire agreement to the Trustees and the Fund(s) and the Collective Bargaining Agreement(s) that have been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) that have been submitted to the Fund(s) shall alone remain enforceable.

7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered or by collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e. short term employees who work for uncertain or irregular periods) unless the collective bargaining agreement expressly excludes contributions on casual employees. Covered Employees shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).
The Employer agrees to remit contributions on behalf of each Covered Employee who receives, or is entitled to receive, compensation for any part of the Benefit Period (regardless of whether the employment relationship is terminated), including all earnings, overtime pay, holiday pay, disability or illness pay, vacation pay, or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance arbitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due until the Covered Employee completes the specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made by the Fund(s) on behalf of any Covered Employee who is not receiving due to illness or injury or if the Fund(s) is not entitled to compensation. The Employer shall pay any contributions that would otherwise have been paid on any Covered Employee who is a re-employed service member of former service member but for his or her absence during a period of uniformed service as defined at 10 C.F.R. § 104.3.

On or before the 15th day of each month, the Employer must report to the Fund(s) any changes in the Covered Employee workforce (including, but not limited to, new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a delinquency of the Employer shall be obligated to pay interest on the amounts due to the Fund(s) from the date when payment was due, to the date when payment is made, together with all expenses of collection incurred by the Fund(s), including, but not limited to, attorneys’ fees and costs and b) at the option of the Trustees or their designated representative, the payment of contributions that accrue to the Employer has become delinquent. The contribution owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered workforce on time, the Employer must pay the contributions based on the Health and Welfare Fund records of actual terminations, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.

The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If arbitration is required to obtain access to the Employer’s records or to collect additional amounts that are due but not from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys’ fees and costs incurred by the Fund(s).

The Trustees shall not be required to submit any dispute concerning the Employer’s obligations to pay contributions to a grievance arbitration procedure set forth in any collective bargaining agreement.

The Employer acknowledges that it is aware of the Fund(s) adverse selection rules (including Special Bulletin 90-7) and agrees that while the Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rules.

This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of the Agreement, including actions to collect delinquent contributions or to conduct audits, the Employer is subject to the jurisdiction of the courts of the State in which the Employer is located. The Employer agrees that service of process or notice of such action shall be effective upon receipt thereof. The Employer shall not bring any action against the Fund(s) unless the Employer has received written notice of the existence of the Employer’s liability.

This Agreement may not be orally modified or terminated. To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, the Participation Agreement shall control.

IN WITNESS WHEREOF, said Employer and Union have caused the instrument to be executed by their duly authorized representatives, the day and year first above written.

Redacted by U.S. Department of the Treasury

Redacted by U.S. Department of the Treasury
PARTICIPATION AGREEMENT

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND/HEALTH AND WELFARE FUND
9377 WEST HIGGINS ROAD
ROSEMONT, ILLINOIS 60018-4936
PHONE: (847) 518-9800

ACCOUNT NUMBER: 0639800-0208-00247A

THIS AGREEMENT sets forth the terms under which the Employer will participate in the Central States, Southeast and Southwest Areas Pension Fund ("Pension Fund") and/or the Central States, Southeast and Southwest Areas Health and Welfare Fund ("Health and Welfare Fund") in accordance with its collective bargaining agreement with the Union covering the following job classification(s):

and any other job classification covered by the collective bargaining agreement.

1. The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health and Welfare Fund and all amendments subsequently adopted as well as all rules and regulations presently in effect or subsequently adopted by the Trustees of the Fund(s) and accept the respective Employer and Employee Trustees and their successors.

2. The Employer shall contribute to the Pension Fund for each Covered Employee at the following rates:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>6/1/13</td>
<td>$55.10 daily</td>
</tr>
<tr>
<td>6/1/14</td>
<td>$57.30 daily</td>
</tr>
<tr>
<td>6/1/15</td>
<td>$59.60 daily</td>
</tr>
<tr>
<td>6/1/16</td>
<td>$62.00 daily</td>
</tr>
<tr>
<td>6/1/17</td>
<td>$64.50 daily</td>
</tr>
</tbody>
</table>

3. The Employer shall contribute to the Health and Welfare Fund for each Covered Employee at the following rates:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>not applicable</td>
<td></td>
</tr>
</tbody>
</table>

4. Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the periods when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to either the execution of a new collective bargaining agreement or the termination of this Agreement, shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.

5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until a) the Trustees decide to terminate the participation of the Employer and provide written notice of their decision to the Employer specifying the date of termination of participation or b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s) Contracts Department at the address specified above sent by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute or c) the date the NLRB certifies the result of an election that terminates the Union's representative status or d) the date the Union's representative status terminates through a valid disclaimer of interest. In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund. In the event an NLRB election or disclaimer of interest referred to in c) or d) relates to only part of the bargaining unit, this Agreement shall remain in effect with respect to the remainder of the bargaining unit.
6. When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s)’ Contracts Department by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer’s contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall alone remain enforceable. The following agreements shall not be valid: a) an agreement that purports to retroactively eliminate or reduce the Employer’s statutory or contractual duty to contribute to the Fund(s); b) an agreement that purports to prospectively reduce the contribution rate payable to the Pension Fund or c) an agreement that purports to prospectively eliminate the duty to contribute to the Pension Fund during the stated term of a collective bargaining agreement that has been accepted by the Pension Fund.

7. For purposes of this Agreement, the term “Covered Employee” shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e. short term employees who work for uncertain or irregular duration) except a casual employee shall not be a Covered Employee with respect to the Health and Welfare Fund if the collective bargaining agreement explicitly excludes casual employees from participation in the Health and Welfare Fund. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).

8. The Employer agrees to remit contributions on behalf of each Covered Employee for any period he/she receives, or is entitled to receive, compensation (regardless of whether the employment relationship is terminated), including show up time pay, overtime pay, holiday pay, disability or illness pay, layoff/severance pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance/arbitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-employed service member or former service member but for his or her absence during a period of uniformed service as defined at 32 C.F.R. §104.3.

9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a delinquency, a) the Employer shall be obligated to pay interest on the monies due to the Fund(s) from the date when payment was due to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), including but not limited to, attorneys’ fees and costs and b) at the option of the Trustees or their delegated representative, the payment of contributions that accrue after the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered workforce on time, the Employer must pay the contributions billed by the Health and Welfare Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.

10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If litigation is required to either obtain access to the Employer’s records or to collect additional billings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys’ fees and costs incurred by the Fund(s).

11. The Trustees shall not be required to submit any dispute concerning the Employer’s obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement.

12. The Employer acknowledges that it is aware of the Fund(s)’ adverse selection rule (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.

13. This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Illinois ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer’s liability.

14. This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.
IN WITNESS WHEREOF, said Employer and Union have caused this Instrument to be executed by their duly authorized representatives, the day and year first above written.

Bayview Electric

Redacted by U.S. Department of the Treasury

Date: 11-25-13
12230 Dixie Street
Detroit, MI 48239
Complete Address of Employer

(313) 255-5252 (313) 255-3460
Telephone Number Fax Number

83-0396400
Federal Employer Identification Number

If the Employer is signatory to a National or Group Contract, indicate the name of such Contract:
AGC of Michigan, Non-associated Employer

Is the Employer an itinerant construction company working on a project or on a seasonal basis? Yes _____ No _____

Local Union No. 247

Redacted by U.S. Department of the Treasury

Date: 1-10-74

RECEIVED

JAN 14 2014
CONTRACT DEPARTMENT
PARTICIPATION AGREEMENT

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND
HEALTH AND WELFARE FUND
4507 WEST HIGGINS ROAD
ROSEMONT, ILLINOIS 60018-4938
PHONE: (630) 518-5900

EMPLOYER TRUSTEES
PAUL J. KEEGAN
KENT H. NOYORI
CHARLES A. MAYER
PHILIP E. YOUNG
EMPLOYER TRUSTEES
HOWARD WEISMAN
ARTHUR P. BLAKE, JR.
DON J. NETTLETON
DAVID F. COLDWELL
DIANE O’FALLON
JANNESE J. JANSON
EXECUTIVE DIRECTOR
THOMAS C. MYHAN

THIS AGREEMENT sets forth the terms under which the Employer will participate in the Central States, Southeast and Southwest Areas Pension Fund ("Pension Fund") and/or the Central States, Southeast and Southwest Areas Health and Welfare Fund ("Health and Welfare Fund") in accordance with its collective bargaining agreement with the Union covering the following job classification(s):
Drivers, Helpers, Mechanics
and any other job classification covered by the collective bargaining agreement.

1. The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health and Welfare Fund and all amendments subsequently adopted as well as all rules and regulations presently in effect or subsequently adopted by the Trustees of the Fund(s) and accept the respective Employer and Employee Trustees and their successors.

2. The Employer shall contribute to the Pension Fund for each Covered Employee at the following rates:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>July 1, 2010</td>
<td>$47.60</td>
</tr>
<tr>
<td>July 1, 2011</td>
<td>$50.00</td>
</tr>
<tr>
<td>July 1, 2012</td>
<td>$53.00</td>
</tr>
<tr>
<td>July 1, 2013</td>
<td>$55.10</td>
</tr>
<tr>
<td>July 1, 2014</td>
<td>$57.30</td>
</tr>
</tbody>
</table>

3. The Employer shall contribute to the Health and Welfare Fund for each Covered Employee at the following rates:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

4. Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the periods when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to either the execution of a new collective bargaining agreement or the termination of this Agreement, shall be the rate in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.

5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until (i) the Trustees determine to terminate the participation of the Employer and provide written notice of their decision to the Employer specifying the date of termination of participation or (ii) the Employer is no longer obligated by contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s) Contracts Department at the address specified above sent by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute or (iii) the Fund(s) has received a NLRB certification of the result of an election that terminates the Union's representative status or (iv) the date the Union's representative status terminates through a valid disclaimer of interest. In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in (i) or (ii) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund. In the event of an NLRB election or declaration of interest referred to in (i) or (ii) relates to only part of the bargaining unit, the Agreement shall remain in effect with respect to the remainder of the bargaining unit.

6. When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the new agreement or modification to the Fund(s) Contracts Department by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) that have been submitted to the Fund(s) shall remain enforceable. The following agreements shall not be valid: (a) an agreement that purports to retroactively reduce or curtail the Employer's obligations under a collective bargaining agreement; (b) any agreement that purports to prospectively reduce the contribution rates payable to the Pension Fund or (c) any agreement that purports to prospectively eliminate the duty to contribute to the Pension Fund during the stated term of a collective bargaining agreement that has been accepted by the Pension Fund.

7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e. short term employees who work for uncertain or irregular duration) except a casual employee shall not be a Covered Employee with respect to the Health and Welfare Fund if the collective bargaining agreement explicitly excludes casual employees from participation in the Health and Welfare Fund. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).
8. The Employer agrees to remit contributions on behalf of each Covered Employee for any period he/she receives, or is entitled to receive, compensation (regardless of whether the employment relationship is terminated), including show-up time, overtime pay, holiday pay, disability or illness pay, severance pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance/arbitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-employed service member or former service member but for his or her absence during a period of uniformed service as defined at 32 C.F.R. § 104.3.

9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to, new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a delinquency, the Employer shall be obligated to pay interest on the delinquency at 2% per month. The Employer shall be required to submit any dispute concerning the Employer's obligation to pay contributions to a neutral third party (including Special Board 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the terms of this Agreement.

10. The Employer shall provide the Trustees with access to payroll records and other pertinent records when requested by the Fund(s). If litigation is required to obtain access to the Employer's records or to collect additional contributions that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).

11. The Trustee shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any arbitration procedure that is set forth in any collective bargaining agreement.

12. The Employer acknowledges that it is aware of the Fund(s)'s adverse selection rule (including Special Board 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.

13. This Agreement shall be construed according to the laws of the United States. All actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Illinois law, and the written contract statutes of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's liability.

14. This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.

IN WITNESS WHEREOF, the Employer and Union have caused this instrument to be executed by their duly authorized representatives, the day and year first above written.

Redacted by U.S. Department of the Treasury

Printed Name and Title
LI Boel & Son, Incorporated

Date
4/25/11

12875 Mack Avenue
Cement City, Michigan 49233

Complete Address of Employer

Telephone Number: 592-2161
Fax Number: 592-2772

Federal Employer Identification Number: 38-1253249

If the Employer's signatory to a National or Group Contract, indicate the name of such Contract:

Master Cement Agreement

Is the Employer an itinerant construction company working on a project or on a seasonal basis: Yes  No X

Local Union No. 164

Printed Name and Title
Redacted by U.S. Department of the Treasury

Date
4-25-11

RECEIVED
MAY 06 2011
CONTRACT DEPARTMENT
PARTICIPATION AGREEMENT

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND/HEALTH AND WELFARE FUND
9377 WEST HIGGINS ROAD
ROSEMONT, ILLINOIS 60018-4038
PHONE: (630) 518-9800

THIS AGREEMENT sets forth the terms under which the Employer will participate in the Central States, Southeast and Southwest Areas Pension Fund ("Pension Fund") and/or the Central States, Southeast and Southwest Areas Health and Welfare Fund ("Health and Welfare Fund") in accordance with its collective bargaining agreement with the Union covering the job classification(s) of ________________ and any other job classification covered by the collective bargaining agreement.

1. The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health and Welfare Fund, all rules and regulations presently in effect or subsequently adopted by the Trustees of the Fund(s) and accept the respective Employer and Employee Trustees and their successors.

2. The Employer shall contribute to the Pension Fund __________ per week/hour (choose one) (the "Contribution Period") for each Covered Employee at the following rates:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

3. The Employer shall contribute to the Health and Welfare Fund per week/hour (choose one) (the "Contribution Period") for each Covered Employee at the following rates:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

4. Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The rates shall be the rates in effect on the last day of the immediately preceding collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then-published rate for the applicable benefit plan of the.

5. This Agreement and the obligation to pay contributions to the Fund(s) will continue following the expiration of a collective bargaining agreement and during a strike except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. The Agreement and the Employer's obligation to pay contributions shall not terminate until either (i) the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until either (i) the Trustees decide to terminate the Agreement and provide written notice of their decision to the Employer or (ii) the Employer is no longer obligated by contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s) at the address specified above and the written notice is directed to the Fund(s) at the address specified above and the written notice is directed to the Fund(s) at the address specified above, with return receipt requested which describes the reason why the Employer is no longer obligated. In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund, and the termination referred to in (i) or (ii) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund.

6. When a new collective bargaining agreement is signed by the Employer and the Union to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s) at the address specified above and the written notice is directed to the Fund(s) at the address specified above, with return receipt requested which describes the reason why the Employer is no longer obligated. In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund, and the termination referred to in (i) or (ii) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund.

7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement reducing contributions to the Fund(s) and includes casual employees (i.e., short-term employees who work for uncertain or irregular duration) unless the collective bargaining agreement explicitly excludes contributions on casual employees. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).

37.10.165
8. The Employer agrees to remit contributions on behalf of each Covered Employee who receives, or is entitled to receive, compensation for any part of the Contribution Period (regardless of whether the employment relationship is terminated), including work time pay, overtime pay, holiday pay, disability or illness pay, layoff/severance pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance arbitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is on re-employment service member or former service member but for his or her absence during a period of unformed service as defined at 10 C.F.R. § 104.3.

9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee's workforce (including, but not limited to new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month, in the event of a delay due to: a) the Employer shall be obligated to pay interest on the money due to the Fund(s) from the date when payment was due to the date when payment is made, together with all expenses of collection incurred by the Fund(s), including, but not limited to, attorneys' fees and costs and b) at the election of the Trustees or their designee, the payment of contributions that accrue after the Employer has become delinquent shall be accelerated. The contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered workforce or date, the Employer must pay the contributions billed by the Fund(s) regardless of actual terminations, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.

10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If the Employer is not to obtain access to the Employee's records or to collect additional information that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).

11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance arbitration procedure set forth in any collective bargaining agreement.

12. The Employer acknowledges that it is aware of the Fund(s)' adverse selection rules (including Special Bulletin 90-7) and agrees that while the Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rules.

13. This Agreement shall (a) represent the terms of any contract entered into by the United States. In any action taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's liability.

14. This Agreement may not be modified or terminated. To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.

IN WITNESS WHEREOF, the Employer and Union have caused this instrument to be executed by their duly authorized representatives, the day and year first above written.

[Signature]

The Beaver Excavating Company

[Signature]

Redacted by U.S. Department of the Treasury

4650 Southway Canton, Ohio 44706

Complete Address of Employer

330 478 2151 330 478 2122

Telephone Number Fax Number

330 478 2531

Federal Employer Number

If the Employer is a participant in the National or Group Contract, indicate the name of such Contract:

West Virginia: Heavy and Highway

Is the Employer an exempt construction company working on a project or on a seasonal basis? Yes X No
PARTICIPATION AGREEMENT

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS
PENSION FUND-HEALTH AND WELFARE FUND
9377 WEST HIGGINS ROAD
ROSEMONT, ILLINOIS 60018-4936
PHONE (847) 518-9800

THIS AGREEMENT sets forth the terms under which the Employer will participate in the Central States, Southeast and Southwestern Areas Pension Fund ("Pension Fund") and/or the Central States, Southeast and Southwestern Areas Health and Welfare Fund ("Health and Welfare Fund") in accordance with the collective bargaining agreement between the Employer, the Union, and any other local benefit plan covered by the collective bargaining agreement.

1. The Employer and the Union agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health and Welfare Fund, all rules and regulations presently in effect or subsequently adopted by the Trustees or the Fund(s) and accept the respective Employer and Employee Trustees and their successors.

2. The Employer shall contribute to the Pension Fund for each Covered Employee at the following rates.

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>January 16, 2006</td>
<td>$5.20 per hour</td>
</tr>
<tr>
<td>June 1, 2006</td>
<td>$5.60 per hour</td>
</tr>
<tr>
<td>June 1, 2007</td>
<td>$6.00 per hour</td>
</tr>
<tr>
<td>June 1, 2008</td>
<td>$6.40 per hour</td>
</tr>
<tr>
<td>June 1, 2009</td>
<td>$6.80 per hour</td>
</tr>
<tr>
<td>June 1, 2010</td>
<td>$7.30 per hour</td>
</tr>
</tbody>
</table>

3. The Employer shall contribute to the Health and Welfare Fund for each Covered Employee at the following rates.

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

4. Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the periods when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contributions required to be paid after termination of a collective bargaining agreement and prior to the execution of a new collective bargaining agreement or the termination of this Agreement, shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate so becomes less than that in the then published rate for the applicable benefit plan or class.

5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement unless no contributions shall be due during a strike or until the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until either a) the Trustees decide to terminate the participation of the Employer and provide written notice of their decision to the Employer specifying the date of termination of participation or b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the top of the Fund(s) has received a written notice directed to the Fund(s) Contracts Department at the address specified above sent by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute or c) the date the NLRB certifies the result of an election that terminates the Union's representative status and the Union's representative status terminates through a valid discharge of interest, in the event the Employer participates in both the Pension Fund and the Health and Welfare Fund, the termination referred to in a) or b) relates to only one Fund, then this Agreement remains in effect with respect to the other Fund. In the event an NLRB election of discharge of interest referred to in c) relates to only part of the bargaining unit, this Agreement shall remain in effect with respect to the remaining portion of the bargaining unit.

6. When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly deliver the entire agreement or modification to the Trustees. The Employer shall provide written notice of the new collective bargaining agreement to each of the Trustees and the written agreement(s) that has been submitted to the Trustees shall alone remain enforceable. The following agreements shall not be valid until the Trustees have consented in writing: a) any agreement that purports to modify or add new clauses; b) an agreement that purports to increase or reduce the Employer's contribution rate payable to the Pension Fund; or c) an agreement that purports to increase or reduce the Employer's contribution rate payable to the Health and Welfare Fund.

7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e., short-term employees who work for uncertain period of time) and temporary employees. The term "Covered Employee" shall not include casual employees who work for uncertain period of time or employees who work for a limited duration or employees who work for an uncertain period of time. The term "Covered Employee" shall not include any person employed in a managerial or supervisory capacity or any person who is primarily engaged in the principal purpose of obtaining benefits from the Fund(s).

37.10.167
8. The Employer agrees to remit contributions on behalf of each Covered Employee for any period he or she receives, or is entitled to receive, compensation (regardless of whether the employment relationship is terminated), including any compensation paid in the form of an annuity, or other retirement or savings plan, that contributions shall not be due on newly hired Covered Employees for a specified waiting period. Contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall be made to the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-employed service member or former service member for his or her absence during a period of uniformed service as defined in 32 C.F.R. §1043.

9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a deficiency, the Employer shall be obligated to pay interest on the amounts owed to the Fund(s) from the date when payment was due to the date when payment is made, together with all expenses of collection incurred by the Fund(s), including, but not limited to, attorneys' fees and costs and interest at the option of the Trustees or their delegate representative. The payment of contributions that are overdue after the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered workforce on time, the Employer shall pay the contributions owed for each week on time. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.

10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s), if the Employer is required to either grant access to the Employer's records or to collect additional billing information from the Employer. If the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).

11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance arbitration procedure set forth in any collective bargaining agreement.

12. The Employer acknowledges that it is aware of the Fund(s)'s adverse selection rule (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.

13. This Agreement shall not be subject to be construed according to the laws of the United States, in all cases taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Illinois laws that are applicable to the laws of the United States shall apply. The Employer agrees that the statute of limitations shall not begin to run with respect to any back contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's liability.

14. This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent that there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.

IN WITNESS WHEREOF, said Employer and Union have caused this instrument to be executed by their duly authorized representatives, the day and year first above written.

Reed H.
PARTICIPATION AGREEMENT
CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND
HEALTH AND WELFARE FUND
9377 WEST H GGIN'S ROAD
ROSEMONT, ILLINOIS 60018-4938
PHONE: (847) 518-9500

ACCOUNT NUMBER: 0689420-0610-00510A

This Agreement sets forth the terms under which the Employer will participate in the Central States, Southeast and Southwestern Areas Pension Fund ("Pension Fund") and/or the Central States, Southeast and Southwest Areas Health and Welfare Fund ("Health and Welfare Fund") in accordance with its collective bargaining agreement with the Union covering the following job classification(s): Truck Drivers.

and any other job classification covered by the collective bargaining agreement.

1. The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health and Welfare Fund and all amendments subsequently adopted as well as all rules and regulations presently in effect or subsequently adopted by the Trustees of the Fund(s) and accept the respective Employer and Employee Trustees and their successors.

2. The Employer shall contribute to the Pension Fund for each Covered Employee at the following rates:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Nov. 1, 2013</td>
<td>$101.70 per week</td>
</tr>
<tr>
<td>Nov. 1, 2014</td>
<td>$105.50 per week</td>
</tr>
<tr>
<td>Nov. 1, 2015</td>
<td>$110.00 per week</td>
</tr>
<tr>
<td>Nov. 1, 2016</td>
<td>$114.40 per week</td>
</tr>
<tr>
<td>Nov. 1, 2017</td>
<td>$119.00 per week</td>
</tr>
</tbody>
</table>

3. The Employer shall contribute to the Health and Welfare Fund for each Covered Employee at the following rates:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Nov. 1, 2013</td>
<td>$72.60 per week</td>
</tr>
<tr>
<td>Nov. 2, 2014</td>
<td>Not to exceed $203.90 per week</td>
</tr>
<tr>
<td>Nov. 1, 2015</td>
<td>Not to exceed $337.20 per week</td>
</tr>
</tbody>
</table>

4. Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the periods when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to either the execution of a new collective bargaining agreement or the termination of this Agreement shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.

5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until a) the Trustees decide to terminate the participation of the Employer and provide written notice of their decision to the Employer specifying the date of termination of participation or b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s)'s Contracts Department at the address specified above sent by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute or c) the date the NLRB certifies the result of an election that terminates the Union's representative status or d) the date the Union's representative status terminates through a valid disclaimer of interest. In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund. In the event an NLRB election or disclaimer of interest referred to in c) or d) relates to only part of the bargaining unit, this Agreement shall remain in effect with respect to the remainder of the bargaining unit.

-1-
6. When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s) Contracts Department by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this agreement and the written agreement(s) that has been submitted to the Fund(s) shall alone remain enforceable. The following agreements shall not be valid: a) an agreement that purports to retroactively eliminate or reduce the Employer's statutory or contractual duty to contribute to the Fund(s); b) an agreement that purports to prospectively reduce the contribution rate payable to the Pension Fund or c) an agreement that purports to prospectively eliminate the duty to contribute to the Pension Fund during the stated term of a collective bargaining agreement that has been accepted by the Pension Fund.

7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e., short term employees who work to uncertain or irregular duration). Casual employees shall not be a Covered Employee with respect to the Health and Welfare Fund if the collective bargaining agreement explicitly excludes casual employees from participation in the Health and Welfare Fund. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).

8. The Employer agrees to remit contributions on behalf of each Covered Employee for any period he/she receives, or is entitled to receive, compensation (regardless of whether the employment relationship is terminated), including show up time, overtime pay, holiday pay, disability or illness pay, layoff/separation pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievances arbitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states contributions shall not be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-employed service member or former service member but for his or her absence during a period of uniformed service as defined at 32 C.F.R. §104.3.

9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a delinquency, a) the Employer shall be obligated to pay interest on the amounts due to the Fund(s) from the date when payment was due to the date when the payment is made, together with all expenses of collection incurred by the Fund(s) (including, but not limited to, attorneys' fees and costs and b) at the option of the Trustees or their designated representative, the payment of contributions that accrue after the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered workforce on time, the Employer must pay the contributions billed by the Health and Welfare Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.

10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If the Employer is required to either obtain access to the Employer's records or to collect additional billings that result from the review of those records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).

11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance arbitration procedure set forth in any collective bargaining agreement.

12. The Employer acknowledges that it is aware of the Fund(s)' adverse selection rule and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.

13. This Agreement shall be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Illinois ten year written notice statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue until the Fund(s) receive actual written notice of the existence of the Employer's liability.

14. This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.
IN WITNESS WHEREOF, said Employer and Union have caused this instrument to be executed by their duly authorized representatives, the day and year first above written.

Becker Iron & Metal, Inc.

Redacted by U.S. Department of the Treasury

Printed Name and Title

October 18, 2013

Date

1310 Broadway

Venice, IL 62090

Complete Address of Employer

314-382-3800

Telephonic Number

43-180-3241

Federal Employer Identification Number

If the Employer is signatory to a National or Group Contract, indicate the name of such Contract:

Is the Employer an itinerant construction company working on a project or on a seasonal basis? Yes ______ No __x__
PARTICIPATION AGREEMENT

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND/HEALTH AND WELFARE FUND
9377 WEST HIGGINS ROAD
ROSEMONT, ILLINOIS 60018-4935
PHONE: (647) 516-9300

THIS AGREEMENT sets forth the terms under which the Employer will participate in the Central States, Southeast and Southwest Areas Pension Fund ("Pension Fund") and/or the Central States, Southeast and Southwest Areas Health and Welfare Fund ("Health and Welfare Fund") in accordance with its collective bargaining agreement with the Union covering the job classification(s) of _______________.

1. The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health and Welfare Fund, all rules and regulations presently in effect or subsequently adopted by the Trustees of the Fund(s) and accept the respective Employer and Employee Trustees and their successors.

2. The Employer shall contribute to the Pension Fund per _______________ week/day/hour (choose one) (the "Contribution Period") for each Covered Employee at the following rates:

   Effective Date: _______________ Rate: _______________

   Effective Date: _______________ Rate: _______________

   Effective Date: _______________ Rate: _______________

   Effective Date: _______________ Rate: _______________

   Effective Date: _______________ Rate: _______________

   Effective Date: _______________ Rate: _______________

3. The Employer shall contribute to the Health and Welfare Fund per week (the "Contribution Period") for each Covered Employee at the following rates:

   Effective Date: _______________ Rate: _______________

   Effective Date: _______________ Rate: _______________

   Effective Date: _______________ Rate: _______________

   Effective Date: _______________ Rate: _______________

   Effective Date: _______________ Rate: _______________

   Effective Date: _______________ Rate: _______________

4. Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the periods when a new collective bargaining agreement is not negotiated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to the execution of a new collective bargaining agreement or the termination of this Agreement shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.

5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement and during a strike except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until either a) the Trustees decide to terminate the Agreement and provide written notice of their decision to the Employer or b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s) contracts department at the address specified above sent by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute. In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund.

6. When a new collective bargaining agreement is signed by the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s) contracts department by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall alone remain enforceable.

7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e. short-term employees who work for uncertain or irregular duration) unless the collective bargaining agreement explicitly excludes contributions on casual employees. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).
8. The Employer agrees to remit contributions on behalf of each Covered Employee who receives, or is entitled to receive, compensation for any part of the Contribution Period (regardless of whether the employment relationship is terminated), including show up time pay, overtime pay, holiday pay, disability or illness pay, and severance pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance/arbitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement, grievance/arbitration proceeding or other legal proceeding or settlement, agreement states that contributions shall not be due until the Covered Employee completes the specified waiting period. If required by the agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not entitled to compensation. The contributions shall be due on the 15th day of each month, and the Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a rehired employee service member or a former service member, but for his or her absence during a period of uniformed service as defined at 10 C.F.R. § 104.3.

9. The Employer must report to the Fund(s) any change in the Covered Employee workforce (including but not limited to new hires, layoffs or terminations) which occurred during the prior month. In the event of a delinquency, the Employer shall be obligated to pay interest on the money due to the Fund(s) from the date when payment was due, but not interest when the payment is made together with all expenses of collection incurred by the Fund(s) incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).

10. The Employer acknowledges that it is aware of the Fund(s)' adverse selection rules (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it shall not enter into any agreement that would violate the adverse selection rules.

11. This Agreement shall be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Illinois ten-year contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to run until the employer receives written notice of the existence of any unreported contributions.

12. This Agreement may or may be orally modified or terminated.

IN WITNESS WHEREOF, said Employer and Union have caused this instrument to be executed by their duly authorized representatives, the day and year first above written.

[Signature]
Automotive Services, Inc.

Redacted by U.S. Department of the Treasury
Printed Name and Title

[Signature]
Redacted by U.S. Department of the Treasury
Printed Name and Title

[Signature]
RECEIVED CONTRACT DEPT.
01 JAN 00 AM 8:52

If the Employer is a National or Group Contract, indicate the name of such Contract:

Is the Employer an individual or a Group or National Contract: Yes No X

37.10.173
PARTICIPATION AGREEMENT

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS
PENSION FUND/HEALTH AND WELFARE FUND
9377 WEST HIGGINS ROAD
ROSEMONT, ILLINOIS 60018-4938
PHONE. (847) 518-9500

ACCOUNT NUMBER:

THIS AGREEMENT sets forth the terms under which the Employer will participate in the Central States, Southeast and Southwest Areas Pension Fund ("Pension Fund") and/or the Central States, Southeast and Southwest Areas Health and Welfare Fund ("Health and Welfare Fund") in accordance with its collective bargaining agreement with the Union covering the following job classification(s):

and any other job classification covered by the collective bargaining agreement.

1. The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health and Welfare Fund and all amendments subsequently adopted as well as all rules and regulations presently in effect or subsequently adopted by the Trustees of the Fund(s) and accept the respective Employer and Employee Trustees and their successors.

2. The Employer shall contribute to the Pension Fund for each Covered Employee at the following rates:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>6/1/13</td>
<td>$55.10 daily</td>
</tr>
<tr>
<td>6/1/14</td>
<td>$57.30 daily</td>
</tr>
<tr>
<td>6/1/15</td>
<td>$59.60 daily</td>
</tr>
<tr>
<td>6/1/16</td>
<td>$62.00 daily</td>
</tr>
<tr>
<td>6/1/17</td>
<td>$64.50 daily</td>
</tr>
</tbody>
</table>

3. The Employer shall contribute to the Health and Welfare Fund for each Covered Employee at the following rates:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>not applicable</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

4. Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the periods when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to either the execution of a new collective bargaining agreement or the termination of this Agreement shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.

5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until a) the Trustees decide to terminate the participation of the Employer and provide written notice of their decision to the Employer specifying the date of termination of participation or b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s) Contracts Department at the address specified above sent by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute or c) the date the NLRB certifies the result of an election that terminates the Union's representative status or d) the date the Union's representative status terminates through a valid disclaimer of interest. In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund. In the event an NLRB election or disclaimer of interest referred to in c) or d) relates to only part of the bargaining unit, this Agreement shall remain in effect with respect to the remainder of the bargaining unit.

-1-
6. When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the agreement or modification to the Fund(s). The following agreements shall not be valid: a) an agreement that purports to retroactively eliminate or reduce the Employer's statutory or contractual duty to contribute to the Fund(s); b) an agreement that purports to prospectively eliminate the duty to contribute to the Pension Fund during the stated term of a collective bargaining agreement that has been accepted by the Pension Fund.

7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the employees' health or welfare Fund if the collective bargaining agreement explicitly excludes casual employees. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).

8. The Employer agrees to remit contributions on behalf of each Covered Employee for any period he/she receives pay, or is entitled to receive, compensation (regardless of whether the employment relationship is terminated), including show up time, premium pay, overtime pay, holiday pay, disability or illness pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance/mediation/arbitration proceeding, or legal proceeding or settlement. If the collective bargaining agreement states that contributions shall be due to the Fund(s) from the date when payment was due to the employer or from the date when payment was due to the employee, contributions shall be due at the end of the calendar month following the date when payment was due to the employer or the employee. If the Collective Bargaining Agreement specifies that contributions shall be due at the end of the calendar month following the date when payment was due to the employee, contributions shall be due at the end of the calendar month following the date when payment was due to the employee.

9. On or before the 15th day of each month, the Employer shall provide the Trustees with access to all payroll records and other pertinent records when requested by the Fund(s). If the Employer fails to provide the Trustees with access to the records, the Employer shall pay any attorneys' fees and costs incurred by the Fund(s). The Employer shall report to the Fund(s) any changes in the Covered Employee workforce that occurred during the prior month, including but not limited to layoffs, terminations, or the re-hiring of former employees. These reports must be submitted electronically or by mail to the Fund(s) at least 15 days before the end of each month.

10. The Employer shall provide the Trustees with access to all payroll records and other pertinent records when requested by the Fund(s). If the Employer fails to provide the Trustees with access to the records, the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).

11. The Trustees shall not be required to submit any dispute relating to the Employer's obligation to pay contributions to any grievance/mediation/arbitration procedure set forth in any collective bargaining agreement.

12. The Employer acknowledges that it is aware of the Fund(s) adverse selection rule (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.

13. This Agreement shall be construed according to the laws of the United States. In any actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Illinois law is the applicable law. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Funds receive actual written notice of the existence of the Employer's liability.

14. This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.
IN WITNESS WHEREOF, said Employer and Union have caused this instrument to be executed by their duly authorized representatives, the day and year first above written.

[Redacted by U.S. Department of the Treasury]

Date

[Redacted]

Complete Address of Employer

[Redacted]

Telephone Number

[Redacted]

Fax Number

[Redacted]

Federal Employer Identification Number

If the Employer is signatory to a National or Group Contract, indicate the name of such Contract:

[Redacted]

Is the Employer an itinerant construction company working on a project or on a seasonal basis?  Yes    No  

[Redacted]

[Redacted]
PARTICIPATION AGREEMENT

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND/HEALTH AND WELFARE FUND
9377 WEST HIGGINS ROAD
ROSEMONT, ILLINOIS 60018-4938
PHONE: (847) 518-9800

THIS AGREEMENT sets forth the terms under which the Employer will participate in the Central States, Southeast and Southwest Areas Pension Fund ("Pension Fund") and/or the Central States, Southeast and Southwest Areas Health and Welfare Fund ("Health and Welfare Fund") in accordance with its collective bargaining agreement with the Union covering the job classification(s) of: **Welder Carriage Service, Inc.**

1. The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health and Welfare Fund, all rules and regulations presently in effect or subsequently adopted by the Trustees of the Fund(s) and accept the respective Employer and Employee Trustees and their successors.

2. The Employer shall contribute to the Pension Fund per week/week/day/hour (choose one) (the "Contribution Period") for each Covered Employee at the following rates:

   Effective Date: **April 1, 2000**
   Rate: $79.00

   Effective Date: **April 1, 2001**
   Rate: $81.00

   Effective Date: **April 1, 2002**
   Rate: $85.00

   Effective Date:
   Rate:

   Effective Date:
   Rate:

3. The Employer shall contribute to the Health and Welfare Fund per week (the "Contribution Period") for each Covered Employee at the following rates:

   Effective Date: **April 1, 2000**
   Rate: $118.00

   Effective Date: **April 1, 2001**
   Rate: $126.00

   Effective Date: **April 1, 2002**
   Rate: $136.00

   Effective Date:
   Rate:

4. Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the periods when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.

5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement and during a strike except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate under either a) the Trustees decide to terminate the Agreement and provide written notice of their decision to the Employer or b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Employer's Contracts Department at the address specified above sent by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute. In such event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in a) or b) relates to only one Fund, then the Agreement shall remain in effect with respect to the other Fund.

6. When a new collective bargaining agreement is signed by the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s)' Contracts Department by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall alone remain enforceable.

7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e., short-term employees who work for uncertain or irregular duration) unless the collective bargaining agreement explicitly excludes contributions on casual employees. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).

37.10.177
The Employer agrees to remit contributions on behalf of each Covered Employee who receives, or is entitled to receive, compensation for any part of the Contribution Period (regardless of whether the employment relationship is terminated), including show up time pay, overtime pay, holiday pay, disability or illness pay, layoff/severance pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance/arbitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement so provides, contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be paid to the Fund(s) on behalf of any Covered Employee who is a re-employed service member of former service member but for his or her absence during a period of uniformed service as defined in 10 C.F.R. §104.3.

On or before the 15th day of each month, the Employer shall report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to layoffs, furloughs, or terminations) that occurred during the prior month and must pay all contributions owed for the prior month. In the event of a delinquency, the Employer shall be obligated to pay interest on the amounts due to the Fund(s) from the date when payment was due, to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), including, but not limited to, attorneys’ fees and costs and b) the amount of the contribution or the proceeds of the settlement or award to the Trustee or their delegate in the event of collection of any overdue amount shall be reduced by the amount of any such expenses.

The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If payment is required to be paid in the Employer’s records or to collect additional billing that result from the review of the records, all costs incurred by the Employer in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys’ fees and costs incurred by the Fund(s).

The Trustees shall not be required to submit any dispute concerning the Employer’s obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement. To the extent there is no conflict between this Agreement and any provisions of the Collective Bargaining Agreement, this Agreement shall control.

The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If payment is required to be paid in the Employer’s records or to collect additional billing that result from the review of the records, all costs incurred by the Employer in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys’ fees and costs incurred by the Fund(s).

The Agreement shall be executed in all respects in accordance with the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Illinois ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer’s liability.

This Agreement may not be orally modified or terminated.

In Witness Whereof, said Employer and Union have caused this instrument to be executed by their authorized representatives, the day and year first above written.

Boiler Cartage Service, Inc.
Employer Name

Redacted by U.S. Department of the Treasury

2534 E. King Street
Complete Address of Employer

(918) 849-5001
Telephone Number

A40528444
Federal Employer Number

If the Employer is signatory to a National or Group Contract, indicate the name of such Contract:

No

Is the Employer an itinerant construction company working on a project or on a seasonal basis: Yes____ No____
PARTICIPATION AGREEMENT

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS
PENSION FUND/HEALTH AND WELFARE FUND
8377 WEST HIGGINS ROAD
ROSEMONT, ILLINOIS 60018-4938
PHONE: (847) 516-8800

EMPLOYER TRUSTEES
JOSEPH GHEE
JACK HOFFMAN
DANIEL J. KRESCHEL
MICHAEL F. MERRITT

EMPLOYER TRUSTEES
JAMES M. GREELEY
GARY J. NELSON
DONALD V. SCHENK
RICHARD J. SIVEL
SHAWN WILSON

EXECUTIVE DIRECTOR
STEPHEN A. HOFFMAN

THIS AGREEMENT sets forth the terms under which the Employer will participate in the Central States, Southeast and Southwest Areas Pension Fund ("Pension Fund") and/or the Central States, Southeast and Southwest Areas Health and Welfare Fund ("Health and Welfare Fund") in accordance with its collective bargaining agreement with the Union covering the following job classification(s): ___________ and any other job classification covered by the collective bargaining agreement.

1. The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health and Welfare Fund and all amendments and supplements thereto as well as all rules and regulations promulgated by the Trustees of the Fund(s) and accepted by the respective Employer and Employee Trustees and their successors.

2. The Employer shall contribute to the Pension Fund for each Covered Employee at the following rates:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>01/01/2012</td>
<td>$59.80 per wk</td>
</tr>
<tr>
<td>12/30/13</td>
<td>$64.60 per wk</td>
</tr>
<tr>
<td>12/30/14</td>
<td>$77.70 per wk</td>
</tr>
</tbody>
</table>

3. The Employer shall contribute to the Health and Welfare Fund for each Covered Employee at the following rates:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

4. Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may provide in an interim agreement establishing contribution rates during the period when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid shall be the rate in effect on the last day of the term of the terminated collective bargaining agreement. If the collective bargaining agreement is not reexecuted by the date set forth in paragraph 2 and 3, the agreement shall be null and void.

5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing to the contrary. This Agreement and the Employer's obligation to pay contributions shall not terminate until (a) the Trustees decide to terminate the participation of the Employer and provide written notice of their decision to the Employer specifying the date of termination of participation or (b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Employer of the Contracting Trustee of the Fund(s) at the address specified above that by certified mail with return receipt requested which states the reason why the Employer is no longer obligated to contribute to the Fund(s) or (c) the date the NLRA certifies the result of an election that terminates the Employer's representative status or (d) the date the Employer's representative status terminates through a valid disclaimer of interest. In the event the Employer participates in both the Pension and the Health and Welfare Fund and the termination of an agreement to (a) or (b) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund. In the event an NLRA election or disclaimer of interest referred to in (a) or (b) relates to only part of the bargaining unit, this Agreement shall remain in effect with respect to the remainder of the bargaining unit.

6. When a new collective bargaining agreement is signed by the Employer and the Union to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s) at the address specified above, and the agreement or modification to the Fund(s) is executed and recorded. Any agreement or modification which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph shall not be binding on the Trustees and this Agreement and the written agreement that has been submitted to the Fund(s) shall show by certified mail to the Employer at the address specified above the date on which it was received by the Trustees.

7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e., short-term employees who work for uncertain periods of time) and part-time employees except that casual employees shall not be a Covered Employee with respect to the Health and Welfare Fund. The collective bargaining agreement explicitly excludes casual employees from participation in the Health and Welfare Fund. Covered Employees shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits (as defined in Fund(s)).

37.10.179
8. The Employer agrees to remit contributions on behalf of each Covered Employee for any period which he receives, or is entitled to receive, compensation (regardless of whether the employment relationship is terminated), including show up time, pay, overtime pay, holiday pay, disability or illness pay, layoff or unemployment pay, vacation pay or any other paid leave of absence which are not due to the Covered Employee's own fault, pursuant to any collective bargaining agreement (including but not limited to any contribution paid or otherwise incurred by the Employer or the Employer's employees, including any contribution to, or benefit paid under, any contribution paid in connection with any other collective bargaining agreement with the Employer and any contribution paid by the Employer to, or benefit paid under, any contribution paid in connection with any other collective bargaining agreement with the Employer, which is not due to the Covered Employee's fault), and to any other contribution paid or otherwise incurred by the Employer or the Employer's employees, if the collective bargaining agreement specifies that contributions shall not be due to any Covered Employee's fault. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee to the Fund(s) as of the date the contributions were due but for the Covered Employee's fault.

9. On or before the first day of each month, the Employer must report to the Fund(s) any contributions due under the terms of each collective bargaining agreement, including any contributions that are due but have not been paid. If the Employer fails to report contributions due under the terms of any collective bargaining agreement, the Employer shall pay interest on the contributions due at the rate of 1% per month, or such other rate as may be specified in the collective bargaining agreement, from the date the contributions were due until the date they are paid. If the Employer fails to pay contributions due under the terms of any collective bargaining agreement, the Employer shall pay interest on the contributions due at the rate of 1% per month, or such other rate as may be specified in the collective bargaining agreement, from the date the contributions were due until the date they are paid.

10. The Employer shall provide the Trustee(s) with access to its payroll records and other pertinent records when requested by the Trustee(s).

11. The Employer shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance arbitration procedure set forth in any collective bargaining agreement.

12. The Employer acknowledges that it is aware of the Fund(s) adverse selection rule (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect it will not enter into any agreement or engage in any practice that violates the adverse selection rule.

13. This Agreement shall be interpreted in accordance with the laws of the United States. All actions taken by the Trustee in enforcing the terms of this Agreement, including actions to collect delinquent contributions, are subject to the jurisdiction of the United States District Court for the District of Illinois.

IN WITNESS WHEREOF, the Employer and Union have caused this Instrument to be executed by their duly authorized representatives, the day and year first above written.
PARTICIPATION AGREEMENT
CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS
PENSION FUND/HEALTH AND WELFARE FUND
9777 WEST HIGGNS ROAD
ROSEMONT, ILLINOIS 60018-4938
PHONE (773) 518-9880

THIS AGREEMENT sets forth the terms under which the Employer will participate in the Central States, Southeast and Southwest Areas Pension Fund ("Pension Fund") and/or the Central States, Southeast and Southwest Areas Health and Welfare Fund ("Health and Welfare Fund") in accordance with its collective bargaining agreement with the Union covering the job classification(s) of _______________ and any other job classification covered by the collective bargaining agreement.

1. The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health and Welfare Fund, all rules and regulations presently in effect or subsequently adopted by the Trustees of the Fund(s) and accept the respective Employer and Employee Trustees and their successors.

2. The Employer shall contribute to the Pension Fund for each Covered Employee at the following rates:

   Effective Date 8/1/2008  Rate: $74.50 per week
   Effective Date 5/31/2009  Rate: $80.50 per week
   Effective Date 5/30/2010  Rate: $86.40 per week
   Effective Date 6/30/2010  Rate: 
   Effective Date 7/30/2010  Rate: 

3. The Employer shall contribute to the Health and Welfare Fund for each Covered Employee at the following rates:

   Effective Date 8/1/2008  Rate: $124.00 per week
   Effective Date 5/31/2009  Rate: $131.00 per week
   Effective Date 5/30/2010  Rate: $137.00 per week
   Effective Date 6/30/2010  Rate: 
   Effective Date 7/30/2010  Rate: 

4. Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the period when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid after termination of the collective bargaining agreement and prior to the execution of a new collective bargaining agreement or the termination of this Agreement, shall be the rates in effect on the last day of the terminating collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.

5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement and during a strike except to contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until either: a) the Trustees decide to terminate the participation of the Employer and provide written notice of their decision to the Employer specifying the date of termination of participation or b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s) Contracts Department at the address specified above sent by certified mail with return receipt requested which describes the reasons why the Employer is no longer obligated to contribute or c) by the date the NLRB certifies the result of an election that terminates the Union's representative status or by d) the date the Union's representative status terminates through a valid disclaimer of interest. In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund. In the event an NLRB election or disclaimer of interest to in c) or d) relates to only part of the bargaining unit, this Agreement shall remain in effect with respect to the remainder of the bargaining unit.

6. When a new collective bargaining agreement is signed by the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s) Contracts Department by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which affects the contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and the Agreement and the written agreement(s) that has been submitted to the Fund(s) that is not represented in the new collective bargaining agreement shall remain enforceable. The following shall not be valid: a) an agreement that purports to retroactively eliminate or reduce the Employer's statutory or contractual duty to contribute to the Fund(s); b) an agreement that presents to prospective employees or reduce the Employer's statutory or contractual duty to contribute to the Fund(s); c) an agreement that presents to prospective employees or reduce the Employer's statutory or contractual duty to contribute to the Pension Fund during the stated term of a collective bargaining agreement that has been accepted by the Pension Fund.

Pension Fund Participation Agreement dated 3/30/2004

37.10.181
For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e. short term employees who work for a certain or irregular duration) except a casual employee shall not be a Covered Employee with respect to the Health and Welfare Fund if the collective bargaining agreement explicitly excludes casual employees from participation in the Health and Welfare Fund. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).

9. The Employer agrees to remit contributions on behalf of each Covered Employee who receives, or is entitled to receive, compensation for any part of the Contribution Period (regardless of whether the employment relationship is terminated), including but not limited to, time paid, overtime pay, holiday pay, disability or illness pay, or any other pay or payment of wages which are the result of any National Labor Relations Board proceeding, grievance arbitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-employed service member or former service member but for his or her absence during a period of uniformed service as defined in 10 C.F.R. §1043.

9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to, new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a delinquency, the Employer shall be obligated to pay interest on the amounts due to the Fund(s) from the date when payment was due, to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), including, but not limited to, attorneys' fees and costs. If at the option of the Trustees or its delegated representative, the payment of contributions that accrue after the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Tuesday. If the Employer fails to record changes in the covered workforce on time, the Employer must pay the contributions billed by the Health and Welfare Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.

10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records as may be requested by the Fund(s). It is agreed that in order to obtain access to the Employer's records, or to collect additional records that result from the review of the records that are issued by the Fund(s) in conducting the review, the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).

11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance arbitration proceeding or to any collective bargaining agreement.

12. The Employer acknowledges that it is aware of the Fund(s)' adverse selection rules (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rules.

13. This Agreement shall be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the income and estate of any employee shall be subject to judgment. The Employer agrees that the statute of limitations shall not be subject to accrue with respect to any unpaid contributions until such time as the Fund(s) receive written notice of the existence of the Employer's liability.

14. This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.

IN WITNESS WHEREOF, the Employer and Union have caused this instrument to be executed by their duly authorized representatives, the day and year first above written.

[Signature]
[Title]
[Position]

[Signature]
[Title]
[Position]

Redacted by U.S. Department of the Treasury

[Signature]
[Title]
[Position]

Redacted by U.S. Department of the Treasury

Date: 5-12-08

P.O. Box 44977
Green Bay, WI 54307

Telephone Number 414.389.2899
Fax Number 414.919.4113

Federal Employer Number 13-259,429

If the Employer is a signatory to a National or Group Contract, indicate the name of such Contract: National Electrical Contractors Association

OA rev. 02/05

RECEIVED

AUG 1 2008

CONTRACT

DATE

DEPARTMENT

37.10.182
PARTICIPATION AGREEMENT

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND
HEALTH AND WELFARE FUND
9377 WEST HIGGINS ROAD
ROSEMONT, ILLINOIS 60018-4908
PHONE: (847) 518-0600

EMPLOYER TRUSTEE:
BAY CAPSE
JOE CHUNG
JERRY GOODWIN
JUAN JUAN
KARIN LADY
PHILIP XTEN

EMPLOYEE TRUSTEE:
KIM RENDALL
ANDREW ROGERS
TAM OTTO
SHAUN VENTURA
DANIEL GUSLOG

EXECUTIVE DIRECTOR:
ROBERT J. LEAL

THIS AGREEMENT sets forth the terms under which the Employer will participate in the Central States, Southeast and Southwest Areas Pension Fund ("Pension Fund") and/or the Central States, Southeast and Southwest Areas Health and Welfare Fund ("Health and Welfare Fund") in accordance with its collective bargaining agreement with the Union covering the job classification(s) of ________ and any other job classification covered by the collective bargaining agreement.

1. The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and/or Health and Welfare Fund, all rules and regulations presently in effect or subsequently adopted by the Trustees of the Fund(s) and accept the respective Employer and Employee Trustees and their successors.

2. The Employer shall contribute to the Pension Fund per ________ week/day/month (Choose one) (the "Contribution Period") for each Covered Employee at the following rates:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>6/1/2001</td>
<td>$17.80</td>
</tr>
<tr>
<td>6/1/2002</td>
<td>$17.80</td>
</tr>
<tr>
<td>6/1/2003</td>
<td>$17.80</td>
</tr>
</tbody>
</table>

3. The Employer shall contribute to the Health and Welfare Fund per week (the "Contribution Period") for each Covered Employee at the following rates:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate</th>
</tr>
</thead>
</table>

4. Contribution rate changes after the last effective date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into the Agreement. The parties may execute an interim agreement establishing contribution rates during the periods when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to the effective date of a new collective bargaining agreement or the termination of any Agreement, shall be the rates in effect on the last date of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate increases beyond the rates then published rate for the applicable benefit plan or class.

5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement and during a strike except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall terminate upon expiration or termination of the Agreement and provide written notice of such decision to the Employer or at the request of the Trustees. The Employer is no longer obligated by a collective bargaining agreement to contribute to the Fund(s) and the Fund(s) have no right to collect contributions directed to the Fund(s). The Trustees shall provide written notice to the Employer of the termination of the Agreement, and provide such written notice to the Employer at the address specified above. The Employer shall be entitled to receive a written notice from the Trustees at the address specified above. The Employer shall be entitled to receive a written notice from the Trustees at the address specified above. The Employer shall be entitled to receive a written notice from the Trustees at the address specified above. The Employer shall be entitled to receive a written notice from the Trustees at the address specified above.

6. When a new collective bargaining agreement is signed and the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement to the Trustees. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph shall be binding on the Trustees and this Agreement and the written agreement(s) that have been submitted to the Fund(s) shall remain enforceable.

7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e., short-term employees who work on a variable or irregular basis) unless the collective bargaining agreement explicitly excludes contributions on casual employees. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).
8. The Employer agrees to remit contributions on behalf of each Covered Employee who receives or is entitled to receive, compensation for any part of the Contribution Period (regardless of whether the employment relationship is terminated), including show-up time pay, overtime pay, holiday pay, disability or illness pay, layoffs or furloughs, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance arbitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-employed service member or former service member but for his or her absence during a period of uniformed service as defined at 10 C.F.R. § 104.3.

9. On or before the 15th day of each month, the Employer shall report to the Fund(s) any change in the Covered Employee's payroll (including, but not limited to, new hires, layoffs or terminations) which occurred during the prior month and shall pay all contributions owed for the prior month. In the event of a delinquency, a) the Employer shall be obligated to pay interest on the unpaid contributions due to the Fund(s) from the date when payment was due to the date when payment was paid, together with all expenses of collection incurred by the Fund(s), including, but not limited to, attorneys' fees and costs and b) at the option of the Trustees or their designated representatives, the payment of contributions that accrue after the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered workforce on time, the Employer shall pay the contributions billed by the Health and Welfare Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.

10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If litigation is required to either obtain access to the Employer's records or to collect additional billing that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).

11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement.

12. The Employer acknowledges that it is aware of the Fund(s) adverse selection rules (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rules.

13. The Agreement shall be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to collect from the Illinois ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the obligation.

14. This Agreement may not be orally modified or terminated. To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.

IN WITNESS WHEREOF, said Employer and Union have caused this instrument to be executed by their duly authorized representatives or authorized representatives designated by the Employer.

Redacted by U.S. Department of the Treasury

[Signature]

Redacted by U.S. Department of the Treasury

[Signature]
PARTICIPATION AGREEMENT
CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS
PENSION FUND/HEALTH AND WELFARE FUND
9377 WEST HIGGINS ROAD
ROSEMONT, ILLINOIS 60018-4928
PHONE: (630) 518-6400

THIS AGREEMENT sets forth the terms under which the Employer will participate in the Central States, Southeast and Southwest Areas Pension Fund ("Pension Fund") and/or the Central States, Southeast and Southwest Areas Health and Welfare Fund ("Health and Welfare Fund") in accordance with its collective bargaining agreement with the Union covering the following job classification(s):

Drivers (Rel. Class.)

and any other job classification covered by the collective bargaining agreement and the Agreement between the Health and Welfare Fund and the Illinois Conference of Teamsters and Employers Welfare Fund both of which are incorporated herein.

1. The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health and Welfare Fund, all rules and regulations presently in effect or subsequently adopted by the Trustees of the Fund(s) and accepted by the respective Employer and Employee Trustees and their successors.

2. The Employer shall contribute to the Pension Fund for each Covered Employee at the following rates:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

3. The Employer shall contribute to the Health and Welfare Fund for each Covered Employee at the following rates:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate:</th>
</tr>
</thead>
<tbody>
<tr>
<td>7/1/05</td>
<td>$7.00 per hour</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

4. Contribution into changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the periods when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to either the execution of a new collective bargaining agreement or the termination of this Agreement shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.

5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement and during a strike except contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. The Agreement and the Employer's obligation to pay contributions shall not terminate until a) the Trustees decide to terminate the participation of the Employer and provide written notice of their decision to the Employer specifying the date of termination of participation or b) the Employer is no longer required to contribute to the Fund(s) at the address specified above or c) the time that NLRB certifies the result of an election that terminates the Union's representative status; or d) the date the Union's representative status terminates through a valid determination of interest in the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund. In the event an NLRB election or the occurrence of interest referred to in a) or d) relates to only part of the bargaining unit, this Agreement shall remain in effect with respect to the remainder of the bargaining unit.

6. When a new collective bargaining agreement is signed by the Employer and the Union and the Employer agrees to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s) in the form and manner prescribed by the Fund(s). Any agreement or modification which affects the Employer's contribution obligation to the Pension Fund as required by this paragraph, shall not be binding on the Trustees and the Fund(s) and the written agreement(s) that has been submitted to the Fund(s) that alone remain enforceable. The following agreements shall not be valid: a) an agreement that purports to retroactively reduce the contribution rate payable to the Pension Fund or c) an agreement that purports to prospectively extinguish the duty to contribute to the Pension Fund during the stated term of a collective bargaining agreement that has been accepted by the Pension Fund.

37.10.185
7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e., short-term employees who work for uncertain periods of time) except that casual employees shall not be Covered Employees with respect to the Health and Welfare Fund if the collective bargaining agreement explicitly excludes casual employees from participation in the Health and Welfare Fund. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purposes of obtaining benefits from the Fund(s).

8. The Employer agrees to remit contributions on behalf of each Covered Employee for any period herein referred to, or entitled to receive, compensation (regardless of whether the employment relationship is terminated), including time off with pay, overtime pay, holiday pay, disability or illness pay, severance pay, vacation pay or the payment of wages which are the result of an arbitration proceeding or other legal proceeding or settlement if the collective bargaining agreement states that contributions shall not be due on newly hired Covered Employees for a specified waiting period, contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a retired employee of the Employer for any period during a period of unemployment as defined in 10 C.F.R. §104.3.

9. On or before the 15th day of each month, the Employer shall report to the Fund(s) any change in the Covered Employee workforce (including but not limited to new hires, layoffs or terminations) that occurred during the prior month and must pay all contributions owed for the prior month. In the event of a delinquency, a) the Employer shall be required to pay interest on the amounts due to the Fund(s) from the date when payment was due to the date when the payment is made; b) as an expenses of collection incurred by the Fund(s), including, but not limited to, attorneys' fees and costs incurred by the Fund(s) conducting the review shall be paid by the Employer and the Employer shall pay any bad debts incurred by the Fund(s) conducting the review; and c) if the Employer fails to make required contributions, the Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.

10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If requested by the Trustees, the Employer shall provide the Trustees with access to the Employer's records or to collect additional information that result from the review of the records, all costs incurred by the Fund(s) conducting the review shall be paid by the Employer and the Employer shall pay any bad debts incurred by the Fund(s) conducting the review.

11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance procedure set forth in any collective bargaining agreement.

12. The Employer acknowledges that it is aware of the Fund(s)' adverse selection rule (including Special Bulletin 90-7) and agrees that while the Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.

13. This Agreement shall be enforced according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Illinois law shall apply. Any arbitration of disputes shall apply. The Employer agrees that the statutes of limitations shall not begin to accrue with respect to any, uncollectible contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's delinquency.

14. This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.

IN WITNESS WHEREOF, the Employer and Union have caused this instrument to be executed by their duly authorized representatives, the day and year first above written.

[Signatures]

Redacted by U.S. Department of the Treasury

Redacted by U.S. Department of the Treasury

Date 7-12-05

Date 7-19-05

70080 GODFREY RD., P.O. 5134

RECEIVED

GODFREY IL. 62035

618-467-2440

37-1370321

618-467-2445

Federal Employer Identification Number

if the Employer is a participant under the National or Group Contract, indicate the name of such Contract:

Articles of Construction

is the Employer an independent construction company working on a project or on a seasonal basis: Yes X No

rev. 02/05

37.10.186
PARTICIPATION AGREEMENT
CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS
PENSION FUND/HEALTH AND WELFARE FUND
9377 WEST HIGGINS ROAD
ROSEMENT, ILLINOIS 60018-4938
PHONE (847) 518-9800

This Agreement sets forth the terms under which the Employer will participate in the Central States, Southeast
Pension Fund ("Pension Fund") and/or the Central States, Southeast and Southwest Areas Health and
Welfare Fund ("Health and Welfare Fund") in accordance with its collective bargaining agreement with the Union covering the
above(s), and any

Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health
Fund(s) and regulations presently in effect or subsequently adopted by the Trustees of the Fund(s) and the
Employer and Employee Trustees and their successors.

1. Employer shall contribute to the Pension Fund for each Covered Employee at the following rates:

   Active Date: 5-1-09
   Rate: $23.60/day

2. Employer shall contribute to the Pension Fund for each Covered Employee at the following rates:

   Active Date: 5-1-09
   Rate: $9.05/HR

The contribution rates changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by
the collective bargaining agreement and shall be effective immediately after the termination of a

This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a

When a new collective bargaining agreement is signed by the Employer and the Union which is not consistent with the
agreement of the Employer and Union, then the Employer shall promptly submit the entire agreement to the Fund(s).

The Employer and the Union shall promptly submit the entire agreement or modification to the Fund(s).

The Employer shall promptly submit the entire agreement or modification to the Fund(s).
covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual or on-call employees. The Employer shall not be required to participate in the Health and Welfare Fund. Covered Employees shall not include any person employed or the principal purpose of obtaining benefits from the Fund.

8. The Employer agrees to remit contributions on behalf of each Covered Employee in accordance with the terms and conditions of the collective bargaining agreement to the Fund(s) in accordance with the provisions of the collective bargaining agreement. The Employer shall pay all contributions owed for the prior month. In the event of a delinquency, the Employer shall remit contributions in the amount of 2% of the total contributions due.

9. On or before the 15th day of each month, the Employer must report to the Fund(s) any delinquency in the payment of contributions owed for the prior month. In the event of a delinquency, the Employer shall remit contributions in the amount of 2% of the total contributions due.

10. The Employer shall provide the Trustees with access to its payroll records and other pertinent documents and shall consent to any inspections or audits ordered by the Trustees. The Employer shall provide the Trustees with access to its payroll records and other pertinent documents and shall consent to any inspections or audits ordered by the Trustees. The Employer shall provide the Trustees with access to its payroll records and other pertinent documents and shall consent to any inspections or audits ordered by the Trustees.

11. The Trustees shall not be required to submit any dispute concerning the Employer's contributions to any grievance arbitration procedure set forth in any collective bargaining agreement.

12. The Employer acknowledges that it is aware of the Fund(s)' adverse selection rule (including 30-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any conduct that violates the adverse selection rule.

13. This Agreement shall be enforced according to the laws of the United States. The Employer shall be liable for any violation of the terms of this Agreement. The Employer shall be liable for any violation of the terms of this Agreement.

14. This Agreement may not be modified or terminated without the written consent of the Fund(s). There exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.

IN WITNESS WHEREOF, the Parties have caused this instrument to be executed as of the day and year first above written.

BERCO INDUSTRIAL

Redacted by U.S. Department of the Treasury

Date 5-1-91

Address 1891 S DELMAX AVE. 7

Complete Address of Employer

HARTFORD, CT. 061048

Telephone Number 611-251-9078

Fax Number 611-251-9202

Federal Employer Identification Number 26-4187175

If the Employer is signatory to a National or Group Contract, indicate the name of such Contract: NA

Is the Employer an independent contractor working on a project or on a seasonal basis: Yes ______ No ______
PARTICIPATION AGREEMENT

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND AND WELFARE FUND
9377 WEST HIGGINS ROAD
ROSEMONT, ILLINOIS 60018-4918
PHONE: (847) 518-9800

THIS AGREEMENT sets forth the terms under which the Employer will participate in the Central States, Southeast and Southwest Areas Pension Fund ("Pension Fund") and/or the Central States, Southeast and Southwest Areas Health and Welfare Fund ("Health and Welfare Fund") in accordance with its collective bargaining agreement with the Union covering the job classification(s) of _______ and any other job classification covered by the collective bargaining agreement.

1. The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health and Welfare Fund, all rules and regulations presently in effect or subsequently adopted by the Trustees of the Fund(s) and accept the respective Employer and Employee Trustees and their successors.

2. The Employer shall contribute to the Pension Fund per week for each Covered Employee at the following rates:

   Effective Date: 11-22-02  Rate: $69.00
   Effective Date: 01-01-03  Rate: $79.00
   Effective Date: 01-01-05  Rate: $83.00
   Effective Date: 01-01-09  Rate: $85.00

3. The Employer shall contribute to the Health and Welfare Fund per week for each Covered Employee at the following rates:

   Effective Date: 11-22-02  Rate: $14.00
   Effective Date: 01-01-03  Rate: $14.00
   Effective Date: 01-01-05  Rate: $14.00
   Effective Date: 01-01-09  Rate: $14.00

4. Contribution rates charged after the last Effective Date set forth in paragraphs 2 and 3 will be determined by each new collective bargaining agreement and such rate change shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the periods when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rates required to be paid after termination of a collective bargaining agreement and prior to the effective date of a new collective bargaining agreement or the termination of this Agreement, shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rates or becomes less than 75% of the then published rate for applicable benefit plan and class.

5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement and during a strike except no contributions shall be due during a strike unless the Union and Employer mutually agree in writing therefor. This Agreement and the Employer's obligation to pay contributions shall not be voided until either the Trustees decide to terminate the Agreement and provide written notice of their decision to the Employer or the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received written notice directed to the Fund(s) Contracts Department at the address specified above sent by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute. In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in a) or b) relates only to one Fund, then this Agreement shall remain in effect with respect to the other Fund.

6. When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s) Contracts Department by certified mail (with receipt requested) at the address specified above. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall alone remain enforceable.

7. For purposes of this Agreement, the term "Covered Employee" shall mean any full time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e., short term employees who work for uncertain or irregular duration) unless the collective bargaining agreement specifically excludes contributions on casual employees. Covered Employee shall not include any person employed in a management or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).
8. The Employer agrees to remit contributions on behalf of each Covered Employee who receives, or is entitled to receive, compensation for any part of the Covered Period (regardless of whether the employment relationship is terminated), including regular compensation, overtime pay, holiday pay, disability pay, unemployment pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance arbitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement provides that contributions shall not be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made in the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a retired, unemployed service member or former service member but for his or her absence during a period of unemployment service as defined in 10 C.F.R. §104.3.

9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee work status (including, but not limited to, new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a delinquency, the Employer shall be obligated to pay interest on the amounts due to the Fund(s) from the date when payment was due to the date when payment is made, together with all expenses of collection incurred by the Fund(s), including, but not limited to, attorneys' fees and costs and any other costs incurred by the Trustees or their designated representatives. The payment of contributions that become due after the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered workforce on time, the Employer must pay the contributions billed by the Health and Welfare Fund regardless of actual termination, leave of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.

10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If litigation is required to obtain such access to the Employer's records or to collect additional contributions that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer. The Employer shall pay any attorneys' fees and costs incurred by the Fund(s).

11. The Trustees shall not be required to submit any data or to require the Employer's obligation to pay contributions to any grievance procedure or arbitration process set forth in any collective bargaining agreement.

12. The Employer acknowledges that it is aware of the Fund(s') adverse selection rates (including Special Bulletin 15 A) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rules.

13. This Agreement shall be construed according to the laws of the United States, in all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to collect taxes, the Illinois Sex-Third contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any delinquent contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's liability.

14. This Agreement may not be amended or terminated. To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.

In WITNESS WHEREOF, the Employer and Union have caused this instrument to be executed by their duly authorized representatives the day and year first above written.
PARTICIPATION AGREEMENT

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND
HEALTH AND WELFARE FUND
8277 WEST HOOSIER ROAD
ROSEMEADE, ILLINOIS 60018-4628
PHONE: (847) 518-2200

THIS AGREEMENT sets forth the terms under which the Employer will participate in the Central States, Southeast and Southwest Areas Pension Fund ("Pension Fund") and/or the Central States, Southeast and Southwest Areas Health and Welfare Fund ("Health and Welfare Fund") in accordance with its collective bargaining agreements with the Union covering the job classifications(s) of ____________.

The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health and Welfare Fund, all rates and regulations presently in effect or subsequently adopted by the Trustees of the Fund(s) and the respective Employer and Employee Trustee and their successors.

2. The Employer shall contribute to the Pension Fund per _______________ week/day/shift (choose one) (the "Contribution Period") for each Covered Employee at the following rates:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>_______________</td>
<td>$22.60</td>
</tr>
<tr>
<td>_______________</td>
<td>$25.60</td>
</tr>
</tbody>
</table>

3. The Employer shall contribute to the Health and Welfare Fund per _______________ week/day/shift (choose one) (the "Contribution Period") for each Covered Employee at the following rates:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>_______________</td>
<td></td>
</tr>
<tr>
<td>_______________</td>
<td></td>
</tr>
</tbody>
</table>

4. Contributions made after the last effective date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute and exchange agreements establishing contribution rates during the period unless a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid by an Employer after termination of a collective bargaining agreement and prior to the expiration of a new collective bargaining agreement shall be the rate in effect on the last day of the termination collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than 20.9% of the then published rate for the applicable benefit plan or plans.

5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement and during a strike except as contributions shall be due during a strike unless the Union and the Employer mutually agree in writing to terminate this Agreement and the Employer's obligation to pay contributions to the Fund(s) at that time. If the Fund(s) have received a written notice directed to the Employer's business address of a strike, the Fund(s) have notified the Employer that it is not authorized to contribute to the Pension Fund. In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the bargaining referred to in this paragraph fails to reach to any agreement, then this Agreement shall remain in effect with respect to the Employer.

6. When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly send the new agreement to the Fund(s) (by Contract Department by certified mail return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer's contribution obligation which has been reached due to the Fund(s) as required by this paragraph, shall not be binding on the Trustee and this Agreement and the written agreement(s) that has been substituted to the Fund(s) shall remain enforceable.

7. For purposes of this Agreement, the term "Covered Employee" means any full-time or part-time employees covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e., short-term employees who work in positions of irregular duration) unless the collective bargaining agreement specifically excludes obligations to casual employees. Covered Employee shall not be required to meet occupational or supervisory capacity or any person employed for the principal purpose of obtaining, work from the Fund(s).
37.10.192

37.10.192
PARTICIPATION AGREEMENT

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND/HEALTH AND WELFARE FUND
9377 WEST HIGGINS ROAD
ROSEMONT, ILLINOIS 60018-4938
PHONE: (847) 518-9800

ACCOUNT NUMBER: 0787400-0200-02247A

THIS AGREEMENT sets forth the terms under which the Employer will participate in the Central States, Southeast and Southwest Areas Pension Fund ("Pension Fund") and/or the Central States, Southeast and Southwest Areas Health and Welfare Fund ("Health and Welfare Fund") in accordance with its collective bargaining agreement with the Union covering the following job classification(ies):

and any other job classification covered by the collective bargaining agreement.

1. The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health and Welfare Fund and all amendments subsequently adopted as well as all rules and regulations presently in effect or subsequently adopted by the Trustees of the Fund(s) and accept the respective Employer and Employee Trustees and their successors.

2. The Employer shall contribute to the Pension Fund for each Covered Employee at the following rates:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>6/1/15</td>
<td>$65.10</td>
</tr>
<tr>
<td>6/1/16</td>
<td>$66.10</td>
</tr>
<tr>
<td>6/1/17</td>
<td>$68.80</td>
</tr>
<tr>
<td>6/1/18</td>
<td>$70.80</td>
</tr>
<tr>
<td>6/1/19</td>
<td>$72.80</td>
</tr>
</tbody>
</table>

3. The Employer shall contribute to the Health and Welfare Fund for each Covered Employee at the following rates:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

4. Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the periods when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to either the execution of a new collective bargaining agreement or the termination of this Agreement, shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.

5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until a) the Trustees decide to terminate the participation of the Employer and provide written notice of their decision to the Employer specifying the date of termination of participation or b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s)' Contracts Department at the address specified above sent by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute or c) the date the NLRB certifies the result of an election that terminates the Union's representative status or d) the date the Union's representative status terminates through a valid disclaimer of interest. In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund. In the event an NLRB election or disclaimer of interest referred to in c) or d) relates to only part of the bargaining unit, this Agreement shall remain in effect with respect to the remainder of the bargaining unit.

37.10.193
6. When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s)' Contracts Department by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall alone remain enforceable. The following agreements shall not be valid: a) an agreement that purports to retroactively eliminate or reduce the Employer's statutory or contractual duty to contribute to the Fund(s); b) an agreement that purports to prospectively reduce the contribution rate payable to the Pension Fund or c) an agreement that purports to prospectively eliminate the duty to contribute to the Pension Fund during the stated term of a collective bargaining agreement that has been accepted by the Pension Fund.

7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e. short term employees who work for uncertain or irregular duration) except a casual employee shall not be a Covered Employee with respect to the Health and Welfare Fund if the collective bargaining agreement explicitly excludes casual employees from participation in the Health and Welfare Fund. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).

8. The Employer agrees to remit contributions on behalf of each Covered Employee for any period he/she receives, or is entitled to receive, compensation (regardless of whether the employment relationship is terminated), including show up time pay, overtime pay, holiday pay, disability or illness pay, layoff/severance pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance/arbitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-employed service member or former service member but for his or her absence during a period of uniformed service as defined at 32 C.F.R. §104.3.

9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a delinquency, a) the Employer shall be obligated to pay interest on the monies due to the Fund(s) from the date when payment was due to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), including, but not limited to, attorneys' fees and costs and b) at the option of the Trustees or their delegated representative, the payment of contributions that accrue after the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered workforce on time, the Employer must pay the contributions billed by the Health and Welfare Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.

10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If litigation is required to either obtain access to the Employer's records or to collect additional billings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).

11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement.

12. The Employer acknowledges that it is aware of the Fund(s)' adverse selection rule (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.

13. This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Illinois ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's liability.

14. This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.
IN WITNESS WHEREOF, said Employer and Union have caused this Instrument to be executed by their duly authorized representatives, the day and year first above written.

Redacted by U.S. Department of the Treasury

Printed Name and Title

JULY 17, 2015

Date

6334 N. Beverly Plaza

Romulus, MI 48174

Complete Address of Employer

(734) 729-9440 (734) 729-6414

Telephone Number Fax Number

38-1846864

Federal Employer Identification Number

If the Employer is signatory to a National or Group Contract, indicate the name of such Contract:

MITA Aggregate, Associated Company

Is the Employer an itinerant construction company working on a project or on a seasonal basis? Yes X No

Local Union No. 247

Redacted by U.S. Department of the Treasury

Printed Name and Title

Date

RECEIVED

AUG 03 2015

CONTRACT DEPARTMENT
PARTICIPATION AGREEMENT

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS
PENSION FUND/HEALTH AND WELFARE FUND
9377 WEST HIGGINS ROAD
ROSEMENT, ILLINOIS 60018-4938
PHONE: (847) 518-9800

ACCOUNT NUMBER: 0767500-0300-00247A

THIS AGREEMENT sets forth the terms under which the Employer will participate in the Central States, Southeast and Southwest Areas Pension Fund ("Pension Fund") and/or the Central States, Southeast and Southwest Areas Health and Welfare Fund ("Health and Welfare Fund") in accordance with its collective bargaining agreement with the Union covering the following job classification(s): Laborer, Machine Operator, Hi-Co Operator

and any other job classification covered by the collective bargaining agreement.

1. The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health and Welfare Fund and all amendments subsequently adopted as well as all rules and regulations presently in effect or subsequently adopted by the Trustees of the Fund(s) and accept the respective Employer and Employee Trustees and their successors.

2. The Employer shall contribute to the Pension Fund for each Covered Employee at the following rates:

   Effective Date: 9/21/12
   Rate: $298.50 weekly

   Effective Date: 6/1/13
   Rate: $268.80 weekly

   Effective Date: 6/1/14
   Rate: $279.60 weekly

   Effective Date: 6/1/15
   Rate: $290.80 weekly

3. The Employer shall contribute to the Health and Welfare Fund for each Covered Employee at the following rates:

   Effective Date: not applicable
   Rate: 

   Effective Date: 
   Rate: 

   Effective Date: 
   Rate: 

   Effective Date: 
   Rate: 

   Effective Date: 
   Rate: 

4. Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the periods when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to either the execution of a new collective bargaining agreement or the termination of this Agreement, shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.

5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until a) the Trustees decide to terminate the participation of the Employer and provide written notice of their decision to the Employer specifying the date of termination of participation or b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s)' Contracts Department at the address specified above sent by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute or c) the date the NLRB certifies the result of an election that terminates the Union's representative status or d) the date the Union's representative status terminates through a valid disclaimer of interest. In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund. In the event an NLRB election or disclaimer of interest referred to in c) or d) relates to only part of the bargaining unit, this Agreement shall remain in effect with respect to the remainder of the bargaining unit.
6. When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s)' Contracts Department by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall alone remain enforceable. The following agreements shall not be valid: a) an agreement that purports to retroactively eliminate or reduce the Employer's statutory or contractual duty to contribute to the Fund(s); b) an agreement that purports to prospectively reduce the contribution rate payable to the Pension Fund or c) an agreement that purports to prospectively eliminate the duty to contribute to the Pension Fund during the stated term of a collective bargaining agreement that has been accepted by the Pension Fund.

7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e. short term employees who work for uncertain or irregular duration) except a casual employee shall not be a Covered Employee with respect to the Health and Welfare Fund if the collective bargaining agreement explicitly excludes casual employees from participation in the Health and Welfare Fund. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).

8. The Employer agrees to remit contributions on behalf of each Covered Employee for any period he/she receives, or is entitled to receive, compensation (regardless of whether the employment relationship is terminated), including show up time pay, overtime pay, holiday pay, disability or illness pay, layoffs/layoff pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance/arbitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-employed service member or former service member but for his or her absence during a period of uniformed service as defined at 32 C.F.R. §104.3.

9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a delinquency, a) the Employer shall be obligated to pay interest on the monies due to the Fund(s) from the date when payment was due to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), including, but not limited to, attorneys' fees and costs and b) at the option of the Trustees or their delegated representative, the payment of contributions that accrue after the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered workforce on time, the Employer must pay the contributions billed by the Health and Welfare Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.

10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If litigation is required to either obtain access to the Employer's records or to collect additional billings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).

11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement.

12. The Employer acknowledges that it is aware of the Fund(s)' adverse selection rule (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.

13. This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Illinois ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's liability.

14. This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.
IN WITNESS WHEREOF, said Employer and Union have caused this Instrument to be executed by their duly authorized representatives, the day and year first above written.

Best Block

Redacted by U.S. Department of the Treasury

Date

11/13/13

22001 Groesbeck

Warren, MI 48089

Complete Address of Employer

(586) 772-7000          (586) 772-2340

Telephone Number          Fax Number

38-1819457

Federal Employer Identification Number

If the Employer is signatory to a National or Group Contract, indicate the name of such Contract:

Is the Employer an itinerant construction company working on a project or on a seasonal basis? Yes ______ No ______

Local Union No. 247

Redacted by U.S. Department of the Treasury

Printed Name and Title

11/13/12

Date

RECEIVED

JAN 1 1 2013

CONTRACT DEPARTMENT
PARTICIPATION AGREEMENT

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS
PENSION FUND/HEALTH AND WELFARE FUND
9377 WEST HIGGINS ROAD
ROSEMONT, ILLINOIS 60018-4938
PHONE: (847) 518-9600

ACCOUNT NUMBER: ________________________________

THIS AGREEMENT sets forth the terms under which the Employer will participate in the Central States, Southeast and Southwest Areas Pension Fund ("Pension Fund") and/or the Central States, Southeast and Southwest Areas Health and Welfare Fund ("Health and Welfare Fund") in accordance with its collective bargaining agreement with the Union covering the following job classification(s):

and any other job classification covered by the collective bargaining agreement.

1. The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health and Welfare Fund and all amendments subsequently adopted as well as all rules and regulations presently in effect or subsequently adopted by the Trustees of the Fund(s) and accept the respective Employer and Employee Trustees and their successors.

2. The Employer shall contribute to the Pension Fund for each Covered Employee at the following rates:

   Effective Date: 1/19/11  Rate: $46.20/day/$231 max week
   Effective Date: 6/1/11  Rate: $49.90/day/$249.50 max week
   Effective Date: 6/1/12  Rate: $52.90/day/$264.50 max week
   Effective Date: 6/1/13  Rate: $55.00/day/$275 max week
   Effective Date: 6/1/14  Rate: $57.20/day/$286 max week

3. The Employer shall contribute to the Health and Welfare Fund for each Covered Employee at the following rates:

4. Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the periods when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to the execution of a new collective bargaining agreement or the termination of this Agreement, shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.

5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until a) the Trustees decide to terminate the participation of the Employer and provide written notice of their decision to the Employer specifying the date of termination of participation or b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s) Contracts Department at the address specified above sent by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute or c) the date the NLRB certifies the result of an election that terminates the Union's representative status or d) the date the Union's representative status terminates through a valid disclaimer of interest. In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund. In the event an NLRB election or disclaimer of interest referred to in c) or d) relates to only part of the bargaining unit, this Agreement shall remain in effect with respect to the remainder of the bargaining unit.

-1-

37.10.199
6. When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s)' Contracts Department by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall alone remain enforceable. The following agreements shall not be valid: a) an agreement that purports to retroactively eliminate or reduce the Employer's statutory or contractual duty to contribute to the Fund(s); b) an agreement that purports to prospectively reduce the contribution rate payable to the Pension Fund or c) an agreement that purports to prospectively eliminate the duty to contribute to the Pension Fund during the stated term of a collective bargaining agreement that has been accepted by the Pension Fund.

7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e. short term employees who work for uncertain or irregular duration) except a casual employee shall not be a Covered Employee with respect to the Health and Welfare Fund if the collective bargaining agreement explicitly excludes casual employees from participation in the Health and Welfare Fund. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).

8. The Employer agrees to remit contributions on behalf of each Covered Employee for any period he/she receives, or is entitled to receive, compensation (regardless of whether the employment relationship is terminated), including show up time pay, overtime pay, holiday pay, disability or illness pay, layoff/severance pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance/arbitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-employed service member or former service member but for his or her absence during a period of uniformed service as defined at 32 C.F.R. § 1C4.3.

9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a delinquency, a) the Employer shall be obligated to pay interest on the monies due to the Fund(s) from the date when payment was due to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), including, but not limited to, attorneys' fees and costs and b) at the option of the Trustees or their designated representative, the payment of contributions that accrue after the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered workforce on time, the Employer must pay the contributions billed by the Health and Welfare Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.

10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If litigation is required to either obtain access to the Employer's records or to collect additional billings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).

11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement.

12. The Employer acknowledges that it is aware of the Fund(s)' adverse selection rule (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.

13. This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Illinois ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's liability.

14. This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.
IN WITNESS WHEREOF, said Employer and Union have caused this Instrument to be executed by their duly authorized representatives, the day and year first above written.

Best Concrete & Supply

Redacted by U.S. Department of the Treasury

Printed Name and Title

2/24/11
Date

17200 Dix Toledo Hwy.

Brownstown, Mi 48192

Complete Address of Employer

(734) 283-7055 (734) 283-2378

Telephone Number Fax Number

38-2155471

Federal Employer Identification Number

If the Employer is signatory to a National or Group Contract, indicate the name of such Contract:

N/A

Is the Employer an itinerant construction company working on a project or on a seasonal basis? Yes _____ No X

Local Union No. 247

Redacted by U.S. Department of the Treasury

Printed Name and Title

2-24-11
Date

RECEIVED

MAR 15 2011

CONTRACT DEPARTMENT
PARTICIPATION AGREEMENT

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND/HEALTH AND WELFARE FUND
9377 WEST HIGGINS ROAD
ROSEMONT, ILLINOIS 60018-4938
PHONE: (847) 518-9800

THIS AGREEMENT sets forth the terms under which the Employer will participate in the Central States, Southeast and Southwest Areas Pension Fund ("Pension Fund") and/or the Central States, Southeast and Southwest Areas Health and Welfare Fund ("Health and Welfare Fund") in accordance with the collective bargaining agreement with the Union covering the following job classification(s): and any other job classification covered by the collective bargaining agreement.

1. The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health and Welfare Fund and all amendments subsequently adopted as well as all rules and regulations presently in effect or subsequently adopted by the Trustees of the Fund(s) and accept the respective Employer and Employee Trustees and their successors.

2. The Employer shall contribute to the Pension Fund for each Covered Employee at the following rates:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>04/01/08</td>
<td>$85.00</td>
</tr>
<tr>
<td>04/27/08</td>
<td>$91.80</td>
</tr>
<tr>
<td>04/01/09</td>
<td>$99.10</td>
</tr>
<tr>
<td>04/01/10</td>
<td>$107.00</td>
</tr>
<tr>
<td>04/01/11</td>
<td>$115.60</td>
</tr>
<tr>
<td>04/01/12</td>
<td>$124.80</td>
</tr>
<tr>
<td>04/01/13</td>
<td>$134.78</td>
</tr>
</tbody>
</table>

3. The Employer shall contribute to the Health and Welfare Fund for each Covered Employee at the following rates:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

4. Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the periods when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to the execution of a new collective bargaining agreement or the termination of this Agreement, shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.

5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until a) the Trustees decide to terminate the participation of the Employer and provide written notice of their decision to the Employer specifying the date of termination of participation or b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice of their participation of the Employer, as described in the contract or statute.

6. When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s)' Contracts Department at certified mail (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees. The Agreement and the written agreement(s) that has been submitted to the Fund(s) shall remain enforceable. The following agreements shall not be valid: a) an agreement that purports to retroactively eliminate or reduce the Employer's contribution obligation which has not been submitted to the Fund(s); b) an agreement that purports to substantially reduce the contribution rate payable to the Pension Fund or c) an agreement that purports to prospectively eliminate the duty to contribute to the Pension Fund during the stated term of a collective bargaining agreement that has been accepted by the Pension Fund.

37.10.202
For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e., short term employees who work for uncertain or irregular duration) except a casual employee shall not be a Covered Employee with respect to the Health and Welfare Fund if the collective bargaining agreement explicitly excludes casual employees from participation in the Health and Welfare Fund. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).

8. The Employer agrees to remit contributions on behalf of each Covered Employee for any period he/she receives, or is entitled to receive, compensation (regardless of whether the employment relationship is terminated), including all tips, overtime pay, holiday pay, disability or illness pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance/arbitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is re-employed service member or former service member but for his or her absence during a period of uniformed service as defined in 32 C.F.R. §104.3.

9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a delinquency, a) the Employer shall be obligated to pay interest on the monies due to the Fund(s) from the date when payment was due to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), b) in addition, but not limited to, attorneys' fees and costs, and c) at the option of the Trustees or their delegated representative, the payment of contributions that accrue after the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered workforce on time, the Employer must pay the contributions billed by the Health and Welfare Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.

10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If litigation is required to either obtain access to the Employer's records or to collect additional billings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).

11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement.

12. The Employer acknowledges that it is aware of the Fund(s)' adverse selection rule (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.

13. This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Illinois ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's liability.

14. This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.

IN WITNESS WHEREOF, said Employer and Union have caused this instrument to be executed by their duly authorized representatives, the day and year first above written.

[Signature]

Redacted by U.S. Department of the Treasury

Date 23/4/2009

Complete Address of Employer

Physical Address

City, State, Zip

Telephone Number

Fax Number

Federal Employer Identification Number

If the Employer is signatory to a National or Group Contract, indicate the name of such Contract: [Heavy, Highway, Railroad, and Underground Utility Contracting Agreement between Highway, Heavy, and Utility Division - ICA, Inc. and Teamsters Joint Council No. 69]

Is the Employer an itinerant construction company, working on a project or on a Seasonal basis: Yes / No
PARTICIPATION AGREEMENT

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS
PENSION FUND/HEALTH AND WELFARE FUND
9377 WEST HIGGINS ROAD
ROSEMONT, ILLINOIS 60018-4938
PHONE: (847) 518-9800

ACCOUNT NUMBER: __________

THIS AGREEMENT sets forth the terms under which the Employer will participate in the Central States, Southeast and Southwest Areas Pension Fund ("Pension Fund") and/or the Central States, Southeast and Southwest Areas Health and Welfare Fund ("Health and Welfare Fund") in accordance with its collective bargaining agreement with the Union covering the following job classification(s): Warehouse work & lift truck driver and semi drivers

and any other job classification covered by the collective bargaining agreement.

1. The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health and Welfare Fund and all amendments subsequently adopted as well as all rules and regulations presently in effect or subsequently adopted by the Trustees of the Fund(s) and accept the respective Employer and Employee Trustees and their successors.

2. The Employer shall contribute to the Pension Fund for each Covered Employee at the following rates:

   Effective Date: 6/6/13  Rate: $138.10 per week
   Effective Date: 6/6/14  Rate: $143.60 per week
   Effective Date: 6/6/15  Rate: $149.30 per week

3. The Employer shall contribute to the Health and Welfare Fund for each Covered Employee at the following rates:

   Effective Date: _________  Rate: ______________
   Effective Date: _________  Rate: ______________
   Effective Date: _________  Rate: ______________
   Effective Date: _________  Rate: ______________
   Effective Date: _________  Rate: ______________

4. Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the periods when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to either the execution of a new collective bargaining agreement or the termination of this Agreement, shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.

5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer’s obligation to pay contributions shall not terminate until a) the Trustees decide to terminate the participation of the Employer and provide written notice of their decision to the Employer specifying the date of termination of participation or b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s)’ Contracts Department at the address specified above sent by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute or c) the date the NLRB certifies the result of an election that terminates the Union’s representative status or d) the date the Union’s representative status terminates through a valid disclaimer of interest. In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund. In the event an NLRB election or disclaimer of interest referred to in c) or d) relates to only part of the bargaining unit, this Agreement shall remain in effect with respect to the remainder of the bargaining unit.
6. When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s)' Contracts Department by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall alone remain enforceable. The following agreements shall not be valid: a) an agreement that purports to retroactively eliminate or reduce the Employer's statutory or contractual duty to contribute to the Fund(s); b) an agreement that purports to prospectively reduce the contribution rate payable to the Pension Fund or c) an agreement that purports to prospectively eliminate the duty to contribute to the Pension Fund during the stated term of a collective bargaining agreement that has been accepted by the Pension Fund.

7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e. short term employees who work for uncertain or irregular duration) except a casual employee shall not be a Covered Employee with respect to the Health and Welfare Fund if the collective bargaining agreement explicitly excludes casual employees from participation in the Health and Welfare Fund. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).

8. The Employer agrees to remit contributions on behalf of each Covered Employee for any period he/she receives, or is entitled to receive, compensation (regardless of whether the employment relationship is terminated), including show up time pay, overtime pay, holiday pay, disability or illness pay, layoffs/severance pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance/arbitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-employed service member or former service member but for his or her absence during a period of uniformed service as defined at 32 C.F.R. §104.3.

9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a delinquency, a) the Employer shall be obligated to pay interest on the monies due to the Fund(s) from the date when payment was due to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), including, but not limited to, attorneys' fees and costs and b) at the option of the Trustees or their delegated representative, the payment of contributions that accrue after the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered workforce on time, the Employer shall pay the contributions billed by the Health and Welfare Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.

10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If litigation is required to either obtain access to the Employer's records or to collect additional billings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).

11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement.

12. The Employer acknowledges that it is aware of the Fund(s)' adverse selection rule (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.

13. This Agreement shall be construed in all respects according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Illinois ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's liability.

14. This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.
IN WITNESS WHEREOF, said Employer and Union have caused this Instrument to be executed by their duly authorized representatives, the day and year first above written.

**Better Made Snack Foods, Inc.**

Employer Name

Redacted by U.S. Department of the Treasury

X 8/30/13

Date

505 N. Euclid Avenue

Bay City, MI 48706

Complete Address of Employer

989-684-6271  989-684-6390

Telephone Number  Fax Number

X 35-0454156

Federal Employer Identification Number

If the Employer is signatory to a National or Group Contract, indicate the name of such Contract:

Is the Employer an itinerant construction company working on a project or on a seasonal basis? Yes _____ No X

Redacted by U.S. Department of the Treasury

X 9/30/2013

Date

RECEIVED

OCT 08 2013

CONTRACT DEPARTMENT

37.10.206
PARTICIPATION AGREEMENT

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS
PENSION FUND/HEALTH AND WELFARE FUND
9377 WEST HIGGINS ROAD
ROSELAND, ILLINOIS 60440-4028
PHONE (847) 519-9000

THOMAS P. DOWNS

EMPLOYER:

This Agreement sets forth the terms under which the Employer will participate in the Central States, Southeast and Southwest Areas Pension Fund ("Pension Fund") and/or the Central States, Southeast and Southwest Areas Health and Welfare Fund ("Health and Welfare Fund") in accordance with its collective bargaining agreement with the Union covering the following job classifications: SIDEWALKMEN, CONCRETE MIXERS, DRIVERS, OPERATORS, PLUMBERS, AND ANY OTHER JOB CLASSIFICATION COVERED BY THE COLLECTIVE BARGAINING AGREEMENT.

1. The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health and Welfare Fund and all amendments subsequently adopted as well as all rules and regulations presently in effect or subsequently adopted by the Trustees of the fund(s) and accept the respective Employer and Employee Trustees and their successors.

2. The Employer shall contribute to the Pension Fund for each Covered Employee at the following rates:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>May 1, 2007</td>
<td>$133.90</td>
</tr>
<tr>
<td>May 1, 2008</td>
<td>$144.60</td>
</tr>
<tr>
<td>May 1, 2009</td>
<td>$156.25</td>
</tr>
<tr>
<td>May 1, 2010</td>
<td>$168.20</td>
</tr>
<tr>
<td>May 1, 2011</td>
<td>$182.20</td>
</tr>
</tbody>
</table>

3. The Employer shall contribute to the Health and Welfare Fund for each Covered Employee at the following rates:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

4. Contribution rate changes: After the last Effective Date set forth in paragraph 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the period when a new collective bargaining agreement is being negotiated. The absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to the execution of a new collective bargaining agreement for the termination of this Agreement, shall be the highest rate on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels at the contribution rate if it becomes less than the then published rate for the applicable benefit plan or class.

5. The Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until a) the Trustees decide to terminate the participation of the Employer and provide written notice of the decision to the Employer or b) the Employer's collective bargaining agreement with the Fund(s) and the Fund(s) has been terminated in accordance with the terms and conditions of the fund(s) and the Act. The Employer shall make contributions to the Fund(s) in accordance with the terms and conditions of the fund(s) and the Act.

6. When a new collective bargaining agreement is signed by the Employer and the Union to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s) or the Act. The Employer shall submit any agreement or modification which affects the Employer's contribution obligation and has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the Act. The Agreement does not terminate or modify the contribution rate payable to the Pension Fund, except that an agreement that purports to modify the contribution rate payable to the Pension Fund does not affect the contribution rate.

7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e., short term employees who work for a term of not more than two weeks) except that casual employees shall be Covered Employees with respect to the Health and Welfare Fund. The collective bargaining agreement explicitly excludes casual employees from participation in the Health and Welfare Fund. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed by the principal purpose of excluding benefits from the Fund(s).

KL:WPWNO9contractdepartment?AC005+104006.pnga.pnga.pnga.png
8. The Employer agrees to make contributions on behalf of each Covered Employee for any period he/she receives or is entitled to receive, compensation (regardless of whether the employment relationship is terminated), including show up time, pay, overtime pay, holiday pay, disability or illness pay, severance pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance arbitration proceeding or other legal proceeding of settlement if the collective bargaining agreement states that contributions shall be due and shall not be due to any Covered Employee for a specified waiting period. No contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-employed service member or former service member but for his or her absence during a period of uniformed service as defined in 32 C.F.R. §104.3.

9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee's compensation (excluding, but not limited to, new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a default, the Employer shall be obligated to pay interest on the amount due for the Fund(s) from the date when payment was due to the date when payment is made, together with all expenses of collection incurred by the Fund(s), including, but not limited to, attorneys fees and costs, and b) at the option of the Trustees or their designated representative, the payment of contributions that accrue after the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered workforce on time, the Employer must pay the contributions billed by the Health and Welfare Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the employment of any Employer that fails to timely pay required contributions.

10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). A mediation is required to enter into a collective bargaining agreement. The Employer shall pay any attorneys' fees and costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).

11. The Trustees shall be entitled to any dispute concerning the Employer's obligation to pay contributions to any grievance arbitration procedure for any collective bargaining agreement.

12. The Employer acknowledges that it is aware of the Fund's adherence to the arbitration procedure (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it shall not enter into any agreement or engage in any practice that violates this agreement.

13. The Agreement shall be in the event of a national emergency, the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the laws shall be the laws of the state in which the Employer's principal place of business is located. The Employer agrees that the laws of the United States shall be the laws of the state in which the Employer's principal place of business is located. The Employer agrees that the laws of the United States shall be the laws of the state in which the Employer's principal place of business is located.

14. This Agreement may not be modified by the parties to this Agreement without the written consent of the Fund(s). To the extent there exists any conflict between this Agreement and any other provisions of law, the provisions of this Agreement shall control.

IN WITNESS WHEREOF, the Employer and the Union have caused their authorized representatives to sign this Agreement, the day and year first above written.

BEAVER LUMBER COMPANY

Redacted by U.S. Department of the Treasury

5-16-07

REDacted by U.S. Department of the Treasury

ST. LOUIS, MO 63132

CONTRACT DEPARTMENT

RECEIVED

MAY 25, 2007

ST. LOUIS, MO 63132

CONTRACT DEPARTMENT

If the Employer is a partner in a National or Group Contract, indicate the name of such Contract: [ ]

Is the Employer an independent contractor or a principal of a corporation which works on a project or on a seasonal basis? Yes [ ] No [X]

37.10.208
PARTICIPATION AGREEMENT

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND/HEALTH AND WELFARE FUND
9277 WEST HIGGINS ROAD
ROSEMONT, ILLINOIS 60018-4938
PHONE: (847) 518-9000

THIS AGREEMENT sets forth the terms under which the Employer will participate in the Central States, Southeast and Southwest Areas Pension Fund ("Pension Fund") and/or the Central States, Southeast and Southwest Areas Health and Welfare Fund ("Health and Welfare Fund") in accordance with its collective bargaining agreement with the Union covering the job classification(s) of: [Classification(s)] and any other job classification covered by the collective bargaining agreement.

1. The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health and Welfare Fund, all rules and regulations presently in effect or subsequently adopted by the Trustees of the Fund(s) and accept the respective Employer and Employee Trustees and their successors.

2. The Employer shall contribute to the Pension Fund per [Week/day/week] (choose one) (the "Contribution Period") for each Covered Employee at the following rates:

   Effective Date: July 19, 2002  Rate: 124.00
   Effective Date: July 19, 2003  Rate: 124.00
   Effective Date: July 19, 2004  Rate: 124.00
   Effective Date: July 19, 2005  Rate: 124.00
   Effective Date: __________________________  Rate: __________________

3. The Employer shall contribute to the Health and Welfare Fund per week/month (choose one) (the "Contribution Period") for each Covered Employee at the following rates:

   Effective Date: __________________________  Rate: __________________
   Effective Date: __________________________  Rate: __________________
   Effective Date: __________________________  Rate: __________________
   Effective Date: __________________________  Rate: __________________

4. Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the periods when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to the expiration of a new collective bargaining agreement or the termination of this Agreement shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.

5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement and during a strike except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until either a) the Trustees decide to terminate the Agreement and provide written notice of their decision to the Employer or b) the Employer is no longer obligated by a collective bargaining agreement to continue contributions to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s) by the Trustees. The Trustees shall then have the right to receive contributions to the Fund(s) from the Employer as long as the Employer is not required to contribute. In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund.

6. When a new collective bargaining agreement is signed by the Employer and the Union agreeing to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s) for approval by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which affects the contribution obligation which has not been submitted to the Fund(s) as required by this paragraph shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall alone remain enforceable.

7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes all employees (i.e., short term employees who work for uncertain duration) unless the collective bargaining agreement explicitly excludes contributions on casual employees. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).
8. The Employer agrees to remit contributions on behalf of each Covered Employee who receives or is entitled to receive compensation for any part of the Contribution Period (regardless of whether the employment relationship is maintained), including: salary, wages, hourly pay, overtime pay, holiday pay, disability or illness pay, layoff/reduction in pay, vacation pay, or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance arbitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would otherwise be paid on any Covered Employee who is a re-employed service member or former service member but for his or her absence during a period of uniformed service as defined in 10 C.F.R. §104.3.

9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee work force (including, but not limited to new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a discrepancy, a) the Employer shall be obligated to pay interest on the money due to the Fund(s) from the date when payment was due, to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), including, but not limited to, attorneys’ fees and costs and b) at the option of the Trustees or their delegated representative, the payment of contributions that occur after the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered workforce on time, the Employer must pay the contributions billed by the Health and Welfare Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.

10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If litigation is required to either obtain access to the Employer’s records or to collect any contributions, including: salary, wages, hourly pay, overtime pay, holiday pay, disability or illness pay, layoff/reduction in pay, vacation pay, or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance arbitration proceeding or other legal proceeding or settlement.

11. The Trustees shall be notified of any dispute concerning the Employer’s obligation to pay contributions to any labor relations or arbitration procedure set forth in any collective bargaining agreement.

12. The Employer acknowledges that it is aware of the Fund(s) adverse selection rules (including Special Bulletin 99-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rules.

13. The Agreement shall be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the ten-year statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer’s liability.

14. This Agreement may not be orally modified or terminated. To the extent there exists any conflict between any provisions of this Participating Agreement and any provisions of the collective bargaining agreement, this Participating Agreement shall control.

IN WITNESS WHEREOF, the Employer and Union have caused this instrument to be executed by their duly authorized representatives, the day and year first written above.

[Signature]

[Signature]

Redacted by U.S. Department of the Treasury

Redacted by U.S. Department of the Treasury

2000 Bay City Rd

Mailbox # 48412

Complete Address of Employer

989 496-0066 ext. 245, 989 496-0144

Telephone Number  Fax Number

2/8/3 3/14/74

Federal Employer Number
PARTICIPATION AGREEMENT

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND
HEALTH AND WELFARE FUND
9377 WEST HIGGINS ROAD
ROSEMONT, ILLINOIS 60018-4938
PHONE: (847) 518-9800

ACCOUNT NUMBER: 0846900-0207-00135A

THIS AGREEMENT sets forth the terms under which the Employer will participate in the Central States, Southeast and Southwest Areas Pension Fund ("Pension Fund") and/or the Central States, Southeast and Southwest Areas Health and Welfare Fund ("Health and Welfare Fund") in accordance with its collective bargaining agreement with the Union covering the following job classification(s): Truck drivers and yardmen

and any other job classification covered by the collective bargaining agreement.

1. The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health and Welfare Fund and all amendments subsequently adopted as well as all rules and regulations presently in effect or subsequently adopted by the Trustees of the Fund(s) and accept the respective Employer and Employee Trustees and their successors.

2. The Employer shall contribute to the Pension Fund for each Covered Employee at the following rates:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>06/01/2013</td>
<td>$58.30</td>
</tr>
<tr>
<td>06/01/2014</td>
<td>$60.60</td>
</tr>
<tr>
<td>06/01/2015</td>
<td>$63.00</td>
</tr>
</tbody>
</table>

3. The Employer shall contribute to the Health and Welfare Fund for each Covered Employee at the following rates:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

4. Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the periods when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to either the execution of a new collective bargaining agreement or the termination of this Agreement, shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.

5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until a) the Trustees decide to terminate the participation of the Employer and provide written notice of their decision to the Employer specifying the date of termination of participation or b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s) Contracts Department at the address specified above sent by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute or c) the date the NLRA certifies the result of an election that terminates the Union's representative status or d) the date the Union's representative status terminates through a valid disclaimer of interest. In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund. In the event an NLRB election or disclaimer of interest referred to in c) or d) relates to only part of the bargaining unit, this Agreement shall remain in effect with respect to the remainder of the bargaining unit.

-1-

37.10.211
6. When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s) with the Department by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which is binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall alone affect the Employer’s contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not remain enforceable. The following agreements shall not be valid: a) an agreement that purports to retroactively eliminate or reduce the Employer’s statutory or contractual duty to contribute to the Fund(s); b) an agreement that purports to prospectively reduce the contribution rate payable to the Pension Fund or c) an agreement that purports to prospectively eliminate the duty to contribute to the Pension Fund during the stated term of a collective bargaining agreement that has been accepted by the Pension Fund.

7. For purposes of this Agreement, the term “Covered Employee” shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e., short term employees who work for uncertain or irregular duration) except a casual employee shall not be a Covered Employee with respect to the Health and Welfare Fund if the collective bargaining agreement explicitly excludes casual employees from participation in the Health and Welfare Fund. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).

8. The Employer agrees to remit contributions on behalf of each Covered Employee for any period he/she receives or is entitled to receive, compensation (regardless of whether the employment relationship is terminated). Including, but not limited to, overtime pay, holiday pay, disability or illness pay, layoff/severance pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance/arbitration proceeding or any legal proceeding or settlement. If the collective bargaining agreement states that contributions shall be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-employed service member or former service member but for his or her absence during a period of uniformed service as defined at 32 C.F.R. §104.3.

9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a delinquency, a) the Employer shall be obligated to pay interest on the monies due to the Fund(s) from the date when payment was due to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), including, but not limited to, attorneys’ fees and costs and b) at the option of the Trustees or their delegated representative, the payment of contributions that accrue after the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered workforce on time, the Employer must pay the contributions billed by the Health and Welfare Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.

10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If litigation is required to either obtain access to the Employer’s records or to collect additional billings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys’ fees and costs incurred by the Fund(s).

11. The Trustees shall not be required to submit any dispute concerning the Employer’s obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement.

12. The Employer acknowledges that it is aware of the Fund(s) adverse selection rule (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.

13. This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Illinois ten-year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer’s liability.

14. This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.
IN WITNESS WHEREOF, said Employer and Union have caused this instrument to be executed by their duly authorized representatives, the day and year first above written.

Black Lumber Co, Inc

Employer Name

Redacted by U.S. Department of the Treasury

Date

1710 S. Henderson St

Complete Address of Employer

Bloomington, IN 47401

Local Union No. Teamsters Local Union #135

Redacted by U.S. Department of the Treasury

Date

3712-3327208 8723319444

Telephone Number Fax Number

35-0902347

Federal Employer Identification Number

If the Employer is signatory to a National or Group Contract, indicate the name of such Contract: NO

Is the Employer an itinerant construction company working on a project or on a seasonal basis? Yes No ✔

RECEIVED

SEP 06 2013

CONTRACT DEPARTMENT
PARTICIPATION AGREEMENT

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS
PENSION FUND/HEALTH AND WELFARE FUND
9377 WEST HIGGINS ROAD
ROSEMONT, ILLINOIS 60018-4938
PHONE: (847) 518-5800

ACCOUNT NUMBER: ____________________________

THIS AGREEMENT sets forth the terms under which the Employer will participate in the Central States, Southeast and Southwestern Areas Pension Fund ("Pension Fund") and/or the Central States, Southeast and Southwest Areas Health and Welfare Fund ("Health and Welfare Fund") in accordance with its collective bargaining agreement with the Union covering the following job classification(s): TRUCK DRIVERS

and any other job classification covered by the collective bargaining agreement.

1. The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health and Welfare Fund and all amendments subsequently adopted as well as all rules and regulations presently in effect or subsequently adopted by the Trustees of the Fund(s) and accept the respective Employer and Employee Trustees and their successors.

2. The Employer shall contribute to the Pension Fund for each Covered Employee at the following rates:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>APRIL 1, 2014</td>
<td>$142.90 WEEKLY RATE</td>
</tr>
<tr>
<td>APRIL 1, 2015</td>
<td>$151.50 WEEKLY</td>
</tr>
<tr>
<td>APRIL 1, 2016</td>
<td>$157.60 WEEKLY</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

3. The Employer shall contribute to the Health and Welfare Fund for each Covered Employee at the following rates:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

4. Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the periods when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to either the execution of a new collective bargaining agreement or the termination of this Agreement, shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.

5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until a) the Trustees decide to terminate the participation of the Employer and provide written notice of their decision to the Employer specifying the date of termination of participation or b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s)' Contracts Department at the address specified above sent by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute or c) the date the NLRB certifies the result of an election that terminates the Union's representative status or d) the date the Union's representative status terminates through a valid disclaimer of interest. In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund. In the event an NLRB election or disclaimer of interest referred to in c) or d) relates to only part of the bargaining unit, this Agreement shall remain in effect with respect to the remaining of the bargaining unit.

-1-

37.10.214
6. When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s)' Contracts Department by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall alone remain enforceable. The following agreements shall not be valid: a) an agreement that purports to retroactively eliminate or reduce the Employer's statutory or contractual duty to contribute to the Fund(s); b) an agreement that purports to prospectively reduce the contribution rate payable to the Pension Fund or c) an agreement that purports to prospectively eliminate the duty to contribute to the Pension Fund during the stated term of a collective bargaining agreement that has been accepted by the Pension Fund.

7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e., short term employees who work for uncertain or irregular duration) except a casual employee shall not be a Covered Employee with respect to the Health and Welfare Fund if the collective bargaining agreement explicitly excludes casual employees from participation in the Health and Welfare Fund. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).

8. The Employer agrees to remit contributions on behalf of each Covered Employee for any period he/she receives, or is entitled to receive, compensation (regardless of whether the employment relationship is terminated), including show up time, overtime pay, holiday pay, disability or illness pay, layoff/severance pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance/arbitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-employed service member or former service member but for his or her absence during a period of uniformed service as defined at 32 C.F.R. §104.3.

9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a delinquency, a) the Employer shall be obligated to pay interest on the monies due to the Fund(s) from the date when payment was due to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), including, but not limited to, attorneys' fees and costs and b) at the option of the Trustees or their designated representative, the payment of contributions that accrue after the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered workforce on time, the Employer must pay the contributions billed by the Health and Welfare Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.

10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If litigation is required to either obtain access to the Employer's records or to collect additional billings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).

11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement.

12. The Employer acknowledges that it is aware of the Fund(s)' adverse selection rule (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.

13. This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Illinois ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's liability.

14. This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.
IN WITNESS WHEREOF, said Employer and Union have caused this Instrument to be executed by their duly authorized representatives, the day and year first above written.

<table>
<thead>
<tr>
<th>Blankenberger Brothers, Inc.</th>
<th>315</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Employer Name)</td>
<td></td>
</tr>
<tr>
<td>Redacted by U.S. Department</td>
<td></td>
</tr>
<tr>
<td>of the Treasury</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>July 21, 2014</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Date</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>11700 Water Tank Rd.</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Complete Address of Employer</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>812-845-2717</th>
<th>812-845-2727</th>
</tr>
</thead>
<tbody>
<tr>
<td>Telephone Number</td>
<td>Fax Number</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>35-1057095</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Federal Employer Identification Number</td>
<td></td>
</tr>
</tbody>
</table>

If the Employer is signatory to a National or Group Contract, indicate the name of such Contract:

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
</table>

Is the Employer an itinerant construction company working on a project or on a seasonal basis?  Yes  No

RECEIVED

JUL 30 2014

CONTACT DEPARTMENT
PARTICIPATION AGREEMENT
CENTRAL STATES SOUTHEAST AND SOUTHWEST AREAS PENSION FUND HEALTH AND WELFARE FUND
3377 WEST HIGGINS ROAD
ROSEMONT, ILLINOIS 60018-4938
PHONE: (847) 518-8000

THIS AGREEMENT sets forth the terms under which the Employer will participate in the Central States, Southeast and Southwest Areas Pension Fund ("Pension Fund") and/or the Central States, Southeast and Southwest Areas Health and Welfare Fund ("Health and Welfare Fund") in accordance with its collective bargaining agreement with the Union covering the following job classifications: Drivers (Rel. Class.) and any other job classifications covered by the collective bargaining agreement and the Agreement between the Health and Welfare Fund and the Illinois Conference of Teamsters and Employers Welfare Fund both of which are incorporated herein.

1. The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health and Welfare Fund, all rules and regulations presently in effect or subsequently adopted by the Trustees of the Fund(s) and accept the respective Employer and Employee Trustees and their successors.

2. The Employer shall contribute to the Pension Fund for each Covered Employee at the following rates:

   Effective Date: ____________________  Rate: ____________________
   Effective Date: ____________________  Rate: ____________________
   Effective Date: ____________________  Rate: ____________________
   Effective Date: ____________________  Rate: ____________________
   Effective Date: ____________________  Rate: ____________________

3. The Employer shall contribute to the Health and Welfare Fund for each Covered Employee at the following rates:

   Effective Date: 7/1/05  Rate: $7.00 per hour
   Effective Date: ____________________  Rate: ____________________
   Effective Date: ____________________  Rate: ____________________
   Effective Date: ____________________  Rate: ____________________
   Effective Date: ____________________  Rate: ____________________

4. Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an amendment agreement establishing contribution rates during the period when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rates required to be paid after termination of a collective bargaining agreement apply and prior to either the execution of a new collective bargaining agreement or the termination of this Agreement. The rates in effect on the last day of the terminated collective bargaining agreement shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.

5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the term of a collective bargaining agreement and during a strike except contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until a) the Trustees decide to terminate the participation of the Employer and provide written notice of their decision to the Employer specifying the date of termination of participation or b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s) Contracts Department at the address specified above sent by certified mail with return receipt requested which describes the reason why the Employer has no longer obligation to contribute or c) the date the NEA determines the results of an election that terminates the Union's representation status or d) the date the Union's representation status terminates through a valid disclaimer of interest. In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund. In the event an NEA election or disclaimer of interest referred to in c) or d) relates to only one of the bargaining units, this Agreement shall remain in effect with respect to the remaining bargaining unit.

6. When a new collective bargaining agreement is signed by or for the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s) Contracts Department by certified mail (return receipt requested) at the address specified above. Any agreement or modification which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall remain enforceable. The following agreements shall not be valid: a) an agreement that purports to retroactively change, alter or reduce the Employer's statutory or contractual duty to contribute to the Fund(s); b) an agreement that purports to prospectively reduce the contribution rate payable to the Pension Fund or c) an agreement that purports to prospectively eliminate the duty to contribute to the Pension Fund during the stated term of a collective bargaining agreement that has been accepted by the Pension Fund.
7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e., short-term employees who work for minimum or regular duration) except a casual employee shall not be a Covered Employee with respect to the Health and Welfare Fund if the collective bargaining agreement expressly excludes casual employees from participation in the Health and Welfare Fund. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of collecting benefits from the Fund(s).

8. The Employer agrees to remit contributions on behalf of each Covered Employee for any period herein referred, or is entitled to receive, compensation; (regardless of whether the employment relationship is terminated), including show up time pay, overtime pay, holiday pay, disability or illness pay, annual or sick leave, vacation pay or time paid as wage or wages which are the result of any National Labor Relations Board proceeding, grievance arbitration proceedings or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due in the event Covered Employee is not employed by the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury at the time Covered Employee is not entitled to compensation, the Employer shall pay any contributions that would have otherwise been paid on the Covered Employee who is a re-employed service member, or former service member but for his or her absence during a period of uniformed service as defined at 10 C.F.R. §1043.1

9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to, new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a deficiency, each Employer shall be obligated to pay interest on the money due the Fund(s) from the date the payment is due and from the date the payment is made. Together with all expenses of collection incurred by the Fund(s), including, but not limited to, attorneys' fees and costs; and 5) at the option of the Trustees or their designated representative, the payment of contributions that accrue after the Employer has been notified in writing that are owed for each calendar week (Sunday through Saturday) that ends on the following Monday; and the Employer fails to report changes in the Covered workforce on time, the Employer must pay the contributions billed by the Health and Welfare Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.

10. The Employer will provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If direction is required to either obtain access to the Employer's records or to collect additional information, the Employer will cooperate in conducting the review and shall pay by the Employer all costs incurred by the Fund(s). The Employer shall pay any attorneys' fees and costs incurred by the Fund(s).

11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance arbitration or similar non-termination procedure set forth in any collective bargaining agreement.

12. The Employer acknowledges that it is aware of the Fund(s)'s adverse selection rule (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.

13. This Agreement shall be construed according to the laws of the United States. In all actions between the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Illinois ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's liability.

14. This Agreement may be modified or terminated without written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.

IN WITNESS WHEREOF, the Employer and Union have caused this Instrument to be executed by their duly authorized representatives, the day and year first above written.

Blakenship Construction Co.

[Signature]

Employer Name

Redacted by U.S. Department of the Treasury

Date: 7-14-05

[Signature]

Employer Name

Redacted by U.S. Department of the Treasury

Date: 7-19-05

ARTICLES OF CONSTRUCTION

is the Employer an Illinois construction company working on a project or on a seasonal basis: Yes X No

rev. 02/05

37.10.218
PARTICIPATION AGREEMENT

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS
PENSION FUND/HEALTH AND WELFARE FUND
9377 WEST HIGGINS ROAD
ROSEMONT, ILLINOIS: 60018-4938
PHONE: (847) 518-9800

ACCOUNT NUMBER: __________________________

THIS AGREEMENT sets forth the terms under which the Employer will participate in the Central States, Southeast and Southwest Areas Pension Fund ("Pension Fund") and/or the Central States, Southeast and Southwest Areas Health and Welfare Fund ("Health and Welfare Fund") in accordance with its collective bargaining agreement with the Union covering the following job classification(s): Construction truck drivers and any other job classification covered by the collective bargaining agreement.

1. The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health and Welfare Fund and all amendments subsequently adopted as well as all rules and regulations presently in effect or subsequently adopted by the Trustees of the Fund(s) and accept the respective Employer and Employee Trustees and their successors.

2. The Employer shall contribute to the Pension Fund for each Covered Employee at the following rates:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>5/20/15</td>
<td>$217.60 per week</td>
</tr>
<tr>
<td>5/1/16</td>
<td>$226.30 per week</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

3. The Employer shall contribute to the Health and Welfare Fund for each Covered Employee at the following rates:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>5/20/15</td>
<td>$10.40 per hour</td>
</tr>
<tr>
<td>5/1/16</td>
<td>not to exceed $12.20 per hour</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

4. Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an Interim agreement establishing contribution rates during the periods when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to either the execution of a new collective bargaining agreement or the termination of this Agreement, shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.

5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until a) the Trustees decide to terminate the participation of the Employer and provide written notice of their decision to the Employer specifying the date of termination of participation or b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the (name(s)) Contracts Department at the address specified above sent by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute or c) the date the NLRB certifies the result of an election that terminates the Union's representative status or d) the date the Union's representative status terminates through a valid disclaimer of interest. In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund. In the event an NLRB election or disclaimer of interest referred to in c) or d) relates to only part of the bargaining unit, this Agreement shall remain in effect with respect to the remainder of the bargaining unit.

37.10.219
6. When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s) Contracts Department by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall alone remain enforceable. The following agreements shall not be valid: a) an agreement that purports to retroactively eliminate or reduce the Employer's statutory or contractual duty to contribute to the Fund(s); b) an agreement that purports to prospectively reduce the contribution rate payable to the Pension Fund or c) an agreement that purports to prospectively eliminate the duty to contribute to the Pension Fund during the stated term of a collective bargaining agreement that has been accepted by the Pension Fund.

7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e. short term employees who work for uncertain or irregular duration) except a casual employee shall not be a Covered Employee with respect to the Health and Welfare Fund if the collective bargaining agreement explicitly excludes casual employees from participation in the Health and Welfare Fund. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).

8. The Employer agrees to remit contributions on behalf of each Covered Employee for any period he/she receives, or is entitled to receive, compensation (regardless of whether the employment relationship is terminated), including show up time pay, overtime pay, holiday pay, disability or illness pay, layoff/severance pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance/arbitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-employed service member or former service member but for his or her absence during a period of uniformed service as defined at 32 C.F.R. §104.3.

9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a delinquency, a) the Employer shall be obligated to pay interest on the monies due to the Fund(s) from the date when payment was due to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), including, but not limited to, attorneys' fees and costs and b) at the option of the Trustees or their delegated representative, the payment of contributions that accrue after the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered workforce on time, the Employer must pay the contributions billed by the Health and Welfare Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.

10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If litigation is required to obtain access to the Employer's records or to collect additional billings that result from the review of the records, all costs incurred by the Fund(s), in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).

11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement.

12. The Employer acknowledges that it is aware of the Fund(s)' adverse selection rule (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.

13. This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Illinois ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's liability.

14. This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.
IN WITNESS WHEREOF, said Employer and Union have caused this Instrument to be executed by their duly authorized representatives, the day and year first above written.

Printed Name and Title

05/28/2015

Date

18 Stone Hill Road

Oswego, IL 60543

Complete Address of Employer

630-554-1666 630-554-9675

Telephone Number Fax Number

36-2774638

Federal Employer Identification Number

If the Employer is signatory to a National or Group Contract, indicate the name of such Contract:

Articles of Construction Agreement between Associated General Contractors and Teamsters

Downstate Illinois Construction Industry Negotiating Committee

Is the Employer an itinerant construction company working on a project or on a seasonal basis? Yes x No

Local Union No. 722

Printed Name and Title

4/1/15

Date

RECEIVED

JUN 05 2015

CONTRACT DEPARTMENT
PARTICIPATION AGREEMENT

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND
HEALTH AND WELFARE FUND
8377 WEST REGGIE ROAD
ROSEMONT, ILLINOIS 60018-6938
PHONE: (847) 579-6989

This Agreement sets forth the terms under which the Employer will participate in the Central States, Southeast and Southwest Areas Pension Fund ("Central States Fund") and/or the Employer, in accordance with its collective bargaining agreement with the Union covering the following job classification(s): [July 1, 1989 and any other job classification covered by the collective bargaining agreement.

The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health and Welfare Fund and all amendments subsequently adopted as well as all rules and regulations presently in effect or subsequently adopted by the Trustees of the Fund(s) and accept the respective Employer Trustees and their successors.

2. The Employer shall contribute to the Pension Fund for each Covered Employee at the following rates:

   Date               Rate
   Effective Date:   10/1/2010   1/42.06 per week
   Effective Date:   10/1/2011   1/42.49 per week
   Effective Date:   10/1/2019   1/42.95 per week
   Effective Date:   10/1/2021   1/43.94 per week
   Effective Date:   10/1/2024   1/44.62 per week

3. The Employer shall contribute to the Health and Welfare Fund for each Covered Employee at the following rates:

   Date               Rate
   Effective Date:   4/1/2010   $149.75 per week
   Effective Date:   4/1/2015   $151.75 per week
   Effective Date:   4/1/2019   $153.75 per week
   Effective Date:   4/1/2021   $154.75 per week
   Effective Date:   4/1/2024   $155.75 per week

4. Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the period when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to the expiration of a new collective bargaining agreement or the termination of this Agreement, shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.

5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement except no contributions shall be due during a strike unless the Union and the Employer mutually agree to write otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until: a) the Trustees decide to terminate the participation of the Employer, and provide written notice of their decision to the Employer specifying the date of termination of participation or b) the Employer is no longer designated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received written notice directed to the Fund(s)' Contract Department at the address specified above that he has ceased to contribute to the Fund(s)

5.1 If the Trustees decide to terminate the participation of the Employer, and provide written notice of their decision to the Employer specifying the date of termination of participation or if the Employer is no longer designated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received written notice directed to the Fund(s)' Contract Department at the address specified above that he has ceased to contribute to the Fund(s), the Trustees, and the Fund(s) have received written notice directed to the Fund(s)' Contract Department at the address specified above that he has ceased to contribute to the Fund(s), shall immediately notify the Employer of the date the decision to terminate the participation of the Employer was made and the date the Fund(s) received written notice that he has ceased to contribute.

5.2 If the Trustees decide to terminate the participation of the Employer, and provide written notice of their decision to the Employer specifying the date of termination of participation or if the Employer is no longer designated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received written notice directed to the Fund(s)' Contract Department at the address specified above that he has ceased to contribute to the Fund(s), the Trustees, and the Fund(s) have received written notice directed to the Fund(s)' Contract Department at the address specified above that he has ceased to contribute, the Employer shall be entitled to a hearing before the Trustees to contest the decision to terminate the participation of the Employer or the date the decision to terminate was made and the date the Fund(s) received written notice that he has ceased to contribute to the Fund(s).

6. When a new collective bargaining agreement is signed by the Employer and the Union to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Trustees at the address specified above. Any agreement or modification which affects the Employer's contribution obligation which has not been submitted to the Trustees as required by this paragraph shall not be binding on the Trustees and the Agreement and the written agreement that has not been submitted to the Trustees shall remain enforceable. The following agreements shall not be valid: a) an agreement that purports to retroactively eliminate or reduce the Employer's contribution to the Fund(s); b) an agreement that purports to retroactively eliminate the contribution to the Fund(s); or c) an agreement that purports to retroactively eliminate the contribution to the Fund(s) during the stated term of a collective bargaining agreement that has been adopted by the Pension Fund.

9/26/2000

Central States Pension Fund
100 Internation Drive, Suite 1000
Itasca, IL 60143
Phone: 847-772-4000
Fax: 847-772-4001
For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e., short term employees who work for uncertain or irregular duration) except casual employees shall not be a Covered Employee with respect to the Health and Welfare Fund. If the collective bargaining agreement explicitly excludes casual employees from participation in the Health and Welfare Fund, Covered Employee shall not include casual employee(s) employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).

8. The Employer agrees to remit contributions on behalf of such Covered Employee for any period he/she receives, or is entitled to receive, compensation (regardless of whether the employment relationship is terminated), including, but not limited to, bonus, accrued to the date of termination, accrued vacation pay, holiday pay, pay in lieu of notice, notice periods, and the payment of wages which are the result of any collective bargaining agreement for the period covered by the Agreement, and shall make such payments quarterly to the Fund(s) on behalf of all Covered Employees within the period. If any contributions due under the Agreement are not paid within 30 days of the due date, nor to the Fund(s) on behalf of all Covered Employees within the period. If any contributions due under the Agreement are not paid within 30 days of the due date, the Employer shall be deemed to have failed to comply with the terms of the Agreement and any other agreements between the Employer and the Union(s). The Employer shall pay any attorneys' fees and costs incurred in connection with the reimbursement of the amounts due under the Agreement.

9. On or before the 15th day of each month, the Employer must submit to the Fund(s) any change in the Covered Employee's information that affects the contribution requirements, including changes in employment status, salary, hours, or any other information that may affect the contributions due under the Agreement. The Employer shall provide the Trustee(s) with the names and addresses of all new employees and the dates of their hires, as well as any changes in employment status or hours worked. The Employer shall submit these records to the Trustee(s) within 30 days of the date the changes occur.

10. The Employer shall provide the Trustee(s) with all records and other information required by the Agreement, including but not limited to, payroll records, attendance records, and any other records necessary to determine the appropriate contribution amount under the Agreement. The Employer shall furnish these records to the Trustee(s) within 30 days of the due date of the contribution payment.

11. The Employer shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance arbitration procedure set forth in any collective bargaining agreement.

12. The Employer acknowledges that it is aware of the Fund(s)'s requirement to file an annual report with the Internal Revenue Service, which includes information regarding the contributions made to the Fund(s), the membership of the Employer, and any other information required by law. The Employer shall file all required reports with the Internal Revenue Service within the time specified by law.

13. This Agreement shall be subject to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions, the Employer and the Union(s) shall cooperate fully with the Trustee(s) to ensure the timely payment of all contributions due under the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Instrument to be executed by their duly authorized representatives, the day and year first above written.

[Signature]
[Title]

Local Union No. 974

Redacted by U.S. Department of the Treasury

31/03/2011

Date

Redacted by U.S. Department of the Treasury

Oct 11, 2011

Date

* Is the Employer an emergency or group contract? Indicate the name of the contract if any.

Yes / No

© 2006-2019 Participation Agreement/Protect Participation Agreement/PA 96-90 (Rev. 09-29-06) in this text

Page 2

37.10.223
PARTICIPATION AGREEMENT

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS
PENSION FUND/HEALTH AND WELFARE FUND
9377 WEST HIGGINS ROAD
ROSEMONT, ILLINOIS 60018-4938
PHONE: (847) 518-9500

ACCOUNT NUMBER:

THIS AGREEMENT sets forth the terms under which the Employer will participate in the Central States, Southeast and Southwest Areas Pension Fund ("Pension Fund") and/or the Central States, Southeast and Southwest Areas Health and Welfare Fund ("Health and Welfare Fund") in accordance with its collective bargaining agreement with the Union covering the following job classification(s):

and any other job classification covered by the collective bargaining agreement.

1. The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health and Welfare Fund and all amendments subsequently adopted as well as all rules and regulations presently in effect or subsequently adopted by the Trustees of the Fund(s) and accept the respective Employer and Employee Trustees and their successors.

2. The Employer shall contribute to the Pension Fund for each Covered Employee at the following rates:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>June 1, 2010</td>
<td>$115.60 per week</td>
</tr>
<tr>
<td>June 1, 2011</td>
<td>$124.80 per week</td>
</tr>
<tr>
<td>June 1, 2012</td>
<td>$132.30 per week</td>
</tr>
<tr>
<td>June 1, 2013</td>
<td>$137.60 per week</td>
</tr>
<tr>
<td>June 1, 2014</td>
<td>$143.10 per week</td>
</tr>
</tbody>
</table>

3. The Employer shall contribute to the Health and Welfare Fund for each Covered Employee at the following rates:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

4. Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the periods when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to either the execution of a new collective bargaining agreement or the termination of this Agreement, shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.

5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until (a) the Trustees decide to terminate the participation of the Employer and provide written notice of their decision to the Employer specifying the date of termination of participation or (b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s)' Contracts Department at the address specified above sent by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated; to contribute or (c) the date the NLRB certifies the result of an election that terminates the Union's representative status or (d) the date the Union's representative status terminates through a valid disclaimer of interest. In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in (a) or (b) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund. In the event an NLRB election or disclaimer of interest referred to in (c) or (d) relates to only part of the bargaining unit, this Agreement shall remain in effect with respect to the remainder of the bargaining unit.

-1-

37.10.224
6. When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s) Contracts Department by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall alone remain enforceable. The following agreements shall not be valid: a) an agreement that purports to retroactively eliminate or reduce the Employer's statutory or contractual duty to contribute to the Fund(s); b) an agreement that purports to prospectively reduce the contribution rate payable to the Pension Fund or c) an agreement that purports to prospectively eliminate the duty to contribute to the Pension Fund during the stated term of a collective bargaining agreement that has been accepted by the Pension Fund.

7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e. short term employees who work for uncertain or irregular duration) except a casual employee shall not be a Covered Employee with respect to the Health and Welfare Fund if the collective bargaining agreement explicitly excludes casual employees from participation in the Health and Welfare Fund. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).

8. The Employer agrees to remit contributions on behalf of each Covered Employee for any period he/she receives, or is entitled to receive, compensation (regardless of whether the employment relationship is terminated), including show up time, overtime pay, holiday pay, disability or illness pay, layoff/severance pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance/arbitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-employed service member or former service member but for his or her absence during a period of uniformed service as defined at 32 C.F.R. §104.3.

9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a delinquency, a) the Employer shall be obligated to pay interest on the monies due to the Fund(s) from the date when payment was due to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), including, but not limited to, attorneys' fees and costs and b) at the option of the Trustees or their delegated representative, the payment of contributions that accrue after the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered workforce on time, the Employer must pay the contributions billed by the Health and Welfare Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.

10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If litigation is required to either obtain access to the Employer's records or to collect additional billings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).

11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement.

12. The Employer acknowledges that it is aware of the Fund(s) adverse selection rule (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.

13. This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Illinois ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's liability.

14. This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.
IN WITNESS WHEREOF, said Employer and Union have caused this Instrument to be executed by their duly authorized representatives, the day and year first above written.

Bluelinx Corporation Building Materials Distribution Cntr

12 Falcon Ridge Drive
Hopkinton, MA 01748

(508) 625-1507

Date

10/18/10

10/24/10

Redacted by U.S. Department of the Treasury

Printed Name and Title

Date

Federal Employer Identification Number

If the Employer is signatory to a National or Group Contract, indicate the name of such Contract:

Is the Employer an itinerant construction company working on a project or on a seasonal basis? Yes _____ No _____
PARTICIPATION AGREEMENT

CENRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND, DHEALTH AND WELFARE FUND
9377 WEST HOGGINS ROAD
ROSEMONT, ILLINOIS 60018-4938
PHONE: (847) 518-5000

ACCOUNT NUMBER: 0818320-0104-00047A

RECEIVED

This Agreement sets forth the terms under which the Employer will participate in the Central States, Southeast and Southwest Areas Pension Fund ("Pension Fund") and/or the Central States, Southeast and Southwest Areas Health and Welfare Fund ("Health and Welfare Fund") in accordance with its collective bargaining agreement with the Union covering the following job classifications:

and any other job classification covered by the collective bargaining agreement.

1. The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health and Welfare Fund and all amendments subsequently adopted as well as all rules and regulations presently in effect or subsequently adopted by the Trustees of the Fund(s) and accept the respective Employer and Employee Trustees and their successors.

2. The Employer shall contribute to the Pension Fund for each Covered Employee at the following rates:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>3/1/13</td>
<td>$124.80 weekly</td>
</tr>
<tr>
<td>4/1/13</td>
<td>$132.30 weekly</td>
</tr>
<tr>
<td>4/1/14</td>
<td>$140.30 weekly</td>
</tr>
<tr>
<td>4/1/15</td>
<td>$145.00 weekly</td>
</tr>
<tr>
<td>4/1/16</td>
<td>$154.50 weekly</td>
</tr>
</tbody>
</table>

3. The Employer shall contribute to the Health and Welfare Fund for each Covered Employee at the following rates:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>not applicable</td>
<td></td>
</tr>
</tbody>
</table>

Pension Fund Contributions Continued from No. 2:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>4/1/17</td>
<td>$160.70 weekly</td>
</tr>
<tr>
<td>4/1/18</td>
<td>$167.10 weekly</td>
</tr>
</tbody>
</table>

4. Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement, and such rate changes shall be incorporated into the Agreement. The parties may execute an interim agreement maintaining contribution rates during the periods when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement the contribution rate required to be paid after termination of a collective bargaining agreement and prior to either the execution of a new collective bargaining agreement or the termination of this Agreement shall be the last rate in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.

5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement except no contributions shall be due during a strike unless the Union and Employer mutually agree to continue otherwise. This Agreement and the Employer's obligation to pay contributions shall terminate upon a) the Trustees decide to terminate the participation of the Employer and provide written notice of their decision to the Employer specifying the date of termination of participation or b) the Employer is no longer required by contract to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s)'s Contracts Department at the address specified above sent by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute or c) the date the NLRA certifies the result of an election that terminates the Union's representative status or d) the date the Union's representative status terminates through a valid agreement of consent. In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund. In the event an NLRA election of declarant of interest referred to in c) or d) relates to only part of the bargaining unit, the Agreement shall remain in effect with respect to the remainder of the bargaining unit.

-1-
6. When a new collective bargaining agreement is signed by the Employer and the Union, the Employer shall promptly submit the entire agreement, together with any modifications, to the Fund(s). The modified agreement shall be in the form of a collective bargaining agreement, and shall be in the form of a collective bargaining agreement, and the agreement shall be subject to the approval of the Trustees of the Fund(s). Any agreement or understanding which affects the Fund's contribution obligation which has not been submitted to the Fund(s) shall not be binding on the Fund(s) unless and until such time as the agreement or understanding has been approved by the Trustees of the Fund(s).

7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement or otherwise authorized to receive contributions to the Fund(s) and includes casual employees (e.g., short-term employees who work for uncertain periods of time) except a casual employee shall not be a Covered Employee unless the collective bargaining agreement clearly identifies such employees as Covered Employees. Covered Employees shall include anyone employed in a managerial or supervisory capacity by any person employed for the principal purpose of obtaining benefits from the Fund(s).

8. The Employer agrees to remit contributions on behalf of each Covered Employee for any period in which the Employee is entitled to receive compensation (regardless of whether the employment relationship is terminated), including any required payments or other contributions as required by any collective bargaining agreement or other legal proceeding or settlement. If the collective bargaining agreement requires contributions to be due until the Covered Employee completes the specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the collective bargaining agreement, contributions shall be made to the Fund(s) on behalf of any Covered Employee to the Fund(s) on behalf of any Covered Employee to the extent that it is not directly due to the covered employee.

9. On or before the 15th day of each month, the Employer shall remit to the Fund(s) any change in the Covered Employee's wages for the month ending on the last day of the preceding month, including contributions as required by any collective bargaining agreement. If the Employer fails to remit contributions on the due date, the Employer shall be liable for a late fee as provided in the collective bargaining agreement and any other applicable laws. If the Employer fails to remit contributions on the due date, the Trustee or their designated representative may assess interest, penalties, and other charges as provided in the collective bargaining agreement and any other applicable laws.

10. The Employer shall provide the Trustees with access to any payroll records and other pertinent records when requested by the Trustees. The Employer shall maintain accurate records of all contributions paid to the Fund(s) and provide such records to the Trustees as requested. If the Employer fails to provide such records, the Trustees may assess a reasonable penalty as provided in the collective bargaining agreement.

11. The Trustees shall not be required to submit any dispute concerning the Employer's obligations to make contributions to any grievance arbitration procedure set forth in any collective bargaining agreement.

12. The Employer acknowledges that it is aware of the Fund(s)'s adverse selection rule (including Special Rule 607-27) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.

13. The Agreement shall be the agreement, and any amendments to the terms of this Agreement, including actions to collect delinquent contributions or to collect any other charges that may be owed, shall be binding on the parties hereto under the laws of the United States. Any such actions shall be taken by the Trustees in accordance with the terms of this Agreement.

14. This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.
IN WITNESS WHEREOF, said Employer and Union have caused this instrument to be executed by their duly authorized representatives, the day and year first above written.

BlueLine Corporation (for Ypsilanti Location)

Redacted by U.S. Department of the Treasury

Printed Name and Title

Date

40300 Widwood Parkway

Atlanta, GA 30329

Complete Address of Employer

(770) 221-2719

(770) 221-4015

Telephone Number: Fax Number

Federal Employer Identification Number

If the Employer is a signatory to a National or Group Contract, indicate the name of such Contract:

Is the Employer an indoor construction company working on a project or on a seasonal basis? Yes ____ No ____

RECEIVED

DEC 09 2013

CONTRACT DEPARTMENT

37.10.229
PARTICIPATION AGREEMENT

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND/HEALTH AND WELFARE FUND
9377 WEST HIGGINS ROAD
ROSEMONT, ILLINOIS 60018-9388
PHONE: (847) 518-9800

1. The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health and Welfare Fund, all rules and regulations presently in force or subsequently adopted by the Trustees of the Fund(s) and accept the respective Employer and Employee Trustees and their successors.

2. The Employer shall contribute to the Pension Fund and the Health and Welfare Fund per week (the "Contribution Period") for each Covered Employee at the following rates:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>July 13, 2008</td>
<td>$14.81</td>
</tr>
<tr>
<td>July 12, 2009</td>
<td>$14.60</td>
</tr>
<tr>
<td>July 10, 2010</td>
<td>$17.00</td>
</tr>
<tr>
<td>July 17, 2011</td>
<td>$17.60</td>
</tr>
<tr>
<td>July 15, 2012</td>
<td>$24.80</td>
</tr>
</tbody>
</table>

3. The Employer shall contribute to the Health and Welfare Fund per week (the "Contribution Period") for each Covered Employee at the following rates:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>July 13, 2008</td>
<td></td>
</tr>
<tr>
<td>July 12, 2009</td>
<td></td>
</tr>
<tr>
<td>July 10, 2010</td>
<td></td>
</tr>
<tr>
<td>July 17, 2011</td>
<td></td>
</tr>
<tr>
<td>July 15, 2012</td>
<td></td>
</tr>
</tbody>
</table>

4. Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the period when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid on termination of a collective bargaining agreement and prior to further negotiation of a new collective bargaining agreement or the termination of this Agreement, shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate so determined becomes less than the rate published rate for the applicable benefit plan or class.

5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining Agreement and during a strike except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. If Agreement and the Employer’s obligation to pay contributions shall be suspended until either: (a) the Trustees decide to terminate the Agreement and provide written notice of their decision to the Employer or (b) the Employer is no longer obligated to contribute to the Fund(s) and the Trustees have received written notice directed to the Trustees of the termination of the Agreement. In such event, the Trustees reserve the right to reduce benefit levels to the extent permitted by the Agreement and the written notice of the Trustees if and as required by this paragraph shall not be binding on the Trustees.”

6. When a new collective bargaining agreement is signed by the Employer and the Union agree to the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s) and if required by the Trustees, such agreement or modification shall be so submitted to the Trustees for approval and their written consent to be obtained before such agreement or modification is effective.

7. For purposes of this Agreement, the term Covered Employees shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e., short-term employees who work for a specified or irregular duration) unless the collective bargaining agreement specifically excludes contributions on casual employees. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).
The Employer agrees to send contributions on behalf of each Covered Employee who receives, or is entitled to receive, an annuity for any part of the Contribution Period. Contributions shall be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made in the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury. If the Covered Employee is not entitled to compensation, the Employer shall pay any contributions that would otherwise have been paid on any Covered Employee who is a reemployed service member or former service member but for his or her absence during a period of uniformed services defined at 10 C.F.R. §1043.

On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee's work force (including, but not limited to, new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a delinquency, the Employer shall be obligated to pay interest on the amounts due to the Fund(s) from the due date when payment was due, to the date when payment is made, together with all expenses of collection incurred by the Fund(s), including but not limited to, attorneys' fees and costs and all the expenses of collection incurred by the Employer or their designated representative at the expense of the Fund(s) that accrue after the delinquency has become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered workforce on time, the Employer must pay the contributions noted by the Health and Welfare Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.

The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If litigation is required to obtain access to the Employer's records to collect additional amounts that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).

The Trustees shall not be required to submit any dispute concerning the Employer's obligations to pay contributions in any grievance/arbitration procedure set forth in any collective bargaining agreement. To the extent there exists any conflict between any provisions of the Participation Agreement and any provisions of the collective bargaining agreement, the Participation Agreement shall control.

The Employer acknowledges that it is aware of the Fund(s)' adverse selection rules (including Section 207.7) and agrees that while this Agreement remains in effect, it will not enter into any agreement that violates the adverse selection rules.

The Agreement shall in all respects be construed according to the laws of the United States and of the State of Minnesota where the Employer is located. The Employer agrees that it is aware of the laws of the United States and of the State of Minnesota where the Employer is located.

IN WITNESS WHEREOF, the Employer and Union have caused this Agreement to be executed by their duly authorized representatives, this day and year first above written.

[Redacted by U.S. Department of the Treasury]

[Redacted by U.S. Department of the Treasury]

RECEIVED

OCT 27 2003

CONTRACT DEPARTMENT

If the Employer is signatory to a National or Group Contract, indicate the name of such Contract.

[ ] Yes [ ] No

Employer an area or large construction company working on a project or on a seasonal basis: Yes [ ] No [ ]

37.10.231
PARTICIPATION AGREEMENT

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS
PENSION FUND/HEALTH AND WELFARE FUND
9377 WEST HIGGINS ROAD
ROSEMONT, ILLINOIS 60018-4938
PHONE: (847) 518-9800

ACCOUNT NUMBER: 

THIS AGREEMENT sets forth the terms under which the Employer will participate in the Central States, Southeast and Southwest Areas Pension Fund ("Pension Fund") and/or the Central States, Southeast and Southwest Areas Health and Welfare Fund ("Health and Welfare Fund") in accordance with its collective bargaining agreement with the Union covering the following job classification(s): DUMP/FLAT BED DRIVERS, SEMI DRIVERS and any other job classification covered by the collective bargaining agreement.

1. The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health and Welfare Fund and all amendments subsequently adopted as well as all rules and regulations presently in effect or subsequently adopted by the Trustees of the Fund(s) and accept the respective Employer and Employee Trustees and their successors.

2. The Employer shall contribute to the Pension Fund for each Covered Employee at the following rates:

   Effective Date: 6/1/2012
   Rate: $259.00
   Effective Date: 6/1/2013
   Rate: $269.40
   Effective Date: 6/1/2014
   Rate: $280.20
   Effective Date: 
   Rate: 

3. The Employer shall contribute to the Health and Welfare Fund for each Covered Employee at the following rates:

   Effective Date: 6/3/2012
   Rate: $269.70
   Effective Date: 6/2/2013
   Rate: $304.20
   Effective Date: 6/1/2014
   Rate: $328.50
   Effective Date: 
   Rate: 

4. Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the periods when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to either the execution of a new collective bargaining agreement or the termination of this Agreement, shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.

5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until a) the Trustees decide to terminate the participation of the Employer and provide written notice of their decision to the Employer specifying the date of termination of participation or b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s)' Contracts Department at the address specified above sent by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute or c) the date the NLRB certifies the result of an election that terminates the Union's representative status or d) the date the Union's representative status terminates through a valid disclaimer of interest. In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund. In the event an NLRB election or disclaimer of interest referred to in c) or d) relates to only part of the bargaining unit, this Agreement shall remain in effect with respect to the remainder of the bargaining unit.

-1-

37.10.232
6. When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s)' Contracts Department by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall alone remain enforceable. The following agreements shall not be valid: a) an agreement that purports to retroactively eliminate or reduce the Employer's statutory or contractual duty to contribute to the Fund(s); b) an agreement that purports to prospectively reduce the contribution rate payable to the Pension Fund or c) an agreement that purports to prospectively eliminate the duty to contribute to the Pension Fund during the stated term of a collective bargaining agreement that has been accepted by the Pension Fund.

7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e. short term employees who work for uncertain or irregular duration) except a casual employee shall not be a Covered Employee with respect to the Health and Welfare Fund if the collective bargaining agreement explicitly excludes casual employees from participation in the Health and Welfare Fund. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).

8. The Employer agrees to remit contributions on behalf of each Covered Employee for any period he/she receives, or is entitled to receive, compensation (regardless of whether the employment relationship is terminated), including show up time pay, overtime pay, holiday pay, disability or illness pay, layoff severance pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance/arbitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-employed service member or former service member but for his or her absence during a period of uniformed service as defined at 32 C.F.R. §104.3.

9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a delinquency, a) the Employer shall be obligated to pay interest on the monies due to the Fund(s) from the date when payment was due to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), including, but not limited to, attorneys' fees and costs and b) at the option of the Trustees or their delegated representative, the payment of contributions that accrue after the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered workforce on time, the Employer must pay the contributions billed by the Health and Welfare Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.

10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If litigation is required to either obtain access to the Employer's records or to collect additional billings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).

11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement.

12. The Employer acknowledges that it is aware of the Fund(s)' adverse selection rule (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.

13. This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Illinois ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's liability.

14. This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.
IN WITNESS WHEREOF, said Employer and Union have caused this Instrument to be executed by their duly authorized representatives, the day and year first above written.

OSCAR J. BOLDT CONSTRUCTION

Redacted by U.S. Department of the Treasury

Printed Name and Title

6-5-12

Date

2525 N. ROEMER RD

APPLETON, WI 54912-0419

Complete Address of Employer

920-225-6196 920-739-4363

Telephone Number Fax Number

29-074190

Federal Employer Identification Number

If the Employer is signatory to a National or Group Contract, indicate the name of such Contract:

Is the Employer an itinerant construction company working on a project or on a seasonal basis? Yes _______ No _______

Local Union No. 662

Redacted by U.S. Department of the Treasury

Printed Name and Title

Date 6/5/12

RECEIVED

JUN 18 2012

CONTRACT DEPARTMENT
## PARTICIPATION AGREEMENT

**CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND/HEALTH AND WELFARE FUND**

**5277 WEST MICHIGAN ROAD**  
**ROSEMONT, ILLINOIS 60018-1155**  
**PHONE: (847) 516-9800**

**ACCOUNT NUMBER:**

---

**THIS AGREEMENT** sets forth the terms under which the Employer will participate in the Central States, Southeast and Southwest Areas Pension Fund ("Pension Fund") and/or the Central States, Southeast and Southwest Areas Health and Welfare Fund ("Health and Welfare Fund") in accordance with its collective bargaining agreement with the Union covering the following job classifications:

---

1. The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health and Welfare Fund and all amendments subsequently adopted as well as all rules and regulations presently in effect or subsequently adopted by the Trustees of the Fund(s) and accept the respective Employer and Employee Trustees and their successors.

2. The Employer shall contribute to the Pension Fund for each Covered Employee at the following rates:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>6/1/14</td>
<td>$58.10 daily</td>
</tr>
<tr>
<td>6/1/15</td>
<td>$57.30 daily</td>
</tr>
<tr>
<td>6/1/16</td>
<td>$59.60 daily</td>
</tr>
<tr>
<td>6/1/17</td>
<td>$62.00 daily</td>
</tr>
<tr>
<td>6/1/18</td>
<td>$65.00 daily</td>
</tr>
</tbody>
</table>

3. The Employer shall contribute to the Health and Welfare Fund for each Covered Employee at the following rates:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

4. Contribution rates changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the period when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to the election of a new collective bargaining agreement or the termination of the Agreement, shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate or becomes less than the then published rate for the applicable benefit plan or class.

5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until: (a) the Trustees decide to terminate the participation of the Employer and give written notice to the Employer specifying the date of termination of participation or (b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received the written notice directed to the Fund(s) as follows:

- **Certified Mail**
- **Return Receipt Requested**

In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in (a) or (b) relates to only part of the bargaining unit, the Agreement shall remain in effect with respect to the remainder of the bargaining unit.
6. When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s) as required by this paragraph. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) it has been submitted to the Fund(s) shall alone remain enforceable. The following agreements shall be void: (a) an agreement that purports to retroactively terminate or reduce the Employer's statutory or contractual duty to contribute to the Fund(s); (b) an agreement that purports to prospectively reduce the contribution rate payable to the Fund or Fund or (c) an agreement that purports to prospectively eliminate any portion of the contribution rate payable to the Fund.

7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e., short-term employees who work for uncertain or irregular durations except a casual employee is not a Covered Employee with respect to the Health and Welfare Fund if the collective bargaining agreement explicitly excludes casual employees from participation in the Health and Welfare Fund). Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).

8. The Employer agrees to remit contributions on behalf of each Covered Employee for any period in the preceding, or is entitled to receive, compensation (whether or not the employment relationship is terminated), including any time pay, overtime pay, holiday pay, disability or illness pay, longevity pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance arbitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due on newly hired employees for a specified waiting period, the contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to sickness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a reemployed inactive member or former service member but for his or her absence during a period of unemployment as defined in 29 C.F.R. §1034.3.

9. On or before the 15th day of each month, the Employer shall remit to the Fund(s) any amount that is due and any other amounts that are due. The Fund(s) may permit the Employer to pay contributions due during any month in a subsequent month. The Fund(s) may waive interest on late payments if the Employer remits the amount due within 30 days of the due date.

10. The Employer shall provide the Trustees with all records and other written records when requested by the Trustees. In the event of a dispute concerning the contributions due, all contributions are in dispute including any additional contributions or other amounts not included in the original agreement.

11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance arbitration procedure set forth in any collective bargaining agreement.

12. The Employer acknowledges that it is aware of the Fund(s) adverse selection rate. The Agreement shall be subject to any applicable adverse selection rate. The Agreement shall be subject to any applicable adverse selection rate. The Agreement shall be subject to any applicable adverse selection rate.

13. The Agreement shall be subject to any applicable adverse selection rate. The Agreement shall be subject to any applicable adverse selection rate. The Agreement shall be subject to any applicable adverse selection rate.

14. The Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of the Participation Agreement and any provisions of the collective bargaining agreement, the Participation Agreement shall control.
IN WITNESS WHEREOF, said Employer and Union have caused the instrument to be executed by their duly authorized representatives, respectively, the day and year first above written.

Boone & Dare, Inc.                                      Local Union No. 247

Redacted by U.S. Department Redacted by U.S. Department
of the Treasury of the Treasury

Printed Name and Title                                  Printed Name and Title

Date                                                     Date

12-2-13                                                  12-2-13

P.O. Box 1718

Ann Arbor, MI

Complete Address of Employer

(734) 665-0643 (734) 665-9731

Telephone Number                                       Fax Number

38:154426 2

Federal Employer Identification Number

If the Employer is signatory to a National or Group Contract, indicate the name of such Contract

AGC of Michigan, Non-associated Employer

Is the Employer an adjacent construction company working on a project or on a seasonal basis? Yes ___ NO ___

RECEIVED

DEC 06 2013

CONTRACT
DEPARTMENT

37.10.237
PARTICIPATION AGREEMENT

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND/HEALTH AND WELFARE FUND
3737 WEST HIGGINS ROAD
ROSEMONT, ILLINOIS 60018-1368
PHONE: (630) 674-0800

THIS AGREEMENT sets forth the terms under which the Employer will participate in the Central States, Southeast and Southwest Areas Pension Fund ("Pension Fund") and/or the Central States, Southeast and Southwest Areas Health and Welfare Fund ("Health and Welfare Fund") in accordance with its collective bargaining agreement with the Union covering the following job classification(s): DRIVER, and any other job classification covered by the collective bargaining agreement.

1. The Employer and the Union agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health and Welfare Fund and all amendments subsequently adopted thereof. Effective Date: 10/01/09
   Effective Date: 10/01/10
   Effective Date: 10/01/11
   Rate: $33.60 a day
   Rate: $36.00 a day
   Rate: $38.20 a day

2. The Employer shall contribute to the Pension Fund for each Covered Employee at the following rates:

3. The Employer shall contribute to the Health and Welfare Fund for each Covered Employee at the following rates:

4. The maximum rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement. The parties may execute an interim agreement establishing contribution rates during the period when a new collective bargaining agreement is pending.

5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of this collective bargaining agreement for the duration of the collective bargaining agreement in effect at the time the termination occurs. The parties agree to execute a new collective bargaining agreement within thirty (30) days of termination. The contribution rate will be determined by the new collective bargaining agreement.

6. When a new collective bargaining agreement is signed by the Employer and the Union, the Employer agrees to abide by the terms of that agreement. The new collective bargaining agreement shall be submitted to the Fund(s) for review and approval. The contribution rate shall be determined by the new collective bargaining agreement.

7. For the purposes of this Agreement, the term "Covered Employees" shall mean any full-time or part-time employee covered by a collective bargaining agreement entered into with the Fund(s) and includes casual employees who work for a limited period of time. A casual employee shall not be a Covered Employee with respect to the Health and Welfare Fund if the collective bargaining agreement specifically excludes casual employees from participating in the Health and Welfare Fund. Covered Employee shall not include any person employed in a managerial or supervisory capacity of any person employed for the physical purposes of obtaining benefits from the Fund(s).

MICHIGAN CONFERENCE OF TEAMSTERS
Health and Welfare

37.10.238
8. The Employer agrees to make contributions on behalf of each Covered Employee for any period during which receives any of the wages, or is entitled to receive, compensation (regardless of whether the employment relationship is terminated), including any time pay, overtime pay, holiday pay or sick pay, vacation pay or payment of wages which are the result of any National Labor Relations Board proceeding, grievance arbitration, bankruptcy proceeding or other legal proceeding or settlement. If the collective bargaining agreement provides that contributions shall not be due on newly hired Covered Employees for a specified period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to absence or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a reemployed separable member or former service member but for his or her absence during a period of employment as defined at 32 C.F.R. 510.3.

9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to, new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a delinquency, the Employer shall be obligated to pay interest and penalties due to the Fund(s) from the date when payment was due to the date when the payment is made, together with any expenses of collection incurred by the Fund(s), including, but not limited to, attorneys' fees and costs, and b) all amounts owed by the Employer to the Fund(s) in connection with the review. The amount owed by the Employer to the Fund(s) shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).

11. The Trustees shall be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance and arbitration procedures set forth in any collective bargaining agreement.

12. The Employer acknowledges that it is aware of the Fund(s) adverse selection rule (including Special Industry 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practices that violate the adverse selection rule.

13. This Agreement shall be construed according to the laws of the United States, in accordance with the terms of this Agreement, including any actions to enforce its provisions. The Employer agrees that the provisions of this Agreement shall apply. The Employer agrees that the provisions of this Agreement shall apply. The Employer agrees that the provisions of this Agreement shall apply. The Employer agrees that the provisions of this Agreement shall apply.

14. This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, the Participation Agreement shall control.

IN WITNESS WHEREOF, said Employer and the Fund(s) have caused this instrument to be executed by their duly authorized representatives, the day and year last above written.

Boomers Express

Local Union No. 514

Redacted by U.S. Department of the Treasury

Redacted by U.S. Department of the Treasury

Date 9-7-07

QCT 1 2 2009

RECEIVED

Date

P.O. Box 444, R.I. 02901

Complete Address of Employer

28.627-4185  28.627-5947

Telephone Number  Number

38.1987012

Federal Employer Identification Number

If the Employer is a joint employer, indicate the name of such employer.

If the Employer is an individual or a partnership, indicate the name of the Employer.

37.10.239
PARTICIPATION AGREEMENT

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND/HEALTH AND WELFARE FUND
9377 WEST HIGGINS ROAD
ROSEMONT, ILLINOIS 60018-4838
PHONE: (847) 518-9800

ACCOUNT NUMBER: 0935096-0190-00023A

THIS AGREEMENT sets forth the terms under which the Employer will participate in the Central States, Southeast and Southwest Areas Pension Fund ("Pension Fund") and the Central States, Southeast and Southwest Areas Health and Welfare Fund ("Health and Welfare Fund") in accordance with its collective bargaining agreement with the Union covering the following job classification(s):

and any other job classification covered by the collective bargaining agreement.

1. The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health and Welfare Fund and all amendments subsequently adopted as well as all rules and regulations presently in effect or subsequently adopted by the Trustees of the Fund(s) and accept the respective Employer and Employee Trustees and their successors.

2. The Employer shall contribute to the Pension Fund for each Covered Employee at the following rates:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>June 3, 2012</td>
<td>$70.50</td>
</tr>
<tr>
<td>June 2, 2013</td>
<td>$73.40</td>
</tr>
<tr>
<td>June 1, 2014</td>
<td>$76.30</td>
</tr>
<tr>
<td>May 31, 2015</td>
<td>$79.40</td>
</tr>
</tbody>
</table>

3. The Employer shall contribute to the Health and Welfare Fund for each Covered Employee at the following rates:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Member</th>
<th>Spouse</th>
<th>Family</th>
</tr>
</thead>
<tbody>
<tr>
<td>June 3, 2012</td>
<td>$111.50</td>
<td>$113.50</td>
<td>$225.50</td>
</tr>
<tr>
<td>June 2, 2013</td>
<td>$109.60</td>
<td>$143.60</td>
<td>$225.50</td>
</tr>
<tr>
<td>June 1, 2014</td>
<td>$125.60</td>
<td>$155.10</td>
<td>$225.50</td>
</tr>
<tr>
<td>May 31, 2015</td>
<td>Rate is subject to plan</td>
<td>Rate is subject to plan</td>
<td>Rate is subject to plan</td>
</tr>
</tbody>
</table>

* Not to Exceed

4. Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the periods when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to the execution of a new collective bargaining agreement or the termination of this Agreement, shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.

5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until: a) the Trustees decide to terminate the participation of the Employer and provide written notice of their decision to the Employer specifying the date of termination of participation or b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s)' Contracts Department at the address specified above sent by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute or c) the date the NLRA certifies the result of an election that terminates the Union's representative status or d) the date the Union's representative status terminates through a valid disclaimer of interest. In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund. In the event an NLRB election or disclaimer of interest referred to in c) or d) relates to only part of the bargaining unit, this Agreement shall remain in effect with respect to the remainder of the bargaining unit.

37.10.240
6. When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s) Contracts Department by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall alone remain enforceable. The following agreements shall not be valid: a) an agreement that purports to retroactively eliminate or reduce the Employer's statutory or contractual duty to contribute to the Fund(s); b) an agreement that purports to prospectively reduce the contribution rate payable to the Pension Fund or c) an agreement that purports to prospectively eliminate the duty to contribute to the Pension Fund during the stated term of a collective bargaining agreement that has been accepted by the Pension Fund.

7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes all employees (i.e. short term employees who work for uncertain or irregular duration) excepting casual employees. A casual employee shall not be a Covered Employee with respect to the Health and Welfare Fund if the collective bargaining agreement explicitly excludes casual employees from participation in the Health and Welfare Fund. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).

8. The Employer agrees to remit contributions on behalf of each Covered Employee for any period in which he receives or is entitled to receive compensation (regardless of whether the employment relationship is terminated), including non-up time, overtime pay, holiday pay, disability or illness pay, layoff/severance pay, vacation pay or payment of wages which are the result of a National Labor Relations Board proceeding, grievance/arbitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement specifies that contributions shall not be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by applicable collective bargaining agreement, contributions shall be made to the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-employed service member or former service member but for his or her absence during a period of uniformed service as defined at 32 C.F.R. §§ 104.3.

9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to new, hires, layoffs or terminations) that occurred during the prior month and must pay all contributions owed for the prior month. In the event of a delinquency, a) the Employer shall be obligated to pay interest on the monies due to the Fund(s) from the date when payment was due to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), including, but not limited to, attorneys' fees and costs and b) at the option of the Trustees or their designated representatives, the payment of contributions that accrue after the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered workforce on time, the Employer must pay the contributions billed by the Health and Welfare Fund regardless of actual terminations, layoffs of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.

10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If indictment is required to either obtain access to the Employer's records or to collect additional billings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).

11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement.

12. The Employer acknowledges that it is aware of the Fund(s)' adverse selection rule (including Special Bulletin 80-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.

13. This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Illinois ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's liability.

14. This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.
IN WITNESS WHEREOF, said Employer and Union have caused this instrument to be executed by their duly authorized representatives, the day and year first above written.

Southern Foods Group

Employer Name

Redacted by U.S. Department of the Treasury

05-10-12

Date

Local Union No. 523

Redacted by U.S. Department of the Treasury

12-12-12

Date

515 N. Denver Julta, OK 74003

Complete Address of Employer

918-582-9741 918-582-4605

Telephone Number  Fax Number

75-2571364

Federal Employer Identification Number

If the Employer is signatory to a National or Group Contract, indicate the name of such Contract:

Is the Employer an itinerant construction company working on a project or on a seasonal basis? Yes  No x
PARTICIPATION AGREEMENT
CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND/HEALTH AND WELFARE FUND
3377 WEST HIGGS ROAD
ROSEMONT, ILLINOIS 60018-4331
PHONE: (847) 568-6800

This Agreement sets forth the terms under which the Employer will participate in the Central States, Southeast and Southwest Areas Pension Fund ("Pension Fund") and/or the Central States, Southeast and Southwest Health and Welfare Fund ("Health and Welfare Fund") in accordance with a collective bargaining agreement with the Union, covering the following job classifications:

The Union and Employer agree to be bound by the terms of the Pension Fund and/or the Health and Welfare Fund, all rules and regulations presently in effect or subsequently adopted by the Trustees of the Fund(s) and the respective Employer and Trustee Trustees and their successors.

1. The Employer shall contribute to the Pension Fund for each Covered Employee at the following rates:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>8-10-08</td>
<td>$193.60</td>
</tr>
</tbody>
</table>

2. The Employer shall contribute to the Health and Welfare Fund for each Covered Employee at the following rates:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>8-10-08</td>
<td>$249.70</td>
</tr>
</tbody>
</table>

3. Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the periods when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to either the execution of a new collective bargaining agreement or the termination of this Agreement, shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.

4. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement and during a strike except no contributions shall be paid during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until (a) the Trustees decide to terminate the participation of the Employer and provide written notice of their decision to the Employer specifying the date of termination of participation or (b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) and the Employer have received written notice directing the Fund(s) Contract Department at the address specified above to cease contributions to the Fund(s) and the Employer have taken all necessary steps to cease the contribution of funds to the Fund(s). In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination occurs only with regard to the Pension Fund or only with regard to the Health and Welfare Fund, then this Agreement shall remain in effect with respect to the other Fund. In the event an NLRB election or similar vote is held and the vote is determined not to be in favor of the Pension Fund or Health and Welfare Fund, then this Agreement shall remain in effect with respect to the remainder of the bargaining unit.

5. When a new collective bargaining agreement is signed by the Employer and the Union, the Employer shall promptly submit the entire agreement or modification to the Fund(s) Contract Department by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer's contract obligation which has not been submitted to the Fund(s) or required by this paragraph, shall not be binding on the Trustees and this Agreement, the written agreement(s) that has been submitted to the Fund(s) shall remain enforceable. The following agreements shall be valid: (a) an agreement that purports to retroactively eliminate or reduce the Employer's statutory or contractual duty to contribute to the Fund(s); (b) an agreement that purports to prospectively reduce the contribution rate payable to the Pension Fund or Health and Welfare Fund; (c) an agreement that purports to prospectively eliminate the duty to contribute to the Pension Fund or Health and Welfare Fund during the stated term of a collective bargaining agreement that has been accepted by the Pension Fund.

37.10.243
6. The Employer agrees to submit contributions on behalf of each Covered Employee for any period herein referred to, or entitled to receive, compensation, including any contributions for which the Employer has been assessed, for each Covered Employee who would otherwise receive any compensation, regardless of whether the compensation is earned, including any contributions paid, made, or required to be made by the Employer for the payment of any wages during the period in which the contributions are made or required to be made. The Employer shall also transfer to the Fund(s) any contributions made or required to be made by the Employer for the payment of any wages during the period in which the contributions are made or required to be made. The Employer shall also transfer to the Fund(s) any contributions made or required to be made by the Employer for the payment of any wages during the period in which the contributions are made or required to be made.

7. The Employer agrees to submit contributions on behalf of each Covered Employee for any period herein referred to, or entitled to receive, compensation, including any contributions for which the Employer has been assessed, for each Covered Employee who would otherwise receive any compensation, regardless of whether the compensation is earned, including any contributions paid, made, or required to be made by the Employer for the payment of any wages during the period in which the contributions are made or required to be made. The Employer shall also transfer to the Fund(s) any contributions made or required to be made by the Employer for the payment of any wages during the period in which the contributions are made or required to be made. The Employer shall also transfer to the Fund(s) any contributions made or required to be made by the Employer for the payment of any wages during the period in which the contributions are made or required to be made.

8. The Employer agrees to submit contributions on behalf of each Covered Employee for any period herein referred to, or entitled to receive, compensation, including any contributions for which the Employer has been assessed, for each Covered Employee who would otherwise receive any compensation, regardless of whether the compensation is earned, including any contributions paid, made, or required to be made by the Employer for the payment of any wages during the period in which the contributions are made or required to be made. The Employer shall also transfer to the Fund(s) any contributions made or required to be made by the Employer for the payment of any wages during the period in which the contributions are made or required to be made. The Employer shall also transfer to the Fund(s) any contributions made or required to be made by the Employer for the payment of any wages during the period in which the contributions are made or required to be made.

9. On or before the 15th day of each month, the Employer shall report to the Fund(s) any changes in the Covered Employee's status (including but not limited to terminations, separations, layoffs, or terminations) which occurred during the prior month, and must pay all contributions required by the collective bargaining agreement. The Employer shall also provide to the Fund(s) any contributions made by the Employer for the payment of any wages during the period in which the contributions are made or required to be made. The Employer shall also transfer to the Fund(s) any contributions made or required to be made by the Employer for the payment of any wages during the period in which the contributions are made or required to be made. The Employer shall also transfer to the Fund(s) any contributions made or required to be made by the Employer for the payment of any wages during the period in which the contributions are made or required to be made.

10. The Employer shall provide the Trustees with access to the payroll records and other pertinent records when requested by the Fund(s). If litigation is necessary to obtain access to the records needed by the Trustees, the Employer shall pay the reasonable costs of such litigation. The Employer shall also provide to the Fund(s) any contributions made by the Employer for the payment of any wages during the period in which the contributions are made or required to be made. The Employer shall also transfer to the Fund(s) any contributions made or required to be made by the Employer for the payment of any wages during the period in which the contributions are made or required to be made. The Employer shall also transfer to the Fund(s) any contributions made or required to be made by the Employer for the payment of any wages during the period in which the contributions are made or required to be made.

11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement.

12. The Employer agrees that it is aware of the Fund(s)'s severance rights and that it will comply with all such rights.

13. This Agreement shall not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.

IN WITNESS WHEREOF, the Employer and Union have caused this instrument to be executed by their duly authorized representatives. The day and year first above written.

[Signature]
Bascor Corp.

Redacted by U.S. Department of the Treasury

[Signature]
Redacted by U.S. Department of the Treasury

Date: 10/31/08

Complete Address of Employer:

10315 Allisville Pk
Fisher, IN 46037

Telephone Number: 1-317-842-9716
Fax Number: 351-3492

Federal Employer Identification Number:

This instrument is signed by a National or Group Contract, indicate the name of such Contract: Building Agreement

Building Agreement

Is the Employer an Employee of a National or Group Contract, Yes / No

37.10.244
PARTICIPATION AGREEMENT

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS
PENSION FUND/HEALTH AND WELFARE FUND
9377 WEST HIGGINS ROAD
ROSEMONT, ILLINOIS 60018-1938
PHONE: (847) 548-3939

ACCOUNT NUMBER: 086000-0102-120-A

THIS AGREEMENT sets forth the terms under which the Employer will participate in the Central States, Southeast and Southwest Areas Pension Fund ("Pension Fund") and/or the Central States, Southeast and Southwest Areas Health and Welfare Fund ("Health and Welfare Fund") in accordance with the collective bargaining agreement with the Union covering the following job classification(s): All Production and Maintenance Employers and any other job classification covered by the collective bargaining agreement.

1. The Employer and Employee agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health and Welfare Fund and all amendments subsequently adopted as well as all rules and regulations presently in effect or subsequently adopted by the Trustees of the Fund(s) and accept the respective Employer and Employee Trustees and their successors.

2. The Employer shall contribute to the Pension Fund for each Covered Employee at the following rates:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>March 2, 2008</td>
<td>$91.80/wk</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

3. The Employer shall contribute to the Health and Welfare Fund for each Covered Employee at the following rates:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>July 1, 2008</td>
<td>$90.26/wk</td>
</tr>
<tr>
<td></td>
<td>$316.00</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

4. Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the periods when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to the execution of a new collective bargaining agreement or the termination of this Agreement, shall be the rate in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or CBA.

5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until (a) the Employer furnishes a written notice to the Board of the expiration date of the collective bargaining agreement or (b) the Employer certifies in writing that the collective bargaining agreement has been terminated, or (c) the date the Union's representative status terminates through a validly conducted election. In the event the Employer terminates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in (a) or (b) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund. In the event an NLRB election or disclaimer of interest referred to in (a) or (b) relates to only part of the bargaining unit, this Agreement shall remain in effect with respect to the remaining part of the bargaining unit.
6. When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s) by certified mail (return receipt requested) and at the address specified above. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph shall be void. The following agreements shall not be valid: a) an agreement that purports to retroactively eliminate or reduce the Employer's contribution rate payable to the Pension Fund or b) an agreement that purports to prospectively eliminate the duty to contribute to the Pension Fund during the stated term of a collective bargaining agreement that has been accepted by the Pension Fund.

7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e. short term employees who work for uncertain or irregular duration) except a casual employee shall not be a Covered Employee with respect to the Health and Welfare Fund if the collective bargaining agreement explicitly excludes casual employees from participation in the Health and Welfare Fund. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed as the principal purpose of obtaining benefits from the Fund(s).

8. The Employer agrees to remit contributions on behalf of each Covered Employee for any period he/she receives, or is entitled to receive, compensation (regardless of whether the employment relationship is terminated), including show up time, overtime pay, holiday pay, disability or illness pay, severance pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance/arbitration proceeding or other legal proceeding or settlement, except that contributions shall be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-employed service member or former service member for any period of uniformed service as defined at 32 C.F.R. §104.3.

9. On or before the 15th day of each month, the Employer must report to the Fund(s) any changes in the Covered Employee workforce (including, but not limited to, new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a delinquency, a) the Employer shall be obligated to pay interest on the amount due to the Fund(s) from the date when payment was due to the date the payment is made, together with all expenses of collection incurred by the Fund(s), including but not limited to, attorneys' fees and costs and b) at the option of the Trustees or the negotiated representative, the payment of contributions that accrue after the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered workforce on time, the Employer must pay the contributions billed by the Health and Welfare Fund regardless of actual terminations, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.

10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If litigation is required to either obtain access to the Employer's records or to collect additional billing that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).

11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement.

12. The Employer acknowledges that it is aware of the Fund(s) adverse selection rule (including Special Bulletin 96-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.

13. This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Illinois ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's liability.

14. This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.
IN WITNESS WHEREOF, said Employer and Union have caused this instrument to be executed by their duly authorized representatives, the day and year first above written.

Browick Industries, Inc.

Local Union No. 120

Redacted by U.S. Department of the Treasury

6·25·2008
Date

4245 Main Ave
Fargo, ND 58103
Complete Address of Employer

701·281·8888 701·281·5900
Telephone Number  Fax Number

45·0375791
Federal Employer Identification Number

If the Employer is signatory to a National or Group Contract, indicate the name of such Contract: No

Is the Employer an itinerant construction company working on a project or on a seasonal basis? Yes No X
PARTICIPATION AGREEMENT

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND/HEALTH AND WELFARE FUND
9377 WEST HIGGINS ROAD
ROSEMONT, ILLINOIS 60018-4938
PHONE: (847) 518-9800

THIS AGREEMENT sets forth the terms under which the Employer will participate in the Central States, Southeast, and Southwest Areas Pension Fund ("Pension Fund") and/or the Central States, Southeast and Southwest Areas Health and Welfare Fund ("Health and Welfare Fund") in accordance with its collective bargaining agreement with the Union covering the job classification(s) of: Convention Workers

1. The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health and Welfare Fund, all rules and regulations presently in effect or subsequently adopted by the Trustees of the Fund(s) and accept the respective Employer and Employee Trustees and their successors.

2. The Employer shall contribute to the Pension Fund per week ("Contribution Period") for each Covered Employee at the following rates:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>July 01, 2004</td>
<td>$166.00</td>
</tr>
<tr>
<td>July 01, 2005</td>
<td>$166.00</td>
</tr>
<tr>
<td>July 01, 2006</td>
<td>$166.00</td>
</tr>
<tr>
<td>July 01, 2007</td>
<td>$166.00</td>
</tr>
<tr>
<td>July 01, 2008</td>
<td>$166.00</td>
</tr>
</tbody>
</table>

3. The Employer shall contribute to the Health and Welfare Fund per week ("Contribution Period") for each Covered Employee at the following rates:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td></td>
</tr>
</tbody>
</table>

4. Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the periods when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to either the execution of a new collective bargaining agreement or the termination of this Agreement, shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.

5. This agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement and during a strike except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until either a) the Trustees decide to terminate the Agreement and provide written notice of their decision to the Employer or b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s) Contracts Department at the address specified above sent by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute. In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund.

6. When a new collective bargaining agreement is signed or the Employer and the Union agree to the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s)' Contracts Department by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall alone remain enforceable.

7. For purposes of this Agreement, the term Covered Employees shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e. short term employees who work for uncertain or irregular duration) unless the collective bargaining agreement explicitly excludes contributions on casual employees. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).
8. The Employer agrees to remit contributions on behalf of each Covered Employee who receives, or is entitled to receive, compensation for any part of the Contribution Period (regardless of whether the employment relationship is terminated), including show up time pay, overtime pay, holiday pay, disability or illness pay, layoff/severance pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance/arbitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due on newly hired Covered Employees for a specified waiting period; no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a reemployed service member or former service member but for his or her absence during a period of uniformed services defined at 10 C.F.R. §104.3.

9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee work force (including, but not limited to new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a delinquency, a) the Employer shall be obligated to pay interest on the monies due to the Fund(s) from the date when payment was due, to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), including, but not limited to, attorneys’ fees and costs and b) at the option of the Trustees or their delegated representative, the payment of contributions that accrue after the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered work force on time, the Employer must pay the contributions billed by the Health and Welfare Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the work force. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.

10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If litigation is required to either obtain access to the Employer’s records or to collect additional billings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys fees and costs incurred by the Fund(s).

11. The Trustees shall not be required to submit any dispute concerning the Employer’s obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement. To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.

12. The Employer acknowledges that it is aware of the Fund(s)’ adverse selection rules (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement that violates the adverse selection rules.

13. This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Illinois ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer’s liability.

14. This Agreement may not be orally modified or terminated

IN WITNESS WHEREOF, said Employer and Union have caused this Instrument to be executed by their duly authorized representatives, this day and year first above written.

Bredol Inc
Redacted by U.S. Department of the Treasury
Printed Name and Title
430 East 1st Street

No. Boston, MA 02127
Complete Address of Employer

８00-723-3976 / Ext. 232
Telephone Number

41-06-3660
Federal Employer Number

If the Employer is signatory to a National or Group Contract, Indicate the name of such Contract:

Is the Employer an itinerant construction company working on a project or on a seasonal basis: Yes ☐ No ☒
PARTICIPATION AGREEMENT

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND/HEALTH AND WELFARE FUND
9377 WEST HIGGINS ROAD
ROSEMONT, ILLINOIS 60018-4938
PHONE: (847) 518-6900

ACCOUNT NUMBER: 1002700-0202

THIS AGREEMENT sets forth the terms under which the Employer will participate in the Central States, Southeast and Southwest Areas Pension Fund ("Pension Fund") and/or the Central States, Southeast and Southwest Areas Health and Welfare Fund ("Health and Welfare Fund") in accordance with its collective bargaining agreement with the Union covering the following job classification(s): 

and any other job classification covered by the collective bargaining agreement.

1. The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health and Welfare Fund and all amendments subsequently adopted as well as all rules and regulations presently in effect or subsequently adopted by the Trustees of the Fund(s) and accept the respect the Employer and Employee Trustees and their successors.

2. The Employer shall contribute to the Pension Fund for each Covered Employee at the following rates:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>6/1/13</td>
<td>$55.10 daily</td>
</tr>
<tr>
<td>6/1/14</td>
<td>$57.30 daily</td>
</tr>
<tr>
<td>6/1/15</td>
<td>$59.60 daily</td>
</tr>
<tr>
<td>6/1/16</td>
<td>$62.00 daily</td>
</tr>
<tr>
<td>6/1/17</td>
<td>$64.50 daily</td>
</tr>
</tbody>
</table>

3. The Employer shall contribute to the Health and Welfare Fund for each Covered Employee at the following rates:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

4. Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the periods when a new collective bargaining agreement is being negotiated. In the absence of a new agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to either the execution of a new collective bargaining agreement or the termination of this Agreement, shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.

5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until a) the Trustees decide to terminate the participation of the Employer or b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s) Contracts Department at the address specified above sent by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute or c) the date the NLRB certifies the result of an election that terminates the Union's representative status or d) the date the Union's representative status terminates through a valid disclaimer of interest. In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund. In the event an NLRB election or disclaimer of interest referred to in c) or d) relates to only part of the bargaining unit, this Agreement shall remain in effect with respect to the remainder of the bargaining unit.

RECEIVED

APR 15 2013

CONTRACT

DEPARTMENT

37.10.250
When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s)' Contracts Department by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall alone remain enforceable. The following agreements shall not be valid: a) an agreement that purports to retroactively eliminate or reduce the Employer's statutory or contractual duty to contribute to the Fund(s); b) an agreement that purports to prospectively reduce the contribution rate payable to the Pension Fund or c) an agreement that purports to prospectively eliminate the duty to contribute to the Pension Fund during the stated term of a collective bargaining agreement that has been accepted by the Pension Fund.

For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e., short-term employees who work for uncertain or irregular duration) except a casual employee shall not be a Covered Employee with respect to the Health and Welfare Fund if the collective bargaining agreement explicitly excludes casual employees from participation in the Health and Welfare Fund. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).

The Employer agrees to remit contributions on behalf of each Covered Employee for any period he/she receives, or is entitled to receive, compensation (regardless of whether the employment relationship is terminated), including pay, overtime pay, holiday pay, disability or illness pay, severance pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance/arbitration proceeding or other legal proceeding or settlement, if the collective bargaining agreement states that contributions shall not be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-employed service member or former service member but for his or her absence during a period of uniformed service as defined at 32 C.F.R. §104.3.

On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a delinquency, a) the Employer shall be obligated to pay interest on the monies due to the Fund(s) from the date when payment was due to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), including, but not limited to, attorneys' fees and costs and b) at the option of the Trustees or their delegate representative, the payment of contributions that accrue after the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered workforce on time, the Employer must pay the contributions billed by the Health and Welfare Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.

The Employer shall provide the Trustees with access to all payroll records and other pertinent records when requested by the Fund(s). If litigation is required to either obtain access to the Employer's records or to collect additional amounts that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).

The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement.

The Employer acknowledges that it is aware of the Fund(s) adverse selection rule (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.

This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Illinois ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's liability.

This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.
IN WITNESS WHEREOF, said Employer and Union have caused this instrument to be executed by their duly authorized representatives, the day and year first above written.

Brencal Contractors, Inc.
Employer Name

Redacted by U.S. Department of the Treasury
Printed Name and Title

4/11/13
Date

26079 Schoenherr
Warren, MI 48089
Complete Address of Employer

586-758-6000 (586)758-6006 Telephone Number Fax Number

38-1627846
Federal Employer Identification Number

If the Employer is signatory to a National or Group Contract, indicate the name of such Contract:

Is the Employer an itinerant construction company working on a project or on a seasonal basis? Yes No X

RECEIVED
APR 15 2013

-3-
PARTICIPATION AGREEMENT
CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND/HEALTH AND WELFARE FUND
9377 WEST HIGGINS ROAD
ROSEMONT, ILLINOIS 60018-4938
PHONE: (847) 518-9800

THIS AGREEMENT sets forth the terms under which the Employer will participate in the Central States, Southeast and Southwest Areas Pension Fund ("Pension Fund") and/or the Central States, Southeast and Southwest Areas Health and Welfare Fund ("Health and Welfare Fund") in accordance with its collective bargaining agreement with the Union covering the job classification(s) of Truck Driver/warehouse Employees, Warehousemen, Mechanics, any other job classification covered by the collective bargaining agreement.

1. The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health and Welfare Fund, all rules and regulations presently in effect or subsequently adopted by the Trustees of the Fund(s) and accept the respective Employer and Employee Trustees and their successors.

2. The Employer shall contribute to the Pension Fund per week [underline] week/day/hour (choose one) (the "Contribution Period") for each Covered Employee at the following rates:

   Effective Date: January 8, 2005
   Rate: $124.00

   Effective Date: July 1, 2005
   Rate: $124.00

   Effective Date: July 1, 2006
   Rate: $124.00

   Effective Date: [underline]
   Rate: [underline]

3. The Employer shall contribute to the Health and Welfare Fund per week (the "Contribution Period") for each Covered Employee at the following rates:

   Effective Date: [underline]
   Rate: [underline]

   Effective Date: [underline]
   Rate: [underline]

   Effective Date: [underline]
   Rate: [underline]

   Effective Date: [underline]
   Rate: [underline]

   Effective Date: [underline]
   Rate: [underline]

4. Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the periods when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to either the execution of a new collective bargaining agreement or the termination of this Agreement, shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan class.

5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement and during a strike except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until either a) the Trustees decide to terminate the Agreement and provide written notice of their decision to the Employer or b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s)' Contracts Department at the address specified above sent by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute. In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund.

6. When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s)' Contracts Department by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall alone remain enforceable.

7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e. short term employees who work for uncertain or irregular duration) unless the collective bargaining agreement explicitly excludes contributions on casual employees. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).
8. The Employer agrees to remit contributions on behalf of each Covered Employee who receives, or is entitled to receive, compensation for any part of the Contribution Period (regardless of whether the employment relationship is terminated), including show up time pay, overtime pay, holiday pay, disability or illness pay, layoff/severance pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance/arbitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-employed service member or former service member but for his or her absence during a period of uniformed service as defined at 10 C.F.R. §104.3.

9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a delinquency, a) the Employer shall be obligated to pay interest on the monies due to the Fund(s) from the date when payment was due, to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), including, but not limited to, attorneys’ fees and costs and b) at the option of the Trustees or their delegated representative, the payment of contributions that accrue after the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered workforce on time, the Employer must pay the contributions billed by the Health and Welfare Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.

10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If litigation is required to either obtain access to the Employer’s records or to collect additional billings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys’ fees and costs incurred by the Fund(s).

11. The Trustees shall not be required to submit any dispute concerning the Employer’s obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement.

12. The Employer acknowledges that it is aware of the Fund(s)’ adverse selection rules (including Special Bulletin 90-7) and agrees that if this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rules.

13. This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Illinois ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer’s liability.

14. This Agreement may not be orally modified or terminated. To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.

IN WITNESS WHEREOF, said Employer and Union have caused this Instrument to be executed by their duly authorized representatives, the day and year first above written.

[Redacted by U.S. Department of the Treasury]

P.O. Box 444
Butler, WI 53007
Complete Address of Employer
262-262-3650
Telephone Number
36-463020
Federal Employer Number

If the Employer is signatory to a National or Group Contract, indicate the name of such Contract:

Is the Employer an itinerant construction company working on a project or on a seasonal basis: Yes ___ No X ___

APR 08 2005
CONTRACT DEPARTMENT

37.10.254

rev. 09/98
PARTICIPATION AGREEMENT

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS
PENSION FUND/HEALTH AND WELFARE FUND
9377 WEST HIGGINS ROAD
ROSEMONT, ILLINOIS 60018-4938
PHONE: (847) 518-9800

ACCOUNT NUMBER: ______________

THIS AGREEMENT sets forth the terms under which the Employer will participate in the Central States, Southeast and Southwest Areas Pension Fund ("Pension Fund") and/or the Central States, Southeast and Southwest Areas Health and Welfare Fund ("Health and Welfare Fund") in accordance with its collective bargaining agreement with the Union covering the following job classification(s): **PENSION ONLY**

and any other job classification covered by the collective bargaining agreement.

1. The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health and Welfare Fund and all amendments subsequently adopted as well as all rules and regulations presently in effect or subsequently adopted by the Trustees of the Fund(s) and accept the respective Employer and Employee Trustees and their successors.

2. The Employer shall contribute to the Pension Fund for each Covered Employee at the following rates:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>5/1/11</td>
<td>$5.70/HOUR</td>
</tr>
<tr>
<td>5/1/12</td>
<td>$6.00/HOUR</td>
</tr>
</tbody>
</table>

3. The Employer shall contribute to the Health and Welfare Fund for each Covered Employee at the following rates:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td>N/A</td>
</tr>
</tbody>
</table>

2010-2013 - Ohio Highway-Heavy State Agreement

4. Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the periods when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to either the execution of a new collective bargaining agreement or the termination of this Agreement, shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.

5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until a) the Trustees decide to terminate the participation of the Employer and provide written notice of their decision to the Employer specifying the date of termination of participation or b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s)' Contracts Department at the address specified above sent by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute or c) the date the NLRB certifies the result of an election that terminates the Union's representative status or d) the date the Union's representative status terminates through a valid disclaimer of interest. In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund. In the event an NLRB election or disclaimer of interest referred to in c) or d) relates to only part of the bargaining unit, this Agreement shall remain in effect with respect to the remainder of the bargaining unit.
6. When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s)’ Contracts Department by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer’s contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall remain enforceable. The following agreements shall not be valid: a) an agreement that purports to retroactively eliminate or reduce the Employer’s statutory or contractual duty to contribute to the Fund(s); b) an agreement that purports to prospectively reduce the contribution rate payable to the Pension Fund or c) an agreement that purports to prospectively eliminate the duty to contribute to the Pension Fund during the stated term of a collective bargaining agreement that has been accepted by the Pension Fund.

7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e. short term employees who work for uncertain or irregular duration) except a casual employee shall not be a Covered Employee with respect to the Health and Welfare Fund if the collective bargaining agreement explicitly excludes casual employees from participation in the Health and Welfare Fund. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).

8. The Employer agrees to remit contributions on behalf of each Covered Employee for any period he/she receives, or is entitled to receive, compensation (regardless of whether the employment relationship is terminated), including show up time pay, overtime pay, holiday pay, disability or illness pay, layoff/severance pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance/arbitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-employed service member or former service member but for his or her absence during a period of uniformed service as defined at 32 C.F.R. §104.3.

9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a delinquency, a) the Employer shall be obligated to pay interest on the monies due to the Fund(s) from the date when payment was due to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), including, but not limited to, attorneys’ fees and costs and b) at the option of the Trustees or their delegated representative, the payment of contributions that accrue after the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered workforce on time, the Employer must pay the contributions billed by the Health and Welfare Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.

10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If litigation is required to either obtain access to the Employer’s records or to collect additional billings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys’ fees and costs incurred by the Fund(s).

11. The Trustees shall not be required to submit any dispute concerning the Employer’s obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement.

12. The Employer acknowledges that it is aware of the Fund(s)’ adverse selection rule (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.

13. This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Illinois ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer’s liability.

14. This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.
IN WITNESS WHEREOF, said Employer and Union have caused this Instrument to be executed by their duly authorized representatives, the day and year first above written.

BRIDGES PROS: TRUCKING

Emp I.D. No. 537

Representative

Printed Name and Title

8/26/2011 Date

3899 SCOTSFIELD DRIVE

GAHANNA, OHIO 43230

Complete Address of Employer

614-306-7442

Telephone Number Fax Number

Federal Employer Identification Number

If the Employer is signatory to a National or Group Contract, indicate the name of such Contract:

2010-2013 OHIO HIGHWAY-HEAVY STATE AGREEMENT

Is the Employer an itinerant construction company working on a project or on a seasonal basis?  Yes  X  No  

Redacted by U.S. Department of the Treasury

Redacted by U.S. Department of the Treasury
PARTICIPATION AGREEMENT

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS
PENSION FUND HEALTH AND WELFARE FUND
9377 WEST HIGGINS ROAD
ROSEMONT, ILLINOIS 60018-5338
PHONE: (847) 518-9800

ACCOUNT NUMBER: 1027590-0201-00135A

This Agreement sets forth the terms under which the Employer will participate in the Central States, Southeast and Southwest Areas Pension Fund ("Pension Fund") and/or the Central States, Southeast and Southwest Areas Health and Welfare Fund ("Health and Welfare Fund") in accordance with its collective bargaining agreement with the Union covering the following job classification(s): Ready Mix Drivers

and any other job classification covered by the collective bargaining agreement.

1. The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health and Welfare Fund and all amendments subsequently adopted as well as all rules and regulations presently in effect or subsequently adopted by the Trustees of the Fund(s) and accept the respective Employer and Employee Trustees and their successors.

2. The Employer shall contribute to the Pension Fund for each Covered Employee at the following rates:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>10/1/2013</td>
<td>$99.00</td>
</tr>
<tr>
<td>10/1/2014</td>
<td>$103.00</td>
</tr>
<tr>
<td>10/1/2015</td>
<td>$107.10</td>
</tr>
<tr>
<td>10/1/2016</td>
<td>$111.40</td>
</tr>
</tbody>
</table>

Effective Date: ____________________ Rate: ____________________

3. The Employer shall contribute to the Health and Welfare Fund for each Covered Employee at the following rates:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>10/1/2013</td>
<td></td>
</tr>
<tr>
<td>10/1/2014</td>
<td></td>
</tr>
<tr>
<td>10/1/2015</td>
<td></td>
</tr>
<tr>
<td>10/1/2016</td>
<td></td>
</tr>
</tbody>
</table>

Effective Date: ____________________ Rate: ____________________

4. Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the periods when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to either the execution of a new collective bargaining agreement or the termination of this Agreement, shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.

5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement extend to contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until: (a) the Trustees decide to terminate the participation of the Employer and provide written notice of their decision to the Employer specifying the date of termination of participation or (b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s)'s Contracts Department at the address specified above sent by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute or (c) the date the NLRB certifies the result of an election that terminates the Union's representative status or (d) the date the Union's representative status terminates through a valid disclaimer of interest. In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the remission referred to in (a) or (b) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund. In the event an NLRB election or disclaimer of interest referred to in (c) or (d) relates to only part of the bargaining unit, this Agreement shall remain in effect with respect to the remainder of the bargaining unit.

37.10.258
6. When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s) Contracts Department. The Employer shall also submit a copy of the agreement or an understanding which affects the Employer’s contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall remain enforceable. The following agreements shall not be valid: (a) an agreement that purports to retroactively eliminate or reduce the Employer’s statutory or contributory duty to contribute to the Fund(s); (b) an agreement that purports to prospectively reduce the contribution rate payable to the Pension Fund or (c) an agreement that purports to prospectively eliminate the duty to contribute to the Pension Fund during the stated term of a collective bargaining agreement but has been accepted by the Pension Fund.

7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e., short term employees who work for uncertain or irregular duration) except a casual employee shall not be a Covered Employee with respect to the Health and Welfare Fund if the collective bargaining agreement explicitly excludes casual employees from participation in the Health and Welfare Fund. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).

8. The Employer agrees to remit contributions on behalf of each Covered Employee for any period he/she receives, or is entitled to receive, compensation (regardless of whether the employment relationship is terminated), including show up time, overtime pay, holiday pay, disability or illness pay, layoff/layoff compensation, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance/arbitration proceeding or other legal proceeding or settlement.

9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee’s employment (including, but not limited to new hires, layoffs or terminations) which occurred during the prior month and within the Fund(s) calendar year. The Employer shall also provide the Fund(s) with a reconciliation statement of the contributions paid during the prior month and any adjustments requested by the Fund(s) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a delinquency, a) the Employer shall be obligated to pay interest on the monies due to the Fund(s) from the date when payment was due to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), including, but not limited to, attorneys’ fees and costs and b) at the option of the Trustees or the delegate representative, the payment of contributions that accrue after the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered workforce on time, the Employer must pay the contributions billed by the Health and Welfare Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.

10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If litigation is required to obtain access to the Employer’s records or to collect additional billings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys’ fees and costs incurred by the Fund(s).

11. The Trustees shall not be required to submit any dispute concerning the Employer’s obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement.

12. The Employer acknowledges that it is aware of the Fund(s)’ adverse selection rule (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.

13. This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Illinois ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer’s liability.

14. This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.
IN WITNESS WHEREOF, said Employer and Union have caused this instrument to be executed by their duly authorized representatives, the day and year first above written.

Redacted by U.S. Department of the Treasury

Date

Redacted by U.S. Department of the Treasury

Complete Address of Employer

Telephone Number

Fax Number

Federal Employer Identification Number

If the Employer is signatory to a National or Group Contract, indicate the name of such Contract:

Is the Employer an itinerant construction company working on a project or on a seasonal basis? Yes ☐ No ☐

RECEIVED

DEC 11 2013

CONTRACT DEPARTMENT

37.10.260
PARTICIPATION AGREEMENT

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND/HEALTH AND WELFARE FUND
9377 WEST HIGGINS ROAD
ROSEMONT, ILLINOIS 60018-4938
PHONE: (847) 518-9800

ACCOUNT NUMBER: ______________

THIS AGREEMENT sets forth the terms under which the Employer will participate in the Central States, Southeast and Southwest Areas Pension Fund ("Pension Fund") and/or the Central States, Southeast and Southwest Areas Health and Welfare Fund ("Health and Welfare Fund") in accordance with its collective bargaining agreement with the Union covering the following job classification(s): Truck Drivers

    and any other job classification covered by the collective bargaining agreement.

1. The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health and Welfare Fund and all amendments subsequently adopted as well as all rules and regulations presently in effect or subsequently adopted by the Trustees of the Fund(s) and accept the respective Employer and Employee Trustees and their successors.

2. The Employer shall contribute to the Pension Fund for each Covered Employee at the following rates:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>March 31, 2009</td>
<td>$91.80</td>
</tr>
<tr>
<td>March 31, 2010</td>
<td>$99.10</td>
</tr>
<tr>
<td>March 31, 2011</td>
<td>$107.00</td>
</tr>
<tr>
<td>March 31, 2012</td>
<td>$115.60</td>
</tr>
<tr>
<td>March 31, 2013</td>
<td>$124.80</td>
</tr>
<tr>
<td>March 31, 2014</td>
<td>$134.78</td>
</tr>
</tbody>
</table>

3. The Employer shall contribute to the Health and Welfare Fund for each Covered Employee at the following rates:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

4. Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the periods when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to either the execution of a new collective bargaining agreement or the termination of this Agreement, shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.

5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until a) the Trustees decide to terminate the participation of the Employer and provide written notice of their decision to the Employer specifying the date of termination of participation or b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s)' Contracts Department at the address specified above sent by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute or c) the date the NLRB certifies the result of an election that terminates the Union's representative status or d) the date the Union's representative status terminates through a valid disclaimer of interest. In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund. In the event an NLRB election or disclaimer of interest referred to in c) or d) relates to only part of the bargaining unit, this Agreement shall remain in effect with respect to the remainder of the bargaining unit.
6. When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s) Contracts Department by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer’s contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall alone remain enforceable. The following agreements shall not be valid: a) an agreement that purports to retroactively eliminate or reduce the Employer’s statutory or contractual duty to contribute to the Fund(s); b) an agreement that purports to prospectively reduce the contribution rate payable to the Pension Fund or c) an agreement that purports to prospectively eliminate the duty to contribute to the Pension Fund during the stated term of a collective bargaining agreement that has been accepted by the Pension Fund.

7. For purposes of this Agreement, the term “Covered Employee” shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e. short term employees who work for uncertain or irregular duration) except a casual employee shall not be a Covered Employee with respect to the Health and Welfare Fund if the collective bargaining agreement explicitly excludes casual employees from participation in the Health and Welfare Fund. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).

8. The Employer agrees to remit contributions on behalf of each Covered Employee for any period he/she receives, or is entitled to receive, compensation (regardless of whether the employment relationship is terminated), including show up time, overtime pay, holiday pay, disability or illness pay, layoff/layoff pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance/arbitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due on newly hired Covered Employee for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-employed service member or former service member but for his or her absence during a period of uniformed service as defined at 32 C.F.R. §104.3.

9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a delinquency, a) the Employer shall be obligated to pay interest on the monies due to the Fund(s) from the date when payment was due to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), including, but not limited to, attorneys’ fees and costs and b) at the option of the Trustees or their delegated representative, the payment of contributions that accrue after the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar month (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered workforce on time, the Employer must pay the contributions billed by the Health and Welfare Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.

10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If litigation is required to either obtain access to the Employer’s records or to collect additional billing that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys’ fees and costs incurred by the Fund(s).

11. The Trustees shall not be required to submit any dispute concerning the Employer’s obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement.

12. The Employer acknowledges that it is aware of the Fund(s) adverse selection rule (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.

13. This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Illinois ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer’s liability.

14. This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.
IN WITNESS WHEREOF, said Employer and Union have caused this Instrument to be executed by their duly authorized representatives, the day and year first above written.

Broadway Trucking, Inc.

Redacted by U.S. Department of the Treasury

7/15/09
Date

4301 N. Broadway Ave., Muncie, Indiana 47303
Complete Address of Employer

(765) 747-0088  (765) 747-9407
Telephone Number  Fax Number

Local Union No. 135
Printed Name and Title

Redacted by U.S. Department of the Treasury

8/21/09
Date

RECEIVED

SEP 08 2009

CONTRACT DEPARTMENT

Federal Employer Identification Number

if the Employer is signatory to a National or Group Contract, indicate the name of such Contract:
Highway, Heavy, Railroad and Underground Utility Contracting

Is the Employer an itinerant construction company working on a project or on a seasonal basis? Yes No X
PARTICIPATION AGREEMENT

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS
PENSION FUND/HEALTH AND WELFARE FUND
9377 WEST HIGGINS ROAD
ROSEMONT, ILLINOIS 60018-4938
PHONE: (847) 818-9300

ACCOUNT NUMBER: 1045750-0101-00050A

THIS AGREEMENT sets forth the terms under which the Employer will participate in the Central States, Southeast and Southwest Areas Pension Fund ("Pension Fund") and/or the Central States, Southeast and Southwest Areas Health and Welfare Fund ("Health and Welfare Fund") in accordance with its collective bargaining agreement with the Union covering the following job classification(s): Unit 1

and any other job classification covered by the collective bargaining agreement.

1. The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health and Welfare Fund and all amendments subsequently adopted as well as all rules and regulations presently in effect or subsequently adopted by the Trustees of the Fund(s) and accept the respective Employer and Employee Trustees and their successors.

2. The Employer shall contribute to the Pension Fund for each Covered Employee at the following rates:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>12/01/2006</td>
<td>$91.80</td>
</tr>
<tr>
<td>12/02/2007</td>
<td>$99.10</td>
</tr>
<tr>
<td>11/30/2008</td>
<td>$107.00</td>
</tr>
<tr>
<td>11/29/2009</td>
<td>$124.80</td>
</tr>
</tbody>
</table>

3. The Employer shall contribute to the Health and Welfare Fund for each Covered Employee at the following rates:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

4. Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the periods when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to either the execution of a new collective bargaining agreement or the termination of this Agreement, shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.

5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer’s obligation to pay contributions shall not terminate until: a) the Trustees decide to terminate the participation of the Employer and provide written notice of their decision to the Employer specifying the date of termination of participation or b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s) Contracts Department at the address specified above sent by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute or c) the date the NLRB certifies the result of an election that terminates the Union’s representative status or d) the date the Union’s representative status terminates through a valid disclaimer of interest. In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund. In the event an NLRB election or disclaimer of interest referred to in c) or d) relates to only part of the bargaining unit, this Agreement shall remain in effect with respect to the remainder of the bargaining unit.
8. When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund[s] and the Department by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer’s contribution obligation which has not been submitted to the Fund[s] as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund[s] shall remain enforceable. The following agreements shall not be valid: a) an agreement that purports to retroactively eliminate or reduce the Employer’s statutory or contractual duty to contribute to the Fund[s]; b) an agreement that purports to prospectively reduce the contribution rate payble to the Pension Fund or c) an agreement that purports to prospectively eliminate the duty to contribute to the Pension Fund during the stated term of a collective bargaining agreement that has been accepted by the Pension Fund.

7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund[s] and includes casual employees (i.e., short term employees who work for uncertain or irregular duration) except a casual employee shall not be a Covered Employee with respect to the Health and Welfare Fund if the collective bargaining agreement explicitly excludes casual employees from participation in the Health and Welfare Fund. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund[s].

8. The Employer agrees to remit contributions on behalf of each Covered Employee for any period he/she receives, or is entitled to receive, compensation (regardless of whether the employment relationship is terminated), including show up time, overtime pay, holiday pay, disability or illness pay, layoff/severance pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance/arbitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund[s] on behalf of any Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-employed service member or former service member but for his or her absence during a period of uniformed service as defined at 32 C.F.R. §104.3.

9. On or before the 15th day of each month, the Employer must report to the Fund[s] any change in the Covered Employee workforce (including, but not limited to new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a delinquency, a) the Employer shall be obligated to pay interest on the monies due to the Fund[s] from the date when payment was due to the date when the payment is made, together with all expenses of collection incurred by the Fund[s], including, but not limited to, attorneys' fees and costs; and b) at the option of the Trustees or their delegated representative, the payment of contributions that accrue after the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered workforce on time, the Employer must pay the contributions billed by the Health and Welfare Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.

10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund[s]. If litigation is required to either obtain access to the Employer's records or to collect additional billings that result from the review of the records, all costs incurred by the Fund[s] in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund[s].

11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement.

12. The Employer acknowledges that it is aware of the Fund[s]' adverse selection rule (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.

13. This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Illinois ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund[s] receive actual written notice of the existence of the Employer's liability.

14. This Agreement may be modified or terminated only with the written consent of the Fund[s]. To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.
IN WITNESS WHEREOF, said Employer and Union have caused this Instrument to be executed by their duly authorized representatives, the day and year first above written.

Bob Brockland Pontiac

Redacted by U.S. Department of the Treasury

Printed Name and Title

Date

1699 Pontiac Lane

Complete Address of Employer

Cahokia, IL 62206

Telephone Number Fax Number

Federal Employer Identification Number

If the Employer is signatory to a National or Group Contract, indicate the name of such Contract:

Is the Employer an itinerant construction company working on a project or on a seasonal basis? Yes ☒ No ☒
PARTICIPATION AGREEMENT
CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS
PENSION FUND/HEALTH AND WELFARE FUND
9377 WEST HIGGINS ROAD
ROSEMONT, ILLINOIS 60018-9336
PHONE: (847) 519-5800

THIS AGREEMENT sets forth the terms under which the Employer will participate in the Central States, Southeast, and Southwest Areas Pension Fund ("Pension Fund") and/or the Central States, Southeast and Southwest Areas Health and Welfare Fund ("Health and Welfare Fund") in accordance with its collective bargaining agreement with the Union covering the (job classification(s) of: Drivers and Warehouse

1. The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health and Welfare Fund, all rules and regulations presently in effect or subsequently adopted by the Trustees of the Fund(s) and accept the respective Employer and Employee Trustees and their successors.

2. The Employer shall contribute to the Pension Fund per Week week/day/hour (choose one) (the "Contribution Period") for each Covered Employee at the following rates:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>April 27, 2008</td>
<td>$179.30</td>
</tr>
<tr>
<td>June 01, 2009</td>
<td>$193.60</td>
</tr>
<tr>
<td>June 01, 2010</td>
<td>$209.10</td>
</tr>
<tr>
<td>Effect Date</td>
<td>Rate</td>
</tr>
</tbody>
</table>

3. The Employer shall contribute to the Health and Welfare Fund per week (the "Contribution Period") for each Covered Employee at the following rates:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Effect Date</td>
<td>Rate</td>
</tr>
</tbody>
</table>

4. Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the periods when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement prior to the execution of a new collective bargaining agreement or the termination of this Agreement, the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.

5. This agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement and during a strike except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until either a) the Trustees decide to terminate the Agreement and provide written notice of their decision to the Employer or b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s)' Contracts Department at the address specified above sent by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute. In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund.

6. When a new collective bargaining agreement is signed or the Employer and the Union agree to the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s)' Contracts Department by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall alone remain enforceable.

7. For purposes of this Agreement, the term Covered Employees shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e. short term employees who work for uncertain or irregular duration) unless the collective bargaining agreement explicitly excludes contributions on casual employees. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).

37.10.267
8. The Employer agrees to remit contributions on behalf of each Covered Employee who receives, or is entitled to receive, compensation for any part of the Contribution Period (regardless of whether the employment relationship is terminated), including show up time pay, overtime pay, holiday pay, disability or illness pay, layoff/severance pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance/arbitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury even if the Employer is or is entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a reemployed service member or former service member but for his or her absence during a period of uniformed services defined at 10 C.F.R. §104.3.

9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee work force (including, but not limited to new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a delinquency, a) the Employer shall be obligated to pay interest on the monies due to the Fund(s) from the date when payment was due, to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), including, but not limited to, attorneys' fees and costs and b) at the option of the Trustees or their delegated representative, the payment of contributions that accrue after the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered work force on time, the Employer must pay the contributions billed by the Health and Welfare Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the work force. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.

10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If litigation is required to either obtain access to the Employer's records or to collect additional billing that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys fees and costs incurred by the Fund(s).

11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement. To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.

12. The Employer acknowledges that it is aware of the Fund(s)' adverse selection rules (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement that violates the adverse selection rules.

13. This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Illinois ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's liability.

14. This Agreement may not be orally modified or terminated.

IN WITNESS WHEREOF, said Employer and Union have caused this Instrument to be executed by their duly authorized representatives, this day and year first above written.

H. Brooks and Company

Redacted by U.S. Department of the Treasury

600 Lakeview Point Drive
New Brighton, MN 55112

Complete Address of Employer

651.635.0126

Telephone Number

412-197-3777

Federal Employer Number

If the Employer is signatory to a National or Group Contract, Indicate the name of such Contract:
N/A

Is the Employer an itinerant construction company working on a project or on a seasonal basis: Yes [ ] No [X]

37.10.268

RECEIVED
SEP 08 2008

CONTRACT
DEPARTMENT
PARTICIPATION AGREEMENT

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND/HEALTH AND WELFARE FUND
9377 WEST HIGGINS ROAD
ROSEMONT, ILLINOIS 60018-8938
PHONE: (847) 518-9800

THIS AGREEMENT sets forth the terms under which the Employer will participate in the Central States, Southeast, and Southwest Areas Pension Fund ("Pension Fund") and/or the Central States, Southeast and Southwest Areas Health and Welfare Fund ("Health and Welfare Fund") in accordance with its collective bargaining agreement with the Union covering the job classification(s) of: Sand & Gravel/Drivers

1. The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health and Welfare Fund, all rules and regulations presently in effect or subsequently adopted by the Trustees of the Fund(s) and accept the respective Employer and Employee Trustees and their successors.

2. The Employer shall contribute to the Pension Fund per one (the "Contribution Period") for each Covered Employee at the following rates:

   Effective Date: May 01, 2007  
   Rate: $179.30

   Effective Date: May 01, 2008  
   Rate: $193.60

   Effective Date: May 01, 2009  
   Rate: $209.10

3. The Employer shall contribute to the Health and Welfare Fund per week (the "Contribution Period") for each Covered Employee at the following rates:

   Effective Date:  
   Rate: 

   Effective Date:  
   Rate: 

   Effective Date:  
   Rate: 

   Effective Date:  
   Rate: 

   Effective Date:  
   Rate: 

4. Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the periods when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to the execution of a new collective bargaining agreement or the termination of this Agreement, shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.

5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement and during a strike except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until either a) the Trustees decide to terminate the Agreement and provide written notice of their decision to the Employer or b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s)' Contracts Department at the address specified above sent by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute. In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund.

6. When a new collective bargaining agreement is signed or the Employer and the Union agree to the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s)' Contracts Department by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall alone remain enforceable.

7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e. short term employees who work for uncertain or irregular duration) unless the collective bargaining agreement explicitly excludes contributions on casual employees. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).
8. The Employer agrees to remit contributions on behalf of each Covered Employee who receives, or is entitled to receive, compensation for any part of the Contribution Period (regardless of whether the employment relationship is terminated), including show up time pay, overtime pay, holiday pay, disability or illness pay, layoff/layoff pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceedings, grievance/arbitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a reemployed service member or former service member but for his or her absence during a period of uniformed services defined at 3 C.F.R. §104.3.

9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee work force (including, but not limited to new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a delinquency, a) the Employer shall be obligated to pay interest on the monies due to the Fund(s) from the date when payment was due, to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), including, but not limited to, attorneys' fees and costs and b) at the option of the Trustees or their delegated representative, the payment of contributions that accrue after the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday if the Employer fails to report changes in the covered work force on time, the Employer must pay the contributions billed by the Health and Welfare Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the work force. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.

10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If litigation is required to either obtain access to the Employer's records or to collect additional billing that results from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).

11. The Trustees shall not be required to submit any dispute concerning the Employers obligation to pay contributions to any grievance/arbitration procedure set forth in the collective bargaining agreement. To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.

12. The Employer acknowledges that it is aware of the Fund(s) adverse selection rules (including the Special Bulletin 99-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement that violates the adverse selection rules.

13. This Agreement shall in all respects be construed according to laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Illinois ten year statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's liability.

14. This Agreement may not be orally modified or terminated.

IN WITNESS WHEREOF, said Employer and Union have caused this Instrument to be executed by their duly authorized representatives, this day and year first above written.

Bryan Rock Products, Inc.
Employer Name
Redacted by U.S. Department of the Treasury
P.O. Box 215
Esko, MN 55739
Complete Address of Employer

952-445-3980
Telephone Number

Redacted by U.S. Department of the Treasury
Printed Name and Title

RECEIVED
AUG 24 2007
CONTRACT DEPARTMENT

If the Employer is signatory to a National or Group Contract, Indicate the name of such Contract:

Is the Employer an itinerant construction company working on a project or on a seasonal basis: Yes □ No □
THIS AGREEMENT sets forth the terms under which the Employer will participate in the Central States, Southeast and Southwest Areas Pension Fund ("Pension Fund") and/or the Central States, South East and Southwest Areas Health and Welfare Fund ("Health and Welfare Fund") in accordance with its collective bargaining agreement with the Union covering the following job classifications:

1. The Union and Employer agree to be bound by the Trust Agreements of the Pension Fund and/or the Health and Welfare Fund, all rules and regulations presently in effect or subsequently adopted by the Trustees of the Fund(s) and accept the respective Employer and Employee Trustees and their successors.

2. The Employer shall contribute to the Pension Fund for each Covered Employee at the following rates:
   - Effective Date: 3/2/10
   - Rate: $168.70 per week

3. The Employer shall contribute to the Health and Welfare Fund for each Covered Employee at the following rates:
   - Effective Date:
   - Rate:

4. Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the periods when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to the effective date of a new collective bargaining agreement or the termination of this Agreement, shall be the rate in effect on the last day of the term of the collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is over 10 percent less than the then published rate for the applicable benefit plan or class.

5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement and during a strike except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until a) the Trustees decide to terminate the participation of the Employer and provide written notice of their decision to the Employer specifying the date of termination of participation or b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Employer that Contract Department at the address specified above sent by certified mail return receipt requested that describes the reason why the Employer is no longer obligated to contribute or c) the date the NLRB certifies the result of an election that terminates the Union's representative status or d) the date the Union's representative status terminates through a valid disclaimer or otherwise.

6. When a new collective bargaining agreement is signed by the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s) Contracts Department by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall remain in effect. The following agreements shall not be valid a) an agreement that purports to reduce or eliminate the Union's representation or contractually impose a bargain that purports to prospectively eliminate the Union's representation or contractually impose a bargain that purports to prospectively eliminate the duty to contribute to the Pension Fund during the stated term of a collective bargaining agreement that has been accepted by the Pension Fund.
The Employer agrees to remit contributions on behalf of each Covered Employee for any period he/she receives, or is entitled to receive, compensation (regardless of whether the employment relationship is terminated), including show up time pay, overtime pay, holiday pay, disability or illness pay, layoff/severance pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance/arbitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-employed service member or former service member but for his or her absence during a period of uniformed service as defined at 32 C.F.R. §104.3.

9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to, new hires, layoffs, terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a delinquency, (a) the Employer shall be obligated to pay interest on the monies due to the Fund(s) from the date when payment was due to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), including, but not limited to, attorneys’ fees and costs and (b) at the option of the Trustees or their delegated representative, the payment of contributions at the time after the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered workforce on time, the Employer must pay the contributions billed by the Health and Welfare Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.

10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If litigation is required to either obtain access to the Employer’s records or to collect additional billings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys’ fees and costs incurred by the Fund(s).

11. The Trustees shall not be required to submit any dispute concerning the Employer’s obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement.

12. The Employer acknowledges that it is aware of the Fund(s) adverse selection rule (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.

13. This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Illinois ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer’s liability.

14. This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.

IN WITNESS WHEREOF, said Employer and Union have caused this instrument to be executed by their duly authorized representatives, the day and year first above written.

Employer Name: Building Products Corporation  Local Union No: 50

Redacted by U.S. Department of the Treasury

Complete Address of Employer: 950 Freeburg Ave.
Belleville, IL 62220

Telephone Number 618-233-4427  Fax Number

Federal Employer Identification Number

If the Employer is signatory to a National or Group Contract, indicate the name of such Contract: Is the Employer an itinerant construction company working on a project or on a seasonal basis: Yes X No

Date: 8/14/10

RECEIVED

SEP 2 0 2010

CONTRACT

DEPARTMENT
AGREEMENT

PARTICIPATION

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS
PENSION FUND/HEALTH AND WELFARE FUND
9377 WEST HOBSON ROAD
ROSEMONT, ILLINOIS 60018-4938
PHONE: (847) 518-9800

THIS AGREEMENT is the terms under which the Employer will participate in the Central States, Southeast and Southwest Areas Pensions Fund and/or the Health and Welfare Fund, all rules and regulations presently in effect or subsequently adopted by the Trustees of the Funds and accept the respective Employer and Employee Trustees and their successors.

1. The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health and Welfare Fund, all rules and regulations presently in effect or subsequently adopted by the Trustees of the Funds and accept the respective Employer and Employee Trustees and their successors.

2. The Employer shall contribute to the Pension Fund for each Covered Employee at the following rates:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>4/1/13</td>
<td>$17.85 per week</td>
</tr>
<tr>
<td>4/1/14</td>
<td>$18.75 per week</td>
</tr>
<tr>
<td>4/1/15</td>
<td>$19.65 per week</td>
</tr>
<tr>
<td>4/1/16</td>
<td>$20.55 per week</td>
</tr>
<tr>
<td>4/1/17</td>
<td>$21.45 per week</td>
</tr>
</tbody>
</table>

3. The Employer shall contribute to the Health and Welfare Fund for each Covered Employee at the following rates:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td>N/A</td>
</tr>
</tbody>
</table>

4. Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be as agreed by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the period when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to either the execution of a new collective bargaining agreement or the termination of this Agreement, shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then-published rate for the applicable benefit plan or class.

5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement and during a strike except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until:
   a) the Trustees decide to terminate the participation of the Employer and provide written notice of their decision to the Employer specifying the date of termination of participation or
   b) the Employer is no longer obligated by a court or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s) Contract Department at the address specified above and by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute or
   c) the date the NLRB certifies the result of an election that terminates the Union's representative status or
   d) the date the Union's representative status terminates through a valid discharge of interest. In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund. In the event an NLRB election or discharge of interest referred to in c) or d) relates to only part of the bargaining unit, this Agreement shall remain in effect with respect to the remainder of the bargaining unit.

37.10.273
6. When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s) Contracts Department by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall alone remain enforceable. The following agreements shall not be valid: a) an agreement in an. purpose to prospectively reduce the contribution rate payable to the Pension Fund or b) an agreement that purports to prospectively eliminate the duty to contribute to the Pension Fund during the stated term of a collective bargaining agreement that has been accepted by the Pension Fund.

7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e., short-term employees who work for a specified or irregular duration) except a casual employee shall not be a Covered Employee with respect to the Health and Welfare Fund if the collective bargaining agreement explicitly excludes casual employees from participation in the Health and Welfare Fund. Covered Employee shall include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).

8. The Employer agrees to remit contributions on behalf of each Covered Employee for any period he/she receives, or is entitled to receive, compensation (regardless of whether the employment relationship is terminated), including show up time pay, overtime pay, holiday pay, disability or illness pay, layoff/involuntary pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance/arbitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made on behalf of any Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would otherwise be paid on any Covered Employee who is not employed for the principal purpose of obtaining benefits from the Fund(s) but for his or her service during a period of uniformed service as defined in 10 C.F.R. §104.3.

9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee's workforce (including, but not limited to, new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a dispute, a) the Employer shall be obligated to pay interest on the delinquent contributions due to the Fund(s); b) the date when payment was due; c) the date when the payment was made, together with any expenses of collection incurred by the Fund(s), including, but not limited to, employee fees and costs and d) at the option of the Trustees or their designated representative, the payment of contributions that accrue after the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered workforce on time, the Employer must pay all contributions due. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.

10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If litigation is initiated to either obtain access to the Employer's records or to collect additional items that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorney fees and costs incurred by the Fund(s).

11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement.

12. The Employer acknowledges that it is subject to the Fund(s) adverse selection rule (excluding Special Bulletin SB-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.
13. This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Illinois ten-year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's liability.

14. This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.

IN WITNESS WHEREOF, said Employer and Union have caused this Instrument to be executed by their duly authorized representatives, the day and year first above written.

Redacted by U.S. Department of the Treasury

Redacted by U.S. Department of the Treasury

8/22/13

8/23/13

Date

Date

RECEIVED

AUG 26 2013

CONTRACT

DEPARTMENT

If the Employer is signatory to a National or Group Contract, indicate the name of such Contract:

Is the Employer an Inherent construction company working on a project or on a seasonal basis: Yes _____ No ____.
PARTICIPATION AGREEMENT

CENTRAL SOUTHWEST, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND HEALTH AND WELFARE FUND
9177 WELL HUGGINS ROAD
ROSENTON, ILLINOIS 60018-3938
PHONE: (677) 516-9900

THIS AGREEMENT sets forth the terms under which the Employer will participate in the Central, South East and South West Areas Pension Fund ("Pension Fund") and/or the Central, South East and South West Areas Health and Welfare Fund ("Health and Welfare Fund") in accordance with the collective bargaining agreement with the Union covering the job classification(s) of the Employer's employees, in addition to any other job classification covered by the collective bargaining agreement.

1. The Union and Employer agree to be bound by the Fund Agreement(s) of the Pension Fund and/or the Health and Welfare Fund, all rules and regulations presently in effect or subsequently adopted by the Trustees of the Fund(s) and accept the respective Employer and Employee Trustees and their successors.

2. The Employer shall contribute to the Pension Fund per week (choose one) (the "Contribution Fund") for each Covered Employee at the following rates:

   - Effective Date: January 1, 2000  
   - Rate: $91.00 per week

   - Effective Date: January 1, 2001  
   - Rate: $100.00 per week

   - Effective Date: January 1, 2002  
   - Rate: $110.00 per week

   - Effective Date: January 1, 2003  
   - Rate: $120.00 per week

   - Effective Date: January 1, 2004  
   - Rate: $124.00 per week

3. The Employer shall contribute to the Health and Welfare Fund per week (the "Contribution Fund") for each Covered Employee at the following rates:

   - Effective Date: N/A  
   - Rate: N/A

   - Effective Date: N/A  
   - Rate: N/A

   - Effective Date: N/A  
   - Rate: N/A

4. Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the periods when a new collective bargaining agreement is not in effect or a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to the execution of a new collective bargaining agreement or the termination of this Agreement, shall be the rate in effect on the day of such termination or the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to require benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.

5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement and prior to the execution of a new collective bargaining agreement, as required by paragraph 4, until the parties have executed an interim agreement to terminate this Agreement and provide written notice of their decision to the Employer or if the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and if the Fund(s) have received a termination notice directed to the Employer at the address specified above sent by certified mail with return receipt requested. If, within 30 days after receipt of such notice, the Employer has not paid the contributions required, the Trustees may terminate this Agreement and the written agreement(s) that has/have been submitted to the Fund(s) shall remain enforceable.

6. When a new collective bargaining agreement is signed by the Employer and the Union to change the collective bargaining agreement, the Employer shall promptly submit the collective bargaining agreement or modification to the Fund(s) and the Trustees at the address specified above. Any agreement or understanding with the Trustee affecting the Employer's contribution obligation, which is not expressed or mandatory in the collective bargaining agreement, shall not be binding on the Trustees and this Agreement, and the written agreement(s) that has/have been submitted to the Fund(s) shall remain enforceable.

7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e., temporary employees who work for an indefinite or regular duration) and any other term used to describe the employee's job classification covered by the collective bargaining agreement. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed in a clerical capacity who does not have the principal purpose of obtaining benefits from the Fund(s).

37.10.276
8. The Employer agrees to remit contributions on behalf of each Covered Employee who receives or is entitled to receive compensation for any part of the Contribution Period (regardless of whether the employment relationship is terminated), including any part-time pay, vacation pay, holiday pay, disability or illness pay, unemployment benefits, severance pay, jury duty, or any other wages and benefits which are the result of any National Labor Relations Board proceeding, grievances, or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period required by the applicable collective bargaining agreement. Contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury until the Covered Employee is unable to work. The Employer shall pay any contributions that would have otherwise been paid had the Covered Employee been a covered employee in accordance with the terms and conditions of the collective bargaining agreement.

9. On or before the 15th day of each month, the Employer must report to the Fund(s) any changes in the Covered Employees' work status, including, but not limited to, terminations, layoffs, or furloughs. Any contributions owed for the prior calendar month must be paid by the 15th day of the following month. The Employer must notify the Trustee(s) of any changes in the employment status of the Covered Employees.

10. The Employer shall provide the Trustees with access to the Employer's payroll records and other pertinent records when requested by the Trustee(s). Action is required to effectuate access to the Employer's records to confirm that full contributions have been made. The Employer shall pay any contributions owed to the Trustee(s) within 15 days of the Trustee's request.

11. The Trustees shall not be required to submit any dispute concerning the Employer's obligations to pay contributions to any government or private pension plan unless a collective bargaining agreement so requires.

12. The Employer acknowledges that any violation of the collective bargaining agreement will result in the imposition of any penalties and interest, as well as any other remedies provided by the collective bargaining agreement.

13. The Employer agrees to abide by the terms of the collective bargaining agreement and to comply with any additional requirements that result from the terms of the agreement. The Employer shall pay any contributions owed to the Trustee(s) within 15 days of the Trustee's request.

14. This agreement may not be modified or terminated. The provisions of this agreement supplement and do not supersede any provisions of the collective bargaining agreement.

IN WITNESS WHEREOF, the Employer and the Trustee(s) have signed this agreement to be executed by their duly authorized representatives.

[Signatures]

Redacted by U.S. Department of the Treasury

Redacted by U.S. Department of the Treasury
PARTICIPATION AGREEMENT

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND/HEALTH AND WELFARE FUND
9377 WEST HIGGINS ROAD
ROSEMONT, ILLINOIS 60018-4938
PHONE: (847) 518-9800

ACCOUNT NUMBER: 1174760-0104-06624

THIS AGREEMENT sets forth the terms under which the Employer will participate in the Central States, Southeast and Southwest Areas Pension Fund ("Pension Fund") and/or the Central States, Southeast and Southwest Areas Health and Welfare Fund ("Health and Welfare Fund") in accordance with its collective bargaining agreement with the Union covering the following job classification(s): DRIVERS

and any other job classification covered by the collective bargaining agreement.

1. The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health and Welfare Fund and all amendments subsequently adopted as well as all rules and regulations presently in effect or subsequently adopted by the Trustees of the Fund(s) and accept the respective Employer and Employee Trustees and their successors.

2. The Employer shall contribute to the Pension Fund for each Covered Employee at the following rates:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>7/1/2012</td>
<td>$258.50</td>
</tr>
<tr>
<td>6/30/2013</td>
<td>$269.80</td>
</tr>
<tr>
<td>6/29/2014</td>
<td>$279.60</td>
</tr>
<tr>
<td>6/28/2015</td>
<td>$290.80</td>
</tr>
<tr>
<td>6/27/2016</td>
<td>$302.40</td>
</tr>
</tbody>
</table>

3. The Employer shall contribute to the Health and Welfare Fund for each Covered Employee at the following rates:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>7/1/2012</td>
<td>$241.50</td>
</tr>
<tr>
<td>6/30/2013</td>
<td>$255.90</td>
</tr>
<tr>
<td>6/29/2014</td>
<td>$279.40</td>
</tr>
</tbody>
</table>

4. Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the periods when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to either the execution of a new collective bargaining agreement or the termination of this Agreement, shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.

5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until a) the Trustees decide to terminate the participation of the Employer and provide written notice of their decision to the Employer specifying the date of termination of participation or b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s) Contracts Department at the address specified above sent by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute or c) the date the NLRB certifies the result of an election that terminates the Union's representative status or d) the date the Union's representative status terminates through a valid disclaimer of interest. In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund. In the event an NLRB election or disclaimer of interest referred to in c) or d) relates to only part of the bargaining unit, this Agreement shall remain in effect with respect to the remainder of the bargaining unit.

37.10.278
6. When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s)' Contracts Department by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall alone remain enforceable. The following agreements shall not be valid: a) an agreement that purports to retroactively eliminate or reduce the Employer's statutory or contractual duty to contribute to the Fund(s); b) an agreement that purports to prospectively reduce the contribution rate payable to the Pension Fund or c) an agreement that purports to prospectively eliminate the duty to contribute to the Pension Fund during the stated term of a collective bargaining agreement that has been accepted by the Pension Fund.

7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e. short term employees who work for uncertain or irregular duration) except a casual employee shall not be a Covered Employee with respect to the Health and Welfare Fund if the collective bargaining agreement explicitly excludes casual employees from participation in the Health and Welfare Fund. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).

8. The Employer agrees to remit contributions on behalf of each Covered Employee for any period he/she receives, or is entitled to receive, compensation (regardless of whether the employment relationship is terminated), including show up time pay, overtime pay, holiday pay, disability or illness pay, layoff/severance pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance/arbitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-employed service member or former service member but for his or her absence during a period of uniformed service as defined at 32 C.F.R. §104.3.

9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a delinquency, a) the Employer shall be obligated to pay interest on the monies due to the Fund(s) from the date when payment was due to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), including, but not limited to, attorneys' fees and costs and b) at the option of the Trustees or their delegated representative, the payment of contributions that accrue after the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered workforce on time, the Employer must pay the contributions billed by the Health and Welfare Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.

10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If litigation is required to either obtain access to the Employer's records or to collect additional billings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).

11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement.

12. The Employer acknowledges that it is aware of the Fund(s)' adverse selection rule (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.

13. This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Illinois ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's liability.

14. This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.
IN WITNESS WHEREOF, said Employer and Union have caused this Instrument to be executed by their duly authorized representatives, the day and year first above written.

BUTEYN PETERSON COMPANY

Redacted by U.S. Department of the Treasury

Printed Name and Title

Date

N7337 DAIRYLAND DRIVE

SHEBOYGAN, WI 53083

Complete Address of Employer

920-565-6200 920-565-6203

Telephone Number  Fax Number

39-1956031

Federal Employer Identification Number

If the Employer is signatory to a National or Group Contract, indicate the name of such Contract:

Is the Employer an itinerant construction company working on a project or on a seasonal basis?  Yes _______ No _______
PARTICIPATION AGREEMENT

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND/HEALTH AND WELFARE FUND
9377 WEST HIGGINS ROAD
ROSEMONT, ILLINOIS 60018-4938
PHONE: (847) 518-9800

1196250-0105-00716A

THIS AGREEMENT sets forth the terms under which the Employer will participate in the Central States, Southeast and Southwest Areas Pension Fund ("Pension Fund") and/or the Central States, Southeast and Southwest Areas Health and Welfare Fund ("Health and Welfare Fund") in accordance with its collective bargaining agreement with the Union covering the following job classification(s): ___________ and any other job classification covered by the collective bargaining agreement.

1. The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health and Welfare Fund and all amendments subsequently adopted as well as all rules and regulations presently in effect or subsequently adopted by the Trustees of the Fund(s) and accept the respective Employer and Employee Trustees and their successors.

2. The Employer shall contribute to the Pension Fund for each Covered Employee at the following rates:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>04/01/08</td>
<td>$ 85.00</td>
</tr>
<tr>
<td>04/27/08</td>
<td>$ 91.80</td>
</tr>
<tr>
<td>04/01/09</td>
<td>$ 99.10</td>
</tr>
<tr>
<td>04/01/10</td>
<td>$107.00</td>
</tr>
<tr>
<td>04/01/11</td>
<td>$115.60</td>
</tr>
<tr>
<td>04/01/12</td>
<td>$124.80</td>
</tr>
<tr>
<td>04/01/13</td>
<td>$134.78</td>
</tr>
</tbody>
</table>

3. The Employer shall contribute to the Health and Welfare Fund for each Covered Employee at the following rates:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

4. Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the period when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to either the execution of a new collective bargaining agreement or the termination of this Agreement, shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.

5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer’s obligation to pay contributions shall not terminate until: a) the Trustees decide to terminate the participation of the Employer and provide written notice of their decision to the Employer specifying the date of termination of participation or b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s)’ Contracts Department at the address specified above sent by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute or c) the date the NLRB certifies the result of an election that term ratifies the Union’s representative status or d) the date the Union’s representative status terminates through a valid decertification of interest. In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund. In the event an NLRB election or disclaimer of interest referred to in c) or d) relates to only part of the bargaining unit, this Agreement shall remain in effect with respect to the remainder of the bargaining unit.

6. When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s)’ Contracts Department by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer’s contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall remain enforceable. The following agreements shall not be valid: a) an agreement that purports to retroactively eliminate or reduce the Employer’s statutory or contractual duty to contribute to the Fund(s); b) an agreement that purports to prospectively reduce the contribution payable to the Pension Fund or c) an agreement that purports to prospectively eliminate the fund to contribute to the Pension Fund during the stated term of a collective bargaining agreement that has been accepted by the Pension Fund.

37.10.281
7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e., short-term employees who work for uncertain or irregular duration) except a casual employee shall not be a Covered Employee with respect to the Health and Welfare Fund if the collective bargaining agreement explicitly excludes casual employees from participation in the Health and Welfare Fund. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).

8. The Employer agrees to remit contributions on behalf of each Covered Employee for any period he/she receives, or is entitled to receive, compensation on (regardless of whether the employment relationship is terminated), including show up time pay, overtime pay, holiday pay, disability or illness pay, layoff/severance pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceedings, grievance/arbitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall be made to the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee on a re-employed service member or former service member basis for the absence during a period of unfunded service as defined at 32 C.F.R. §104.3.

9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a delinquency, a) the Employer shall be obligated to pay interest on the money due the Fund(s) from the date when payment was due to the date when the payment is made, together with expenses of collection incurred by the Fund(s), including but not limited to, attorneys' fees and costs and b) at the option of the Trustees or their delegated representative, the payment of the contributions that accrue after the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered workforce on time, the Employer must pay the contributions billed by the Health and Welfare Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.

10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If litigation is required to either obtain access to the Employer's records or to collect additional billing that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).

11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement.

12. The Employer acknowledges that it is aware of the Fund(s)'s adverse selection rule (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.

13. This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Illinois ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's liability.

14. This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.

IN WITNESS WHEREOF, said Employer and Union have caused this Instrument to be executed by their duly authorized representatives.

[Signature]

Redacted by U.S. Department of the Treasury

Date: 2-11-09

5051 Prospect St.
Indianapolis IN 46203

Complete Address of Employer

(317) 350-6385 (317) 350-2175

Telephone Number Fax Number

35-1773157

Federal Employer Identification Number

If the Employer is signatory to a National or Group Contract, indicate the name of such Contract: Heavy Highway Railroad, and Underground Utility Contracting Agreement between Highway, Heavy, and Utility Division - ICA, Inc. and Teamsters Joint Council No. 69

Is the Employer an itinerant construction company working on a project or on a seasonal basis? Yes X No

37.10.282

C:\Documents and Settings\sergey\My Documents\Sergey Tanke\2009\401k俞\Timed Annual1.2

Page 2
PARTICIPATION AGREEMENT

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS
PENSION FUND
HEALTH AND WELFARE FUND
9377 WEST HOGGINS ROAD
ROSEMONT, ILLINOIS 60018-4938
PHONE: (847) 818 9800

THIS AGREEMENT sets forth the terms under which the Employer will participate in the Central States, Southeast and Southwestern Areas Pension Fund ("Pension Fund") and the Central States, Southeast and Southwestern Areas Health and Welfare Fund ("Health and Welfare Fund") in accordance with its collective bargaining agreement with the Union covering the following job classification: _____________.

1. The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health and Welfare Fund and all amendments thereto adopted as well as all rules and regulations presently in effect or subsequently adopted by the Trustees of the Fund(s) and accept the respective Employer and Employees Trustees as their successors.

2. The Employer shall contribute to the Pension Fund for each Covered Employee at the following rates:

   Effective Date: ____________  Rate: ____________
   Effective Date: ____________  Rate: ____________
   Effective Date: ____________  Rate: ____________
   Effective Date: ____________  Rate: ____________
   Effective Date: ____________  Rate: ____________

3. The Employer shall contribute to the Health and Welfare Fund for each Covered Employee at the following rates:

   Effective Date: ____________  Rate: ____________
   Effective Date: ____________  Rate: ____________
   Effective Date: ____________  Rate: ____________
   Effective Date: ____________  Rate: ____________
   Effective Date: ____________  Rate: ____________

4. The contribution rate changes effective from the latest effective date set forth in paragraphs 2 and 3 shall be determined by the Trustees in accordance with the Fund(s) collective bargaining agreement. If the contribution rate is not increased, the Trustees shall notify the Employer of the new contribution rate and the date of its effectiveness. The contribution rate shall be increased if it is determined that the contribution rate is not sufficient to fund the benefits of the Union and the Employer.

5. This Agreement is in effect until terminated by the Pension Fund, Health and Welfare Fund, or by mutual written agreement of the parties. In the event of a termination, the Pension Fund and Health and Welfare Fund shall remain in effect with respect to the then-current employees.

6. When a new collective bargaining agreement is signed or the Union and the Employer agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or memorandum to the Fund(s) with the request that the contributions thereunder be increased to the Pension Fund and the Health and Welfare Fund.

7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement (including any contributions to the Fund(s) and includes casual employees as defined in the respective collective bargaining agreements except as otherwise provided).

37.10.283
The Employer agrees to remit contributions on behalf of each Covered Employee for any period he/she receives or is entitled to receive, compensation (regardless of whether the employment relationship is terminated), including show-up time, overtime, holiday pay, disability or illness pay, layoff, severance pay, vacation pay or the payment of wages which are due and payable. Contributions shall include any employer contributions made by the Employer or the Applicable Collective Bargaining Agreement (including contributions made on behalf of any Covered Employee who is not working due to illness or injury, even if the Covered Employee is not entitled to compensation). The Employer shall pay any contributions and contributions on behalf of any Covered Employee who is a re-employed service member or former service member but for his or her absence during a period of uniformed service as defined in 37 CFR 504 3.

On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee's workforce (including, but not limited to, new hires, layoffs or terminations) which occurred during the prior month.  The Employer shall be obligated to pay interest on all contributions owed for any period in the event of a delinquency.  (a) The Employer shall be obligated to pay interest on all contributions owed for any period in the event of a delinquency. (b) The Employer shall be obligated to pay interest on all contributions owed for any period in the event of a delinquency.  The interest shall be equal to the rate of interest on the Fund(s) at the time of the delinquency.  (c) The interest shall be equal to the rate of interest on the Fund(s) at the time of the delinquency.  The interest shall be equal to the rate of interest on the Fund(s) at the time of the delinquency.

The Trustee shall provide the Employer with access to its payroll records and other pertinent records when requested by the Fund(s).  If mediation is required to obtain access to the Trustee's records or to collect delinquent contributions that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).

The Employer shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance arbitration procedure set forth in any collective bargaining agreement.

The Employer acknowledges that it is aware of the Fund(s) adverse selection rule (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.

This Agreement shall be construed in accordance with the laws of the United States.  In all actions taken by the Trustee to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Employer is subject to the laws of the State of the Employer's primary place of business unless specified otherwise.

This Agreement may not be modified or terminated without the written consent of the Fund(s).  To the extent there exists any conflict between any provisions of this Agreement and any provisions of the collective bargaining agreement, this Agreement shall control.
PARTICIPATION AGREEMENT

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND/HEALTH AND WELFARE FUND
9337 WEST HIGGINS ROAD
ROSEMONT, ILLINOIS 60018-4936
PHONE: (847) 518-9100

THIS AGREEMENT sets forth the terms under which any Employer shall participate in the Central States, Southeast and Southwest Areas Pension Fund ("Pension Fund") and the Central States, Southeast and Southwest Areas Health and Welfare Fund ("Health and Welfare Fund") in accordance with the collective bargaining agreement with the Union covering the following job classifications: [as defined by Local 714 Trade Show Agreement] any other job classification covered by the collective bargaining agreement.

1. The Employer and the Union agree to be bound by the terms of the Agreement(s) of the Pension Fund and the Health and Welfare Fund, as well as the provisions of the Agreement(s) of the Employer and the Union that are incorporated into this Agreement. This Agreement shall be an integral part of the collective bargaining agreement and shall be subject to the terms and conditions of the Agreement(s) of the Pension Fund and the Health and Welfare Fund.

2. The Employer shall contribute to the Pension Fund for each Covered Employee at the following rates:

   - Effective Date: January 1, 2000
   - Rate: $4.95 per hour worked

   - Effective Date: January 1, 2000
   - Rate: $5.20 per hour worked

3. The Employer shall contribute to the Health and Welfare Fund for each Covered Employee at the following rates:

   - Rate: N/A - COVERED UNDER LOCAL 714 HEALTH & WELFARE FUND

4. The Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement except where contributions shall be due during a period when the Union and the Employer mutually agree to extend the Agreement. The Agreement and the Employer's obligation to pay contributions shall terminate at the earlier of:
   a. The date of termination of the Agreement; or
   b. The date of expiration of the Agreement; or
   c. The date on which the Employer and the Union mutually agree to extend the Agreement; or
   d. The date on which the Employer and the Union mutually agree to extend the Agreement and the expiration of the Agreement; or
   e. The date on which the Employer and the Union mutually agree to extend the Agreement and the expiration of the Agreement and the receipt of written notice of termination of the Agreement from the Fund(s); or
   f. The date on which the Employer and the Union mutually agree to extend the Agreement and the expiration of the Agreement and the receipt of written notice of termination of the Agreement from the Fund(s);

5. When a new collective bargaining agreement is signed by the Employer and the Union, the Employer and the Union agree to change the collective bargaining agreement in the Employer's pension program to reflect the new agreement, and the agreement shall remain in effect until the expiration of the new agreement.

6. The Employer's contribution shall be made to the Fund(s) of the Employer as specified in the Agreement(s) of the Fund(s) to which the Employer is a member. The Employer shall notify the Fund(s) of the Employer of the amount of the contribution to be made.

7. For purposes of this Agreement, Covered Employee shall mean any full-time or part-time employee who is covered by a collective bargaining agreement covering contributions to the Fund(s) and includes casual employees, part-time employees, and others employed by the Employer as authorized by the Agreement(s) of the Fund(s). Covered Employee shall not include any pension-covered employees that are employed by the Employer for the principal purpose of obtaining benefits from the Fund(s).

37.10.285
8. The Employer agrees to remit contributions on behalf of each Covered Employee for any period in which he or she is entitled to receive compensation (regardless of whether the employment relationship is terminated), including any unpaid leave (regular or statutory, sick or other), vacation pay or the payment of wages which are due if the collective bargaining agreement states that contributions are required by virtue of employment in the covered occupation. Contributions shall be due on the last day of the pay period, and the contributions shall be made by the Employer to the Fund(s) in accordance with the provisions of this Agreement. Contributions shall be paid to the Fund(s) on behalf of any Covered Employee who is not an Employee or former Employee as defined in the applicable collective bargaining agreement. Contributions shall be paid to the Fund(s) in accordance with the provisions of this Agreement.

9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee's status (including changes in the number of Covered Employees) which occurred during the prior month and must include data indicating the amount of contributions due to the Fund(s) from the date of the change, the dates when payment must be made, and any other information required by the Fund(s). The Employer shall provide to the Trustee, within 90 days, a written report of the amounts paid and the basis for the determination of the amounts paid, and shall provide copies of all documents relating to the amounts paid.

10. The Employer shall provide the Trustee with access to its payroll records and other pertinent records which are necessary to determine the amount of contributions due to the Fund(s) and the dates when payment must be made. The Employer shall pay all amounts due to the Fund(s) within 30 days of the date when payment is due. The Employer shall provide the Trustee with a copy of its payroll records and other pertinent records which are necessary to determine the amount of contributions due to the Fund(s) and the dates when payment must be made.

11. The Trustee shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance arbitration proceeding set forth in any collective bargaining agreement.

12. The Employer acknowledges that it is aware of the Fund(s) adverse collection rule (referred to as Special Bulletin 96-7) and agrees that while the Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse collection rule.

13. The Agreement shall in all respects be construed according to the laws of the United States. Any actions taken by the Trustee to enforce the terms of this Agreement, including actions to collect delayed contributions or to conduct audits, shall be governed by the laws of the state in which the Covered Employee is employed. The Employer agrees to pay all amounts due to the Fund(s) within 30 days of the date when payment is due.

14. This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, the Participation Agreement shall control.

IN WITNESS WHEREOF, the Employer and Union have caused this Instrument to be executed by their duly authorized representatives on the day and year last above written.

[Signature]

Redacted by U.S. Department of the Treasury

[Signature]

Redacted by U.S. Department of the Treasury

RECEIVED
M AR  2 7  2 0 0 7
CONTRACT DEPARTMENT

37.10.286
PARTICIPATION AGREEMENT

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS
PENSION FUND/HEALTH AND WELFARE FUND
9377 WEST HIGGINS ROAD
ROSEONT, ILLINOIS 60018-4938
PHONE: (847) 518-9800

ACCOUNT NUMBER: ________________

THIS AGREEMENT sets forth the terms under which the Employer will participate in the Central States, Southeast and Southwest Areas Pension Fund ("Pension Fund") and/or the Central States, Southeast and Southwest Areas Health and Welfare Fund ("Health and Welfare Fund") in accordance with its collective bargaining agreement with the Union covering the following job classification(s): DUMP TRUCK DRIVERS

and any other job classification covered by the collective bargaining agreement.

1. The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health and Welfare Fund and all amendments subsequently adopted as well as all rules and regulations presently in effect or subsequently adopted by the Trustees of the Fund(s) and accept the respective Employer and Employee Trustees and their successors.

2. The Employer shall contribute to the Pension Fund for each Covered Employee at the following rates:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate:</th>
</tr>
</thead>
<tbody>
<tr>
<td>5/1/2012</td>
<td>$39.90 PER DAY</td>
</tr>
<tr>
<td>5/1/2013</td>
<td>$41.50 PER DAY</td>
</tr>
<tr>
<td>5/1/2014</td>
<td>$43.20 PER DAY</td>
</tr>
</tbody>
</table>

3. The Employer shall contribute to the Health and Welfare Fund for each Covered Employee at the following rates:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

4. Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the periods when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to either the execution of a new collective bargaining agreement or the termination of this Agreement, shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.

5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until a) the Trustees decide to terminate the participation of the Employer and provide written notice of their decision to the Employer specifying the date of termination of participation or b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s) Contracts Department at the address specified above sent by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute or c) the date the NLRB certifies the result of an election that terminates the Union's representative status or d) the date the Union's representative status terminates through a valid disclaimer of interest. In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund. In the event an NLRB election or disclaimer of interest referred to in c) or d) relates to only part of the bargaining unit, this Agreement shall remain in effect with respect to the remainder of the bargaining unit.

-1-

37.10.287
6. When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s)’ Contracts Department by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer’s contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall alone remain enforceable. The following agreements shall not be valid: a) an agreement that purports to retroactively eliminate or reduce the Employer’s statutory or contractual duty to contribute to the Fund(s), b) an agreement that purports to prospectively reduce the contribution rate payable to the Pension Fund or c) an agreement that purports to prospectively eliminate the duty to contribute to the Pension Fund during the stated term of a collective bargaining agreement that has been accepted by the Pension Fund.

7. For purposes of this Agreement, the term “Covered Employee” shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e. short term employees who work for uncertain or irregular duration) except a casual employee shall not be a Covered Employee with respect to the Health and Welfare Fund if the collective bargaining agreement explicitly excludes casual employees from participation in the Health and Welfare Fund. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).

8. The Employer agrees to remit contributions on behalf of each Covered Employee for any period he/she receives, or is entitled to receive, compensation (regardless of whether the employment relationship is terminated), including show up time, overtime pay, holiday pay, disability or illness pay, layoff/severance pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance/arbitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-employed service member or former service member but for his or her absence during a period of uniform service as defined at 32 C.F.R. §104.3.

9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a delinquency, a) the Employer shall be obligated to pay interest on the monies due to the Fund(s) from the date when payment was due to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), including, but not limited to, attorneys’ fees and costs and b) at the option of the Trustees or their delegated representative, the payment of contributions that accrue after the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered workforce on time, the Employer must pay the contributions billed by the Health and Welfare Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.

10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If litigation is required to either obtain access to the Employer’s records or to collect additional billings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys’ fees and costs incurred by the Fund(s).

11. The Trustees shall not be required to submit any dispute concerning the Employer’s obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement.

12. The Employer acknowledges that it is aware of the Fund(s)’ adverse selection rule (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.

13. This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Illinois ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer’s liability.

14. This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.
IN WITNESS WHEREOF, said Employer and Union have caused this Instrument to be executed by their duly authorized representatives, the day and year first above written.

CALNIN & GOSS

Redacted by U.S. Department of the Treasury

Printed Name and Title

11-12-12
Date

505 W EDGEWOOD

APPLETON, WI 54913-9714

Complete Address of Employer

920-733-4229  920-733-4117
Telephone Number  Fax Number

Federal Employer Identification Number

If the Employer is signatory to a National or Group Contract, indicate the name of such Contract:

Is the Employer an itinerant construction company working on a project or on a seasonal basis?  Yes  ______ No  ______

Local Union No.  662

Redacted by U.S. Department of the Treasury

Printed Name and Title

10/18/12
Date

RECEIVED

DEC 10 2012

CONTRACT
DEPARTMENT
PARTICIPATION AGREEMENT
CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS
PENSION FUND/HEALTH AND WELFARE FUND
9377 WEST HIGGINS ROAD
ROSEMONT, ILLINOIS 60018-4938
PHONE: (847) 518-9800
ACCOUNT NUMBER: 1302900-0101-00697A

THIS AGREEMENT sets forth the terms under which the Employer will participate in the Central States, Southeast and Southwest Areas Pension Fund ("Pension Fund") and/or the Central States, Southeast and Southwest Areas Health and Welfare Fund ("Health and Welfare Fund") in accordance with its collective bargaining agreement with the Union covering the following job classification(s):

and any other job classification covered by the collective bargaining agreement.

1. The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health and Welfare Fund and all amendments subsequently adopted as well as all rules and regulations presently in effect or subsequently adopted by the Trustees of the Fund(s) and accept the respective Employer and Employee Trustees and their successors.

2. The Employer shall contribute to the Pension Fund for each Covered Employee at the following rates:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>July 31, 2011</td>
<td>$182.20</td>
</tr>
<tr>
<td>July 29, 2012</td>
<td>$193.10</td>
</tr>
<tr>
<td>August 4, 2013</td>
<td>$200.80</td>
</tr>
</tbody>
</table>

3. The Employer shall contribute to the Health and Welfare Fund for each Covered Employee at the following rates:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>July 31, 2011</td>
<td>$240.70</td>
</tr>
<tr>
<td>July 29, 2012</td>
<td>$258.70*</td>
</tr>
<tr>
<td>August 4, 2013</td>
<td>$273.70*</td>
</tr>
</tbody>
</table>

*Rate to maintain Plan; not to exceed

4. Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the periods when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to either the execution of a new collective bargaining agreement or the termination of this Agreement, shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.

5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until a) the Trustees decide to terminate the participation of the Employer and provide written notice of their decision to the Employer specifying the date of termination of participation or b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the fund(s)' Contracts Department at the address specified above sent by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute or c) the date the NLRB certifies the result of an election that terminates the Union's representative status or d) the date the Union's representative status terminates through a valid disclaimer of interest. In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund. In the event an NLRB election or disclaimer of interest referred to in c) or d) relates to only part of the bargaining unit, this Agreement shall remain in effect with respect to the remainder of the bargaining unit.
6. When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s)' Contracts Department by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall alone remain enforceable. The following agreements shall not be valid: a) an agreement that purports to retroactively eliminate or reduce the Employer's statutory or contractual duty to contribute to the Fund(s); b) an agreement that purports to prospectively reduce the contribution rate payable to the Pension Fund or c) an agreement that purports to prospectively eliminate the duty to contribute to the Pension Fund during the stated term of any collective bargaining agreement that has been accepted by the Pension Fund.

7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e. short term employees who work for uncertain or irregular duration) except a casual employee shall not be a Covered Employee with respect to the Health and Welfare Fund if the collective bargaining agreement explicitly excludes casual employees from participation in the Health and Welfare Fund. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).

8. The Employer agrees to remit contributions on behalf of each Covered Employee for any period he/she receives, or is entitled to receive, compensation (regardless of whether the employment relationship is terminated), including show up time, overtime pay, holiday pay, disability or illness pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance/arbitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-employed service member but for his or her absence during a period of uniformed service as defined at 32 C.F.R. §104.3.

9. On or before the 15th day of each month, the Employer must report to the Fund(s) any changes in the Covered Employee workforce (including, but not limited to new hires, layoffs or terminations) that occur during the prior month and must pay all contributions owed for the prior month. In the event of a delinquency, a) the Employer shall be obligated to pay interest on the monies due to the Fund(s) from the date when payment was due to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), including, but not limited to, attorneys' fees and costs and b) at the option of the Trustees or their delegated representative, the payment of contributions that accrue after the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered workforce on time, the Employer must pay the contributions billed by the Health and Welfare Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.

10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If litigation is required to either obtain access to the Employer's records or to collect additional billings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).

11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement.

12. The Employer acknowledges that it is aware of the Fund(s)' adverse selection rule (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.

13. This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Illinois ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's liability.

14. This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.
IN WITNESS WHEREOF, said Employer and Union have caused this instrument to be executed by their duly authorized representatives, the day and year first above written.

Carenbauer Wholesale Corporation

Employer Name
Redacted by U.S. Department of the Treasury

Local Union No. 597
Redacted by U.S. Department of the Treasury

7/28/2011
Date

1900 Jacobs St.
Wheeling, WV 26003

Complete Address of Employer

304-232-3020
304-232-3630

Telephone Number
Fax Number

55-0123320
Federal Employer Identification Number

If the Employer is signatory to a National or Group Contract, indicate the name of such Contract: N/A

Is the Employer an itinerant construction company working on a project or on a seasonal basis? Yes _____ No X _____
PARTICIPATION AGREEMENT

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS
PENSION FUND/HEALTH AND WELFARE FUND
9377 WEST HIGGINS ROAD
ROSEMONT, ILLINOIS 60018-4938
PHONE: (847) 518-9800

ACCOUNT NUMBER: 1304500-0200-00247A

THIS AGREEMENT sets forth the terms under which the Employer will participate in the Central States, Southeast and Southwest Areas Pension Fund ("Pension Fund") and/or the Central States, Southeast and Southwest Areas Health and Welfare Fund ("Health and Welfare Fund") in accordance with its collective bargaining agreement with the Union covering the following job classification(s):

and any other job classification covered by the collective bargaining agreement.

1. The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health and Welfare Fund and all amendments subsequently adopted as well as all rules and regulations presently in effect or subsequently adopted by the Trustees of the Fund(s) and accept the respective Employer and Employee Trustees and their successors.

2. The Employer shall contribute to the Pension Fund for each Covered Employee at the following rates:
   - Effective Date: 2/1/10
     Rate: $22.40/day - max $112.00/week
   - Effective Date: 6/1/10
     Rate: $24.20/day - max $121.00/week
   - Effective Date: 2/1/11
     Rate: $26.10/day - max $130.05/week
   - Effective Date: 2/1/12
     Rate: $27.70/day - max $138.50/week

3. The Employer shall contribute to the Health and Welfare Fund for each Covered Employee at the following rates:

4. Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the periods when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to either the execution of a new collective bargaining agreement or the termination of this Agreement, shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.

5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until a) the Trustees decide to terminate the participation of the Employer and provide written notice of their decision to the Employer specifying the date of termination of participation or b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s)' Contracts Department at the address specified above sent by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute or c) the date the NLRB certifies the result of an election that terminates the Union's representative status or d) the date the Union's representative status terminates through a valid disclaimer of interest. In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund. In the event an NLRB election or disclaimer of interest referred to in c) or d) relates to only part of the bargaining unit, this Agreement shall remain in effect with respect to the remainder of the bargaining unit.

37.10.293
6. When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s)’ Contracts Department by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer’s contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall alone remain enforceable. The following agreements shall not be valid: a) an agreement that purports to retroactively eliminate or reduce the Employer's statutory or contractual duty to contribute to the Fund(s); b) an agreement that purports to prospectively reduce the contribution rate payable to the Pension Fund or c) an agreement that purports to prospectively eliminate the duty to contribute to the Pension Fund during the stated term of a collective bargaining agreement that has been accepted by the Pension Fund.

7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e. short term employees who work for uncertain or irregular duration) except a casual employee shall not be a Covered Employee with respect to the Health and Welfare Fund if the collective bargaining agreement explicitly excludes casual employees from participation in the Health and Welfare Fund. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the primary purpose of obtaining benefits from the Fund(s).

8. The Employer agrees to remit contributions on behalf of each Covered Employee for any period he/she receives, or is entitled to receive, compensation (regardless of whether the employment relationship is terminated), including show up time pay, overtime pay, holiday pay, disability or illness pay, layoff/severance pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance/arbitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-employed service member or former service member but for his or her absence during a period of uniformed service as defined at 32 C.F.R. § 104.3.

9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a delinquency, a) the Employer shall be obligated to pay interest on the monies due to the Fund(s) from the date when payment was due to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), including, but not limited to, attorneys' fees and costs and b) at the option of the Trustees or their delegated representative, the payment of contributions that accrue after the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered workforce on time, the Employer must pay the contributions billed by the Health and Welfare Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.

10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If litigation is required to either obtain access to the Employer's records or to collect additional amounts that result from the review of the records, all costs incurred by the Fund(s) conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).

11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement.

12. The Employer acknowledges that it is aware of the Fund(s)' adverse selection rule (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.

13. This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Illinois ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's liability.

14. This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.
IN WITNESS WHEREOF, said Employer and Union have caused this Instrument to be executed by their duly authorized representatives, the day and year first above written.

Cartesimo Products, Inc.

Redacted by U.S. Department of the Treasury

Printed Name and Title

1/1/1

Date

29800 W. Eight Mile

Farmington, MI 48024

Complete Address of Employer

248-474-0415 248-474-5199

Telephone Number Fax Number

38-1598514

Federal Employer Identification Number

If the Employer is signatory to a National or Group Contract, indicate the name of such Contract:

____________________________________________

Is the Employer an itinerant construction company working on a project or on a seasonal basis?  Yes _____ No x

RECEIVED

JAN 21 2011

CONTRACT DEPARTMENT
PARTICIIPATION AGREEMENT

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS
PENSION FUND/HEALTH AND WELFARE FUND
9377 WEST HIGGINS ROAD
ROSEMONT, ILLINOIS 60018-4938
PHONE: (847) 518-9800

ACCOUNT NUMBER: 1312915-0100-00247A

THIS AGREEMENT sets forth the terms under which the Employer will participate in the Central States, Southeast and Southwest Areas Pension Fund ("Pension Fund") and/or the Central States, Southeast and Southwest Areas Health and Welfare Fund ("Health and Welfare Fund") in accordance with its collective bargaining agreement with the Union covering the following job classification(s):

and any other job classification covered by the collective bargaining agreement.

1. The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health and Welfare Fund and all amendments subsequently adopted as well as all rules and regulations presently in effect or subsequently adopted by the Trustees of the Fund(s) and accept the respective Employer and Employee Trustees and their successors.

2. The Employer shall contribute to the Pension Fund for each Covered Employee at the following rates:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>4/1/13</td>
<td>$186.20 weekly</td>
</tr>
<tr>
<td>4/1/14</td>
<td>$193.60 weekly</td>
</tr>
<tr>
<td>4/1/15</td>
<td>$201.30 weekly</td>
</tr>
<tr>
<td></td>
<td>Rate</td>
</tr>
</tbody>
</table>

3. The Employer shall contribute to the Health and Welfare Fund for each Covered Employee at the following rates:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Rate</td>
</tr>
<tr>
<td></td>
<td>Rate</td>
</tr>
<tr>
<td></td>
<td>Rate</td>
</tr>
</tbody>
</table>

4. Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the periods when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to either the execution of a new collective bargaining agreement or the termination of this Agreement, shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.

5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until a) the Trustees decide to terminate the participation of the Employer and provide written notice of their decision to the Employer specifying the date of termination of participation or b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s') Contracts Department at the address specified above sent by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute or c) the date the NLRB certifies the result of an election that terminates the Union's representative status or d) the date the Union's representative status terminates through a valid disclaimer of interest. In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund. In the event an NLRB election or disclaimer of interest referred to in c) or d) relates to only part of the bargaining unit, this Agreement shall remain in effect with respect to the remainder of the bargaining unit.

-1-
6. When a new collective bargaining agreement is signed or the Employer and the Union agree to change the
collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s)' Contracts
Department by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which
affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not
be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall alone
remain enforceable. The following agreements shall not be valid: a) an agreement that purports to retroactively eliminate or reduce
the Employer's statutory or contractual duty to contribute to the Fund(s); b) an agreement that purports to prospectively reduce the
contribution rate payable to the Pension Fund or c) an agreement that purports to prospectively eliminate the duty to contribute to
the Pension Fund during the stated term of a collective bargaining agreement that has been accepted by the Pension Fund.

7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee
covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e. short term
employees who work for uncertain or irregular duration) except a casual employee shall not be a Covered Employee with respect to
the Health and Welfare Fund if the collective bargaining agreement explicitly excludes casual employees from participation in the
Health and Welfare Fund. Covered Employee shall not include any person employed in a managerial or supervisory capacity or
directly employed for the principal purpose of obtaining benefits from the Fund(s).

8. The Employer agrees to remit contributions on behalf of each Covered Employee for any period he/she receives,
or is entitled to receive, compensation (regardless of whether the employment relationship is terminated), including show up time
pay, overtime pay, holiday pay, disability or illness pay, layoff/severance pay, vacation pay or the payment of wages which are the
result of any National Labor Relations Board proceeding, grievance/arbitration proceeding or other legal proceeding or settlement.
If the collective bargaining agreement states that contributions shall not be due on newly hired Covered Employees for a specified
waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the
applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee
who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay
any contributions that would have otherwise been paid on any Covered Employee who is a re-employed service member or former
service member but for his absence or absence during a period of uniformed service as defined at 32 C.F.R. §104.3.

9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered
Employee workforce (including, but not limited to new hires, layoffs or terminations) which occurred during the prior month and must
pay all contributions owed for the prior month. In the event of a delinquency, a) the Employer shall be obligated to pay interest on
the monies due to the Fund(s) from the date when payment was due to the date when the payment is made, together with all
expenses of collection incurred by the Fund(s), including, but not limited to, attorneys' fees and costs and b) at the option of the
Trustees or their delegated representative, the payment of contributions that accrue after the Employer has become delinquent shall
be accelerated so that the contributions owed for each calendar month (Sunday through Saturday) shall be due on the following
Monday. If the Employer fails to report changes in the covered workforce on time, the Employer must pay the contributions billed
by the Health and Welfare Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the workforce. The
Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.

10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when
requested by the Fund(s). If litigation is required to either obtain access to the Employer's records or to collect additional billings
that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer
and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).

11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions
to any grievance/arbitration procedure set forth in any collective bargaining agreement.

12. The Employer acknowledges that it is aware of the Fund(s)' adverse selection rule (including Special Bulletin 90-7)
and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates
the adverse selection rule.

13. This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken
by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the
Illinois ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin
to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the
Employer's liability.

14. This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there
exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining
agreement, this Participation Agreement shall control.
IN WITNESS WHEREOF, said Employer and Union have caused this instrument to be executed by their duly authorized representatives, the day and year first above written.

Carmeuse Lime, Inc.

Redacted by U.S. Department of the Treasury

Local Union No. 247

Redacted by U.S. Department of the Treasury

Authorized Name and Title

Date 5-8-2013

11 Stanton Street Pittsburgh, Pennsylvania 15222

Pittsburgh, PA 1522

Complete Address of Employer

(412) 995 5401 (412) 995 5505

Telephone Number Fax Number

Federal Employer Identification Number

If the Employer is signatory to a National or Group Contract, indicate the name of such Contract:

RECEIVED

MAY 10 2013

CONTRACT DEPARTMENT

Is the Employer an itinerant construction company working on a project or on a seasonal basis? Yes  No

37.10.298
PARTICIPATION AGREEMENT

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND/HEALTH AND WELFARE FUND
8377 WEST HIGGINS ROAD
ROSEMONT, ILLINOIS 60018-4938
PHONE: (847) 518-9800

ACCOUNT NUMBER: ________________________________

THIS AGREEMENT sets forth the terms under which the Employer will participate in the Central States, Southeast and Southwest Areas Pension Fund ("Pension Fund") and/or the Central States, Southeast and Southwest Areas Health and Welfare Fund ("Health and Welfare Fund") in accordance with its collective bargaining agreement with the Union covering the following job classification(s): Mechanics and any other job classification covered by the collective bargaining agreement.

1. The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health and Welfare Fund and all amendments subsequently adopted as well as all rules and regulations presently in effect or subsequently adopted by the Trustees of the Fund(s) and accept the respective Employer and Employee Trustees and their successors.

2. The Employer shall contribute to the Pension Fund for each Covered Employee at the following rates:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>5/1/2010</td>
<td>$119.30</td>
</tr>
<tr>
<td>5/1/2011</td>
<td>$126.50</td>
</tr>
<tr>
<td>5/1/2012</td>
<td>$132.60</td>
</tr>
<tr>
<td>5/1/2013</td>
<td>$138.10</td>
</tr>
<tr>
<td>5/1/2014</td>
<td>$143.60</td>
</tr>
</tbody>
</table>

3. The Employer shall contribute to the Health and Welfare Fund for each Covered Employee at the following rates:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

4. Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the period when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to either the execution of a new collective bargaining agreement or the termination of this Agreement, shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.

5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until a) the Trustees decide to terminate the participation of the Employer and provide written notice of their decision to the Employer specifying the date of termination of participation or b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s)' Contracts Department at the address specified above sent by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute or c) the date the NLRB certifies the result of an election that terminates the Union's representative status or d) the date the Union's representative status terminates through a valid disclaimer of interest. In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund. In the event an NLRB election or disclaimer of interest referred to in c) or d) relates to only part of the bargaining unit, this Agreement shall remain in effect with respect to the remainder of the bargaining unit.

37.10.299
6. When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s). A contract that affects the Employee's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph shall not remain enforceable. The following agreements shall not be valid: a) an agreement that purports to retroactively eliminate or reduce contribution rate payable to the Pension Fund or c) an agreement that purports to prospectively eliminate the duty to contribute to the Pension Fund during the stated term of a collective bargaining agreement that has been accepted by the Pension Fund.

7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e., short term employees who work for uncertain or irregular duration) except a casual employee shall not be a Covered Employee with respect to the Health and Welfare Fund if the collective bargaining agreement explicitly excludes casual employees from participation in the Health and Welfare Fund. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).

8. The Employer agrees to remit contributions on behalf of each Covered Employee for any period he/she receives pay, overtime pay, holiday pay, disability or illness pay, layoff/severance pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance/arbitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-employed service member or former service member but for her or his absence during a period of uniformed service as defined at 32 C.F.R. §104.

9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including but not limited to new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a delinquency, a) the Employer shall be obligated to pay interest on the monies due to the Fund(s) from the date when payment was due to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), including but not limited to, attorneys' fees and costs and b) at the option of the Trustees or their delegated representative, the payment of contributions that accrue after the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered workforce on time, the Employer must pay the contributions billed by the Health and Welfare Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.

10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If litigation is required to either obtain access to the Employer's records or to collect additional billing that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).

11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement.

12. The Employer acknowledges that it is aware of the Fund(s) adverse selection rule (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.

13. This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Illinois ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's liability.

14. This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.

-2-
IN WITNESS WHEREOF, said Employer and Union have caused this Instrument to be executed by their duly authorized representatives, the day and year first above written.

Carr Brothers, Inc.

Redacted by U.S. Department of the Treasury

Printed Name and Title

Date
7-2-10

7177 Northfield Rd.
Walton Hills, OH 44146
Complete Address of Employer

440-232-3760
440-786-7757
Telephone Number Fax Number

34-070/190
Federal Employer Identification Number

Local Union No. 964

Redacted by U.S. Department of the Treasury

Printed Name and Title

Date
7-6-2010

If the Employer is signatory to a National or Group Contract, indicate the name of such Contract:

N/A

Is the Employer an itinerant construction company working on a project or on a seasonal basis? Yes No

37.10.301
PARTICIPATION AGREEMENT

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS
PENSION FUND/HEALTH AND WELFARE FUND
9377 WEST HIGGINS ROAD
ROSEMONT, ILLINOIS 60018-4938
PHONE: (847) 518-9800

ACCOUNT NUMBER: 1360800-0105-00135A

THIS AGREEMENT sets forth the terms under which the Employer will participate in the Central States, Southeast and Southwest Areas Pension Fund ("Pension Fund") and/or the Central States, Southeast and Southwest Areas Health and Welfare Fund ("Health and Welfare Fund") in accordance with its collective bargaining agreement with the Union covering the following job classification(s): drivers

and any other job classification covered by the collective bargaining agreement.

1. The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health and Welfare Fund and all amendments subsequently adopted as well as all rules and regulations presently in effect or subsequently adopted by the Trustees of the Fund(s) and accept the respective Employer and Employee Trustees and their successors.

2. The Employer shall contribute to the Pension Fund for each Covered Employee at the following rates:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>03/30/2013</td>
<td>$105.40 per week</td>
</tr>
<tr>
<td>03/30/2014</td>
<td>$109.60 per week</td>
</tr>
<tr>
<td>03/30/2015</td>
<td>$114.00 per week</td>
</tr>
</tbody>
</table>

3. The Employer shall contribute to the Health and Welfare Fund for each Covered Employee at the following rates:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>03/31/2013</td>
<td>$265.70 per week</td>
</tr>
<tr>
<td>03/30/2014</td>
<td>$291.90 per week Not to Exceed Amount</td>
</tr>
<tr>
<td>03/29/2015</td>
<td>$3'0.70 per week Not to Exceed Amount</td>
</tr>
</tbody>
</table>

4. Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the periods when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to the execution of a new collective bargaining agreement or the termination of this Agreement, shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.

5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until a) the Trustees decide to terminate the participation of the Employer and provide written notice of their decision to the Employer specifying the date of termination of participation or b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s)' Contracts Department at the address specified above sent by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute or c) the date the NLRB certifies the result of an election that terminates the Union's representative status or d) the date the Union's representative status terminates through a valid disclaimer of interest. In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement
shall remain in effect with respect to the other Fund. In the event an NLRB election or disclaimer of interest referred to in c) or d)
relates to only part of the bargaining unit, this Agreement shall remain in effect with respect to the remainder of the bargaining unit.

6. When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s)' Contracts Department by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall alone remain enforceable. The following agreements shall not be valid: a) an agreement that purports to retroactively eliminate or reduce the Employer's statutory or contractual duty to contribute to the Fund(s); b) an agreement that purports to prospectively reduce the contribution rate payable to the Pension Fund or c) an agreement that purports to prospectively eliminate the duty to contribute to the Pension Fund during the stated term of a collective bargaining agreement that has been accepted by the Pension Fund.

7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e. short term employees who work for uncertain or irregular duration) except: a casual employee shall not be a Covered Employee with respect to the Health and Welfare Fund if the collective bargaining agreement explicitly excludes casual employees from participation in the Health and Welfare Fund. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).

8. The Employer agrees to remit contributions on behalf of each Covered Employee for any period he/she receives, or is entitled to receive, compensation (regardless of whether the employment relationship is terminated), including show up time pay, overtime pay, holiday pay, disability or illness pay, layoff/severance pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance/arbitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-employed service member or former service member but for his or her absence during a period of uniformed service as defined at 32 C.F.R. §104.3.

9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a delinquency, a) the Employer shall be obligated to pay interest on the monies due to the Fund(s) from the date when payment was due to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), including, but not limited to, attorneys' fees and costs and b) at the option of the Trustees or their delegated representative, the payment of contributions that accrue after the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered workforce on time, the Employer must pay the contributions billed by the Health and Welfare Fund regardless of actual terminations, leaves of absence, layoffs or changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.

10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If litigation is required to either obtain access to the Employer's records or to collect additional billings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).

11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement.

12. The Employer acknowledges that it is aware of the Fund(s)' adverse selection rule (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.

13. This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Illinois ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's liability.

14. This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.
IN WITNESS WHEREOF, said Employer and Union have caused this instrument to be executed by their duly authorized representatives, the day and year first above written.

Cash Concrete Products

Redacted by U.S. Department of the Treasury

Date 03/30/2013

1541 So. County Road 450 East
Greencastle, Indiana 46135
Complete Address of Employer

765-653-6533  765-653-4007
Telephone Number  Fax Number

Local Union No. 135

Redacted by U.S. Department of the Treasury

Date 4/10/13

RECEIVED

MAY 10 2013

CONTRACT DEPARTMENT

If the Employer is signatory to a National or Group Contract, indicate the name of such Contract:

Is the Employer an itinerant construction company working on a project or on a seasonal basis? Yes  No XX
PARTICIPATION AGREEMENT

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND/HEALTH AND WELFARE FUND
9377 WEST HIGGINS ROAD
ROSEMONT, ILLINOIS 60018-4938
PHONE: (847) 518-9800

ACCOUNT NUMBER: 

This Agreement sets forth the terms under which the Employer will participate in the Central States, Southeast and Southwest Areas Pension Fund ("Pension Fund") and/or the Central States, Southeast and Southwest Areas Health and Welfare Fund ("Health and Welfare Fund") in accordance with its collective bargaining agreement with the Union covering the following job classification(s): Parts Unit.

and any other job classification covered by the collective bargaining agreement.

1. The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health and Welfare Fund and all amendments subsequently adopted as well as all rules and regulations presently in effect or subsequently adopted by the Trustees of the Fund(s) and accept the respective Employer and Employee Trustees and their successors.

2. The Employer shall contribute to the Pension Fund for each Covered Employee at the following rates:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>12/01/2013</td>
<td>$138.10 per wk</td>
</tr>
<tr>
<td>12/01/2014</td>
<td>$143.60 per wk</td>
</tr>
<tr>
<td>12/01/2015</td>
<td>$149.30 per wk</td>
</tr>
</tbody>
</table>

3. The Employer shall contribute to the Health and Welfare Fund for each Covered Employee at the following rates:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>09/01/2013</td>
<td>$276.50 per wk</td>
</tr>
<tr>
<td>09/01/2014</td>
<td>$303.70 per wk</td>
</tr>
<tr>
<td>09/01/2015</td>
<td>$333.70 per wk</td>
</tr>
</tbody>
</table>

4. Contribution rate changes effective in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the periods when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to the execution of a new collective bargaining agreement or the termination of this Agreement, shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.

5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until (a) the Trustees decide to terminate the participation of the Employer and provide written notice of their decision to the Employer specifying the date of termination of participation or (b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s), and the Fund(s) have received a written notice directed to the Fund(s) Contracts Department at the address specified above sent by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute or (c) the date the NLRB certifies the results of an election that terminates the Union's representative status or (d) the date the Union's representative status terminates through a valid disclaimer of interest. In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in (a) or (b) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund. In the event of an NLRB election or disclaimer of interest referred to in (c) or (d) relates to only part of the bargaining unit, this Agreement shall remain in effect with respect to the remainder of the bargaining unit.

-1-
6. When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s) Contracts Department by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall alone remain enforceable. The following agreements shall not be valid: a) an agreement that purports to retroactively eliminate or reduce the Employer's statutory or contractual duty to contribute to the Fund(s); b) an agreement that purports to prospectively reduce the contribution rate payable to the Pension Fund or c) an agreement that purports to prospectively eliminate the duty to contribute to the Pension Fund during the stated term of a collective bargaining agreement that has been accepted by the Pension Fund.

7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e. short term employees who work for uncertain or irregular duration) exempt casual employee shall not be a Covered Employee with respect to the Health and Welfare Fund if the collective bargaining agreement explicitly excludes casual employees from participation in the Health and Welfare Fund. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).

8. The Employer agrees to remit contributions on behalf of each Covered Employee for any period he/she receives, or is entitled to receive, compensation (regardless of whether the employment relationship is terminated), including show up time pay, overtime pay, holiday pay, disability or illness pay, layoff/severance pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance/arbitration proceeding or any legal proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due on newly hired Covered Employee(s) for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-employed service member or former service member but for his or her absence during a period of uniformed service as defined at 32 C.F.R. §104.3.

9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to, new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a delinquency, a) the Employer shall be obligated to pay interest on the monies due to the Fund(s) from the date when payment was due to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), including, but not limited to, attorneys' fees and costs and b) at the option of the Trustees or their delegated representative, the payment of contributions that accrue after the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered workforce on time, the Employer must pay the contributions billed by the Health and Welfare Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.

10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If litigation is required to either obtain access to the Employer's records or to collect additional billings that result from the review of the records, all costs incurred by the Fund(s) in conducting this review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).

11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement.

12. The Employer acknowledges that it is aware of the Fund(s') adverse selection rule (including Special Bulletin 90-7) and agree that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.

13. This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Illinois ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's liability.

14. This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.
IN WITNESS WHEREOF, said Employer and Union have caused this Instrument to be executed by their duly authorized representatives, the day and year first above written.

St Clair - Madison Automobile Dealers

Parts Unit

Employer Name: Redacted by U.S. Department of the Treasury

Local Union No.: Teamsters Local Union 50

Redacted by U.S. Department of the Treasury

4-21-14
Date

314-746-4180
Telephone Number

4-16-14
Date

314-746-4180
Telephone Number

4-16-14
Date

RECEIVED
MAY 07 2014

CONTRACT COMMITMENT
PARTICIPATION AGREEMENT

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS
PENSION FUND/HEALTH AND WELFARE FUND
9377 WEST HIGGINS ROAD
ROSEMONT, ILLINOIS 60018-4938
PHONE: (847) 518-9800

ACCOUNT NUMBER: 1365300-1104-449A

THIS AGREEMENT sets forth the terms under which the Employer will participate in the Central States, Southeast and Southwest Areas Pension Fund ("Pension Fund") and/or the Central States, Southeast and Southwest Areas Health and Welfare Fund ("Health and Welfare Fund") in accordance with its collective bargaining agreement with the Union covering the following job classification(s):

and any other job classification covered by the collective bargaining agreement.

1. The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health and Welfare Fund and all amendments subsequently adopted as well as all rules and regulations presently in effect or subsequently adopted by the Trustees of the Fund(s) and accept the respective Employer and Employee Trustees and their successors.

2. The Employer shall contribute to the Pension Fund for each Covered Employee at the following rates:

   Effective Date: 07/28/08                  Rate: $54.40 includes $1.20 401H

   Effective Date: _______________________ Rate: Will follow National

   Effective Date: _______________________ Rate: Automobile Transporters

   Effective Date: _______________________ Rate: Agreement once ratified

3. The Employer shall contribute to the Health and Welfare Fund for each Covered Employee at the following rates:

   Effective Date: _______________________ Rate: ______________________

   Effective Date: _______________________ Rate: ______________________

   Effective Date: _______________________ Rate: ______________________

   Effective Date: _______________________ Rate: ______________________

4. Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the periods when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to either the execution of a new collective bargaining agreement or the termination of this Agreement, shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.

5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until: a) the Trustees decide to terminate the participation of the Employer and provide written notice of their decision to the Employer specifying the date of termination of participation o b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s) Contracts Department at the address specified above sent by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute or c) the date the NLRB certifies the result of an election that terminates the Union's representative status or d) the date the Union's representative status terminates through a valid disclaimer of interest. In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund. In the event an NLRB election or disclaimer of interest referred to in c) or d) relates to only part of the bargaining unit, this Agreement shall remain in effect with respect to the remainder of the bargaining unit.

37.10.308
6. When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s)' Contracts Department by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) that have been submitted to the Fund(s) shall alone remain enforceable. The following agreements shall not be valid: (a) an agreement that purports to retroactively eliminate or reduce the Employer's statutory or contractual duty to contribute to the Fund(s); (b) an agreement that purports to prospectively reduce the contribution rate payable to the Pension Fund or (c) an agreement that purports to prospectively eliminate the duty to contribute to the Pension Fund during the stated term of a collective bargaining agreement that has been accepted by the Pension Fund.

7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e. short term employees who work for uncertain or irregular duration) except a casual employee shall not be a Covered Employee with respect to the Health and Welfare Fund if the collective bargaining agreement explicitly excludes casual employees from participation in the Health and Welfare Fund. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).

8. The Employer agrees to remit contributions on behalf of each Covered Employee for any period he/she receives or is entitled to receive: compensation (regardless of whether the employment relationship is terminated), including show up time, overtime pay, holiday pay, disability or illness pay, layoff/severance pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance/arbitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-employed service member or former service member but for his or her absence during a period of uniformed service as defined at 32 C.F.R. §1043.

9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a delinquency, (a) the Employer shall be obligated to pay interest on the monies due to the Fund(s) from the date when payment was due to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), including, but not limited to, attorneys' fees and costs and (b) at the option of the Trustees or their delegated representative, the payment of contributions that accrue after the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered workforce on time, the Employer must pay the contributions billed by the Health and Welfare Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.

10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If litigation is required to either obtain access to the Employer's records or to collect additional billings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).

11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement.

12. The Employer acknowledges that it is aware of the Fund(s)' adverse selection rule (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.

13. This Agreement shall be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Illinois ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's liability.

14. This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.
IN WITNESS WHEREOF, said Employer and Union have caused this instrument to be executed by their duly authorized representatives, the day and year first above written.

Cassens Transport

Redacted by U.S. Department of the Treasury

Printed Name and Title

9-25-08

Date

145 North Kansas St.

Edwardsville IL 62025

Complete Address of Employer

618-696-3006 618-692-7316

Telephone Number Fax Number

37-02-0915

Federal Employer Identification Number

If the Employer is signatory to a National or Group Contract, indicate the name of such Contract:

Is the Employer an itinerant construction company working on a project or on a seasonal basis? Yes ______ No ______

Local Union No 449

Redacted by U.S. Department of the Treasury

Printed Name and Title

September 22, 2008

Date

RECEIVED

OCT - 3 2008

CONTRACT DEPARTMENT
PARTICIPATION AGREEMENT

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS
PENSION FUND/HEALTH AND WELFARE FUND
9377 WEST HIGGINS ROAD
ROSEMONT, ILLINOIS 60018-4838
PHONE: (847) 518-9800

ACCOUNT NUMBER: ____________________________

THIS AGREEMENT sets forth the terms under which the Employer will participate in the Central States, Southeast and Southwest Areas Pension Fund ("Pension Fund") and/or the Central States, Southeast and Southwest Areas Health and Welfare Fund ("Health and Welfare Fund") in accordance with its collective bargaining agreement with the Union covering the following job classification(s):

______________________________

and any other job classification covered by the collective bargaining agreement.

1. The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health and Welfare Fund and all amendments subsequently adopted as well as all rules and regulations presently in effect or subsequently adopted by the Trustees of the Fund(s) and accept the respective Employer and Employee Trustees and their successors.

2. The Employer shall contribute to the Pension Fund for each Covered Employee at the following rates:

   Effective Date: June 27, 2010  Rate: $5.20

   Effective Date: ____________________________  Rate: ____________________________
   Effective Date: ____________________________  Rate: ____________________________
   Effective Date: ____________________________  Rate: ____________________________
   Effective Date: ____________________________  Rate: ____________________________
   Effective Date: ____________________________  Rate: ____________________________

3. The Employer shall contribute to the Health and Welfare Fund for each Covered Employee at the following rates:

   Effective Date: June 27, 2010  Rate: $8.04

   Effective Date: ____________________________  Rate: ____________________________
   Effective Date: ____________________________  Rate: ____________________________
   Effective Date: ____________________________  Rate: ____________________________
   Effective Date: ____________________________  Rate: ____________________________
   Effective Date: ____________________________  Rate: ____________________________

4. Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the periods when a new collective bargaining agreement is being negotiated. In the absence of an Interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to either the execution of a new collective bargaining agreement or the termination of this Agreement, shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.

5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until a) the Trustees decide to terminate the participation of the Employer and provide written notice of their decision to the Employer specifying the date of termination of participation or b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s) Contracts Department at the address specified above sent by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute or c) the date the NLRB certifies the result of an election that terminates the Union's representative status or d) the date the Union's representative status terminates through a valid disclaimer of interest. In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund. In the event an NLRB election or disclaimer of interest referred to in c) or d) relates to only part of the bargaining unit, this Agreement shall remain in effect with respect to the remainder of the bargaining unit.
6. When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s)' Contracts Department by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall alone remain enforceable. The following agreements shall not be valid: a) an agreement that purports to retroactively eliminate or reduce the Employer's statutory or contractual duty to contribute to the Fund(s); b) an agreement that purports to prospectively reduce the contribution rate payable to the Pension Fund or c) an agreement that purports to prospectively eliminate the duty to contribute to the Pension Fund during the stated term of a collective bargaining agreement that has been accepted by the Pension Fund.

7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e. short term employees who work for uncertain or irregular duration) except a casual employee shall not be a Covered Employee with respect to the Health and Welfare Fund if the collective bargaining agreement explicitly excludes casual employees from participation in the Health and Welfare Fund. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).

8. The Employer agrees to remit contributions on behalf of each Covered Employee for any period he/she receives, or is entitled to receive, compensation (regardless of whether the employment relationship is terminated), including show up time pay, overtime pay, holiday pay, disability or illness pay, layoff/severance pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance/arbitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-employed service member or former service member but for his or her absence during a period of uniformed service as defined at 32 C.F.R. §104.3.

9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a delinquency, a) the Employer shall be obligated to pay interest on the monies due to the Fund(s) from the date when payment was due to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), including, but not limited to, attorneys' fees and costs and b) at the option of the Trustees or their delegated representative, the payment of contributions that accrue after the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered workforce on time, the Employer must pay the contributions billed by the Health and Welfare Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.

10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If litigation is required to obtain access to the Employer's records or to collect additional billings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).

11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement.

12. The Employer acknowledges that it is aware of the Fund(s)' adverse selection rule (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.

13. This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Illinois ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's liability.

14. This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.
IN WITNESS WHEREOF, said Employer and Union have caused this Instrument to be executed by their duly authorized representatives, the day and year first above written.

Redacted by U.S. Department of the Treasury

Local Union No. 697

Printed Name and Title

Redacted by U.S. Department of the Treasury

Printed Name and Title

8/30/2010
Date

2214 Washington Road

Canonsburg, PA 15317
Complete Address of Employer

724-745-6430 724-745-7778
Telephone Number Fax Number

25-1428005
Federal Employer Identification Number

If the Employer is signatory to a National or Group Contract, indicate the name of such Contract:
Ohio Valley Construction Employers Council Inc.

Is the Employer an itinerant construction company working on a project or on a seasonal basis? Yes ☒ No

SEP 07 2010

CONTRACT DEPARTMENT
PARTICIPATION AGREEMENT

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS
PENSION FUND/HEALTH AND WELFARE FUND
9377 WEST HIGGINS ROAD
ROSEMONT, ILLINOIS 60018-4938
PHONE: (847) 518-9800

ACCOUNT NUMBER: 1385500-6100-00120 (Columbus)

THIS AGREEMENT sets forth the terms under which the Employer will participate in the Central States, Southeast and Southwest Areas Pension Fund ("Pension Fund") and/or the Central States, Southeast and Southwest Areas Health and Welfare Fund ("Health and Welfare Fund") in accordance with its collective bargaining agreement with the Union covering the following job classification(s): Drivers

and any other job classification covered by the collective bargaining agreement.

1. The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health and Welfare Fund and all amendments subsequently adopted as well as all rules and regulations presently in effect or subsequently adopted by the Trustees of the Fund(s) and accept the respective Employer and Employee Trustees and their successors.

2. The Employer shall contribute to the Pension Fund for each Covered Employee at the following rates:

<table>
<thead>
<tr>
<th>Effective Date:</th>
<th>Rate:</th>
</tr>
</thead>
<tbody>
<tr>
<td>07/01/2011</td>
<td>$20.00/day</td>
</tr>
<tr>
<td>08/01/2012</td>
<td>$21.50/day</td>
</tr>
<tr>
<td>08/01/2013</td>
<td>$22.50/day</td>
</tr>
<tr>
<td>08/01/2014</td>
<td>$24.30/day</td>
</tr>
</tbody>
</table>

3. The Employer shall contribute to the Health and Welfare Fund for each Covered Employee at the following rates:

<table>
<thead>
<tr>
<th>Effective Date:</th>
<th>Rate:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

4. Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the periods when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to either the execution of a new collective bargaining agreement or the termination of this Agreement, shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.

5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until a) the Trustees decide to terminate the participation of the Employer and provide written notice of their decision to the Employer specifying the date of termination of participation or b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s)' Contracts Department at the address specified above sent by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute or c) the date the NLRB certifies the result of an election that terminates the Union's representative status or d) the date the Union's representative status terminates through a valid disclaimer of interest. In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund. In the event an NLRB election or disclaimer of interest referred to in c) or d) relates to only part of the bargaining unit, this Agreement shall remain in effect with respect to the remainder of the bargaining unit.

-1-

37.10.314
6. When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s)' Contracts Department by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall alone remain enforceable. The following agreements shall not be valid: a) an agreement that purports to retroactively eliminate or reduce the Employer's statutory or contractual duty to contribute to the Fund(s); b) an agreement that purports to prospectively reduce the contribution rate payable to the Pension Fund or c) an agreement that purports to prospectively eliminate the duty to contribute to the Pension Fund during the stated term of a collective bargaining agreement that has been accepted by the Pension Fund.

7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e. short term employees who work for uncertain or irregular duration) except a casual employee shall not be a Covered Employee with respect to the Health and Welfare Fund if the collective bargaining agreement explicitly excludes casual employees from participation in the Health and Welfare Fund. Covered Employees shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).

8. The Employer agrees to remit contributions on behalf of each Covered Employee for any period he/she receives, or is entitled to receive, compensation (regardless of whether the employment relationship is terminated), including sick leave, vacation leave, holiday leave, disability or illness pay, layoffs, furloughs, severance pay, or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance/arbitration proceeding or other legal proceeding or settlement. The Employer agrees that contributions shall be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period for any Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would otherwise have been paid on any Covered Employee who is a re-employed service member or former service member for his or her absence during a period of uniformed service as defined at 32 C.F.R. §104.3.

9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a contingency, the Employer shall be obligated to pay interest on the monies due to the Fund(s) from the date when payment was due to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), including, but not limited to, attorneys' fees and costs and b) at the option of the Trustees or their delegated representative, the payment of contributions that accrue after the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered workforce on time, the Employer must pay the contributions billed by the Health and Welfare Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.

10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If litigation is required to either obtain access to the Employer's records or to collect additional billings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).

11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement.

12. The Employer acknowledges that it is aware of the Fund(s)' adverse selection rule (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.

13. This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Illinois ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's liability.

14. This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.
IN WITNESS WHEREOF, said Employer and Union have caused this Instrument to be executed by their duly authorized representatives, the day and year first above written.

CEMSTONE PRODUCTS COMPANY

Redacted by U.S. Department of the Treasury

Local Union No. 120

Redacted by U.S. Department of the Treasury

Date

2655 Center Pointe Blvd

Mendota Heights, MN 55120

Complete Address of Employer

651-688-2323 651-688-0154

Telephone Number Fax Number

41-018285D

Federal Employer Identification Number

If the Employer is signatory to a National or Group Contract, indicate the name of such Contract:

Is the Employer an itinerant construction company working on a project or on a seasonal basis? Yes No X
**PARTICIPATION AGREEMENT**

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND/HEALTH AND WELFARE FUND

9277 WEST HIGGINS ROAD

ROSEMONT, ILLINOIS 60018-4838

PHONE: (847) 518-9300

**EMPLOYER TRUSTEES**

ERICK D. GADE

BARRY LAMAR

GEORGE A. WEBBER

DANIEL J. WOOG

PHILIP L. MEYERS

**EMPLOYER TRUSTEES**

HOWARD R. MCADOO

JIM PETERSON

ANTHONY D. BOUNTY, JR.

TOM R. STURGEON

GARY L. HALL

CHRISTOPHER E. ALEXANDER

**EXECUTIVE DIRECTOR**

THOMAS C. KINNE

THIS AGREEMENT sets forth the terms under which the Employer will participate in the Central States, Southeast and Southwest Areas Pension Fund ("Pension Fund") and/or the Central States, Southeast and Southwest Areas Health and Welfare Fund ("Health and Welfare Fund") in accordance with its collective bargaining agreement with the Union covering the following job classifications:

| Drivere |

1. The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health and Welfare Fund and all amendments subsequently adopted as well as all rules and regulations presently in effect or subsequently adopted by the Trustees of the Fund(s) and accept the respective Employer and Employee Trustees and their successors.

2. The Employer shall contribute to the Pension Fund for each Covered Employee at the following rates:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>5/1/2010</td>
<td>36.00 per day</td>
</tr>
<tr>
<td>5/1/2011</td>
<td>38.20 per day</td>
</tr>
</tbody>
</table>

3. The Employer shall contribute to the Health and Welfare Fund for each Covered Employee at the following rates:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>5/1/2010</td>
<td>9.05 per hour</td>
</tr>
<tr>
<td>5/1/2011</td>
<td>9.05 per hour</td>
</tr>
</tbody>
</table>

4. Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the periods when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid for the termination of a collective bargaining agreement and prior to rejection of the new collective bargaining agreement or the termination of this Agreement, shall be the rate in effect on the last day of the terminated collective bargaining agreement. The Trustees reserve the right to reduce benefit levels if the contribution rate is less than the published rate for the applicable benefit plan or class.

5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement except that no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until (a) a collective agreement is signed by the Employer and the Union and the Employer agree to be bound by the terms of the agreement; (b) the Fund(s) have been notified in writing of the decision of the Employer and the Union to terminate the agreement; (c) the Fund(s) have received the required notices and the Trustee(s) have made the necessary adjustments to the Fund(s); (d) the date the NLRB certifies the result of an election that terminates the Union's right to participate in the Fund(s); (e) the date of the termination of the Collective Bargaining Agreement or (f) the date the Employer is no longer obligated to contribute to the Fund(s) and the Employer has notified the Trustees in writing of the decision to terminate participation.

6. When a new collective bargaining agreement is signed by the Employer and the Union to change the collective bargaining agreement, the Employer shall promptly submit a new agreement or modification to the Fund(s) and the Employer's obligations shall be in effect immediately. Any agreement or understanding which affects contributions to the Fund(s) is subject to the conditions and requirements set forth in the agreement. Any agreement which affects contributions to the Fund(s) shall be in accordance with the terms of this Agreement. Any agreement which affects contributions to the Fund(s) shall be subject to the approval of the Trustees and/or the Board of Trustees.

For purposes of this Agreement, the term "Covered Employee" means any full-time or part-time employee covered by a collective bargaining agreement (excluding contributions to the Fund(s) and any non-employees (i.e., short-term employees who work for an uncertain or irregular duration) except as otherwise provided by the Union and the Employer with respect to the Health and Welfare Fund). If the collective bargaining agreement expressly excludes casual employees from participation in the Health and Welfare Fund, Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).
8. The Employer agrees to remit contributions on behalf of each Covered Employee for any period in which the employee is entitled to receive compensation regardless of whether the employment relationship is terminated, including show up time, overtime pay, holiday pay, disability, illness, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance/arbitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due on newly hired Covered Employees for a specified period or of the waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-employed service member or former service member but for his or her absence during a period of uniformed service as defined at 32 C.F.R. §104.3.

9. On or before the 15th day of each month, the Employer must report to the Trustee any contributions owed to the Fund(s) in accordance with the Covered Employee's contributions accounts, including, but not limited to the dates of contributions paid, the amount contributed and the reasons for any late payments. In the event of a default by the Employer, the Trustee may seek legal action to enforce the Employer's obligations. If the Employer fails to make the required contributions, the Trustee may seek legal action to compel the Employer to make the outstanding contributions.

10. The Employer shall provide the Trustees with access to its payroll records or other pertinent records to verify the accuracy of the contributions owed. The Employer shall also provide the Trustees with any information necessary to verify the accuracy of the contributions owed. If the Employer fails to provide the requested information, the Trustee may seek legal action to compel the Employer to provide the requested information.

11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement.

12. The Employer acknowledges that it is aware of the Fund(s)' adverse selection rule (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.

13. This Agreement shall be in all respects subject to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Illinois ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's liability.

14. This Agreement may be modified or terminated only with the consent of the Employer and the Trustee. The consent of the Employer and the Trustee shall be required to modify or terminate this Agreement.

IN WITNESS WHEREOF, the Employer and the Trustee have caused this Instrument to be executed by their duly authorized representatives, the day and year first above written.

Central Illinois Tile Co.  
Redacted by U.S. Department of the Treasury  
Printed Name and Title:  
Date: 8/19/10  
PO Box 39955  
Champaign, IL 61826  
Complete Address of Employer  
Telephone Number: 217-359-7445  
Fax Number: 217-359-9683  
Federal Employer Identification Number: 31-0987445  

REGENT  
SEP 20 2010  
CONTRACT DEPARTMENT  

Articles of Construction

Is the Employer an independent contractor or on a seasonal basis? Yes X No
PARTICIPATION AGREEMENT

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND
9377 WEST HIGGINS ROAD
ROSEMONT, ILLINOIS 60018-4038
PHONE: (647) 518-5800

THIS AGREEMENT sets forth the terms under which the Employer will participate in the Central States, Southeast and Southwest Areas Pension Fund ("Pension Fund") and/or the Central States, Southeast and Southwest Areas Health and Welfare Fund ("Health and Welfare Fund") in accordance with its collective bargaining agreement with the Union covering the job classification(s) of:

1. The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health and Welfare Fund, all rules and regulations presently in effect or subsequently adopted by the Trustees of the Fund(s) and accept the respective Employer and Employee Trustees and their successors.

2. The Employer shall contribute to the Pension Fund per week/day/hour (choose one) (the "Contribution Period") for each Covered Employee at the following rates:

   Effective Date: 4-1-2008
   Effective Date: 4-1-2009
   Effective Date: 4-1-2010
   Effective Date: 4-1-2011
   Effective Date: 4-1-2012
   Effective Date: 4-1-2013
   Rate: $1.80
   Rate: $1.89
   Rate: $2.07
   Rate: $1.15
   Rate: $1.24
   Rate: $1.34

3. The Employer shall contribute to the Health and Welfare Fund per week (the "Contribution Period") for each Covered Employee at the following rates:

   Effective Date:  
   Effective Date:  
   Effective Date:  
   Effective Date:  
   Effective Date:  
   Effective Date:  
   Rate:  
   Rate:  
   Rate:  
   Rate:  
   Rate:  
   Rate:  

4. Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the periods when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to either the execution of a new collective bargaining agreement or the termination of this Agreement, shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.

5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement and during a strike except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until after a) the Trustees decide to terminate the Agreement and provide written notice of their decision to the Employer or b) the Employer has received a written notice directed to the Fund(s) and the Fund(s) and the Employer(s) have received a written notice directed to the Fund(s). Contracts Department at the address specified above sent by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute. In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund.

6. When a new collective bargaining agreement is signed by the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s) Contracts Department by certified mail with return receipt requested at the address specified above. Any agreement or modification which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees or any person employed by the Employer for the purpose of obtaining benefits from the Fund(s).

7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e. short-term employees who work for uncertain or irregular duration) unless the collective bargaining agreement explicitly excludes contributions on casual employees. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed by the principal purpose of obtaining benefits from the Fund(s).
8. The Employer agrees to remit contributions on behalf of each Covered Employee who receives, or is entitled to receive, compensation for any part of the Contribution Period (regardless of whether the employment relationship is terminated); including: show up time, pay, overtime pay, holiday pay, disability or illness pay, lay-off severance pay, vacation pay or any other changes which are the result of any National Labor Relations Board proceeding, grievance/arbitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-employed service member or former service member but for his or her absence during a period of uniformed services as defined at 10 C.F.R. §104.3.

9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a delinquency, in the event of a delinquency, a) the Employer shall be obligated to pay interest on the monthly funds due to the Fund(s) from the date the money was due, to the date when the payment is made, together with all interest or collection incurred by the Fund(s), including, but not limited to, attorneys' fees and costs and b) at the option of the Trustees or their delegated representative, the payment of contributions that accrue after the delinquency shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the workforce in time, the Employer shall pay the contributions billed by the Health and Welfare Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.

10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If the employer is required to provide access to the Employer's records, or to collect additional information, the report of the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).

11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance/mediation procedure set forth in any collective bargaining agreement. To the extent there exists any reference to any provision of the Collective Agreement, any provisions of this collective bargaining agreement, this Participation Agreement shall control.

12. The Trustee acknowledges that it is aware of the Fund(s)'s dispute resolution rules (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement that violates the dispute resolution rules.

13. This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Illinois law governs. The statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any contributions withheld and paid until such time the Fund(s) receive written notice of the existence of the Employer's liability.

14. This Agreement may not be orally modified or terminated.

IN WITNESS WHEREOF, said Employer and Union have caused this instrument to be executed by their duly authorized representatives, the day and year first above written.

Central Illinois Tile Co.

Completed By: U.S. Department of the Treasury

Central Illinois Tile Co.

P.O. Box 3755

CHAMPAIGN, ILLINOIS 61826-3755

Complete Address of Employer

317 354-9445

Telephone Number

317-048-7445

Federal Employer Number

Is the Employer an itinerant construction company working on a project basis? Yes ___ No ___

If the Employer is signatory to a National or Group Contract: indicate the name of such Contract:

Highway, Heavy Underground Utility

Redacted by U.S. Department of the Treasury

RECEIVED

APR 27, 2009

CONTRACT DEPARTMENT
PARTICIPATION AGREEMENT

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS
PENSION FUND/HEALTH AND WELFARE FUND
9377 WEST HIGGINS ROAD
ROSEMONT, ILLINOIS 60018-4938
PHONE: (847) 518-9800

ACCOUNT NUMBER: ____________________________

RECEIVED
JUL 28 2014

This Agreement sets forth the terms under which the Employer will participate in the Central States, Southeast and Southwest Areas Pension Fund ("Pension Fund") and/or the Central States, Southeast and Southwest Areas Health and Welfare Fund ("Health and Welfare Fund") in accordance with its collective bargaining agreement with the Union covering the following job classification(s): drivers

and any other job classification covered by the collective bargaining agreement.

1. The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health and Welfare Fund and all amendments subsequently adopted as well as all rules and regulations presently in effect or subsequently adopted by the Trustees of the Fund(s) and accept the respective Employer and Employee Trustees and their successors.

2. The Employer shall contribute to the Pension Fund for each Covered Employee at the following rates:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>04/01/14</td>
<td>$142.90 PER WEEK</td>
</tr>
<tr>
<td>04/01/15</td>
<td>$151.50 PER WEEK</td>
</tr>
<tr>
<td>04/01/16</td>
<td>$157.60 PER WEEK</td>
</tr>
</tbody>
</table>

3. The Employer shall contribute to the Health and Welfare Fund for each Covered Employee at the following rates:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

4. Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the periods when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to either the execution of a new collective bargaining agreement or the termination of this Agreement, shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.

5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until: a) the Trustees decide to terminate the participation of the Employer and provide written notice of their decision to the Employer specifying the date of termination of participation or b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s) Contracts Department at the address specified above sent by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute or c) the date the NLRB certifies the result of an election that terminates the Union's representative status or d) the date the Union's representative status terminates through a valid disclaimer of interest. In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund. In the event an NLRB election or disclaimer of interest referred to in c) or d) relates to only part of the bargaining unit, this Agreement shall remain in effect with respect to the remainder of the bargaining unit.
6. When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s)' Contracts Department by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall alone remain enforceable. The following agreements shall not be valid: a) an agreement that purports to retroactively eliminate or reduce the Employer's statutory or contractual duty to contribute to the Fund(s); b) an agreement that purports to prospectively reduce the contribution rate payable to the Pension Fund or c) an agreement that purports to prospectively eliminate the duty to contribute to the Pension Fund during the stated term of a collective bargaining agreement that has been accepted by the Pension Fund.

7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e. short term employees who work for uncertain or irregular duration) except a casual employee shall not be a Covered Employee with respect to the Health and Welfare Fund If the collective bargaining agreement explicitly excludes casual employees from participation in the Health and Welfare Fund. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).

8. The Employer agrees to remit contributions on behalf of each Covered Employee for any period he/she receives, or is entitled to receive, compensation (regardless of whether the employment relationship is terminated), including show up time, overtime pay, holiday pay, disability or illness pay, layoff/severance pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance/arbitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-employed service member or former service member but for his or her absence during a period of unform service as defined in 32 C.F.R. §104.3.

9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions owed the prior month. In the event of a delinquency, a) the Employer shall be obligated to pay interest on the monies due to the Fund(s) from the date when payment was due to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), including, but not limited to, attorneys' fees and costs, and b) at the option of the Trustees or their delegated representative, the payment of contributions that accrue after the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered workforce on time, the Employer must pay the contributions billed by the Health and Welfare Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.

10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If litigation is required to either obtain access to the Employer's records or to collect additional billings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).

11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement.

12. The Employer acknowledges that it is aware of the Fund(s)' adverse selection rule (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.

13. This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Illinois ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's liability.

14. This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.
IN WITNESS WHEREOF, said Employer and Union have caused this Instrument to be executed by their duly authorized representatives, the day and year first above written.

Central Pacific

Redacted by U.S. Department of the Treasury

Local Union No. 135

Redacted by U.S. Department of the Treasury

5/6/14

Date

2403 S. CR 150 E

Complete Address of Employer

14047

46947

Telephone Number Fax Number

574-724-4727 574-758-6335

35-1621-699

Federal Employer Identification Number

If the Employer is signatory to a National or Group Contract, indicate the name of such Contract:

Is the Employer an itinerant construction company working on a project or on a seasonal basis? Yes No

RECEIVED

JUL 28 2014

CONTRACT DEPARTMENT

-3-
## Participation Agreement

**Central States, Southwest and Southeast Areas Pension Fund and Welfare and Retirement Fund in the Construction Industry**

This AGREEMENT shall be entered into as of the effective date hereof by and between the **Central States, Southwest and Southeast Areas Pension Fund** ("Pension Fund") and the **Employer** acting through its duly authorized representatives.

### 1. Recitals

The Pension Fund and the Employer hereby agree to enter into this AGREEMENT, effective as of the effective date hereof, for the purpose of establishing a contribution to the Pension Fund by the Employer for the benefit of employees of the Employer who are covered by the Pension Fund's contributions plan.

### 2. Effective Date

The effective date of this AGREEMENT shall be **January 1, 2006**.

### 3. Contributions

The Employer shall contribute to the Pension Fund the amounts set forth in the following Table:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>January 1, 2006</td>
<td>$62.39 PER WEEK</td>
</tr>
<tr>
<td>January 1, 2007</td>
<td>$69.90 PER WEEK</td>
</tr>
</tbody>
</table>

### 4. Termination

This AGREEMENT shall terminate on December 31, 2013, unless the Pension Fund and the Employer agree to extend the term of this AGREEMENT.

### 5. Other Provisions

(a) The Employer shall be responsible for the payment of any contributions required under this AGREEMENT.

(b) The Pension Fund shall have the right to audit the Employer's records to verify the accuracy of the contributions paid by the Employer.

(c) The Employer shall provide the Pension Fund with a copy of this AGREEMENT and any amendments thereto at least 30 days prior to the effective date.

### 6. Governing Law

This AGREEMENT shall be construed and enforced in accordance with the laws of the State of Illinois.

### 7. Counterparts

This AGREEMENT may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**Central States, Southwest and Southeast Areas Pension Fund**

**Employer**

**Date**

**Signature**
7. An employee of the Fund that is required to report to the Financial Institution of the Fund or the Department of Finance with respect to the funds held in trust for the benefit of the Fund cannot be considered an "Employer" for purposes of determining whether an Employee is eligible to receive any benefits under this Plan.

8. All transactions and communications between an Employee and the Fund or any of its agents or representatives shall be conducted in accordance with the terms and conditions of this Agreement. An Employee shall not be considered an "Employer" for purposes of determining whether an Employee is eligible to receive any benefits under this Plan.

9. All transactions and communications between an Employee and the Fund or any of its agents or representatives shall be conducted in accordance with the terms and conditions of this Agreement. An Employee shall not be considered an "Employer" for purposes of determining whether an Employee is eligible to receive any benefits under this Plan.

10. All transactions and communications between an Employee and the Fund or any of its agents or representatives shall be conducted in accordance with the terms and conditions of this Agreement. An Employee shall not be considered an "Employer" for purposes of determining whether an Employee is eligible to receive any benefits under this Plan.

11. All transactions and communications between an Employee and the Fund or any of its agents or representatives shall be conducted in accordance with the terms and conditions of this Agreement. An Employee shall not be considered an "Employer" for purposes of determining whether an Employee is eligible to receive any benefits under this Plan.

12. All transactions and communications between an Employee and the Fund or any of its agents or representatives shall be conducted in accordance with the terms and conditions of this Agreement. An Employee shall not be considered an "Employer" for purposes of determining whether an Employee is eligible to receive any benefits under this Plan.

13. All transactions and communications between an Employee and the Fund or any of its agents or representatives shall be conducted in accordance with the terms and conditions of this Agreement. An Employee shall not be considered an "Employer" for purposes of determining whether an Employee is eligible to receive any benefits under this Plan.

14. All transactions and communications between an Employee and the Fund or any of its agents or representatives shall be conducted in accordance with the terms and conditions of this Agreement. An Employee shall not be considered an "Employer" for purposes of determining whether an Employee is eligible to receive any benefits under this Plan.
PARTICIPATION AGREEMENT

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS
PENSION FUND/HEALTH AND WELFARE FUND
5977 WEST HIGGNS ROAD
ROSEMONT, ILLINOIS 60018-4936
PHONE: (847) 519-6600

THIS AGREEMENT sets forth the terms under which the Employer will participate in the Central States, Southeast and Southwest Areas Pension Fund ("Pension Fund") and/or the Central States, Southeast and Southwest Areas Health and Welfare Fund ("Health and Welfare Fund") in accordance with the collective bargaining agreement with the Union covering the job classification(s) of: DRIVERS/WAREHOUSE and any other job classification covered by the collective bargaining agreement.

1. The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health and Welfare Fund, all rules and regulations presently in effect or subsequently adopted by the Trustees of the Fund(s) and accept the respective Employer and Employee Trustees and their successors.

2. The Employer shall contribute to the Pension Fund (choose one) (the "Contribution Period") for each Covered Employee at the following rates:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>JULY 1, 2013</td>
<td>$111.80</td>
</tr>
<tr>
<td>JULY 1, 2014</td>
<td>$116.30</td>
</tr>
<tr>
<td>JULY 1, 2015</td>
<td>$121.00</td>
</tr>
</tbody>
</table>

3. The Employer shall contribute to the Health and Welfare Fund per week/hour (choose one) (the "Contribution Period") for each Covered Employee at the following rates:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

4. Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the periods when a new collective bargaining agreement is not in effect. The contribution rates required to be paid after termination of a collective bargaining agreement shall be the rates in effect on the last day of the term of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.

5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement and during a strike except no contributions shall be due during a strike unless the Union and Employer mutually agree to the contrary, and during a strike the Employer shall make up any contributions due during the strike.

6. When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s)/Contracts Department by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall remain enforceable.

7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e., short term employees who work for uncertain or irregular duration) unless the collective bargaining agreement explicitly excludes contributions on casual employees. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).
8. The Employer agrees to make contributions on behalf of each Covered Employee who receives, or is entitled to receive, compensation for any part of the Contribution Period (regardless of whether the employment relationship is terminated), including show-up time, vacation pay, holiday pay, disability or illness pay, layoff/severance pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance/arbitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation.

9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to, new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a delinquency, the Employer shall be liable for interest on the monies due to the Fund(s) from the date when payment was due, to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), including, but not limited to, attorneys’ fees and costs and b) at the option of the Trustees of their discretion, the trustee, the payment of contributions that accrue after the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar month (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered workforce on time, the Employer must pay the contributions owed by the Trust and Welfare Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.

10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If litigation is required to obtain access to the Employer’s records or to collect additional billing and report the results of the review of records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys’ fees and costs incurred by the Fund(s).

11. The Trustees shall not be required to submit any dispute concerning the Employer’s obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement.

12. The Employer acknowledges that it is aware of the Fund(s)’ adverse selection rules (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rules.

13. This Agreement shall be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Illinois Taxpayer Protection Act shall apply. The Employer agrees that the suits of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer’s liability.

14. This Agreement may not be orally modified or terminated. To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.

IN WITNESS WHEREOF, the Employer and the Plan have caused this instrument to be executed by their duly authorized representatives, the day and year first above written.

Central Supply Company, Inc.

Redacted by U.S. Department of the Treasury

Federal Employer Number

If the Employer is signatory to a National or Group Contract, indicate the name of such Contract:

Is the Employer an itinerant construction company working on a project or on a seasonal basis? Yes No
PARTICIPATION AGREEMENT

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS
PENSION FUND/HEALTH AND WELFARE FUND
9377 WEST HIGGINS ROAD
ROSEMONT, ILLINOIS 60018-4933
PHONE: (847) 518-9800

ACCOUNT NUMBER: ___________________________

THIS AGREEMENT sets forth the terms under which the Employer will participate in the Central States, Southeast and Southwest Areas Pension Fund ("Pension Fund") and/or the Central States, Southeast and Southwest Areas Health and Welfare Fund ("Health and Welfare Fund") in accordance with its collective bargaining agreement with the Union covering the following job classification(s): Warehouse Facility

and any other job classification covered by the collective bargaining agreement.

1. The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health and Welfare Fund and all amendments subsequently adopted as well as all rules and regulations presently in effect or subsequently adopted by the Trustees of the Fund(s) and accept the respective Employer and Employee Trustees and their successors.

2. The Employer shall contribute to the Pension Fund for each Covered Employee at the following rates:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>5/31/15</td>
<td>$69.40</td>
</tr>
<tr>
<td>5/31/16</td>
<td>$71.40</td>
</tr>
<tr>
<td>5/31/17</td>
<td>$73.40</td>
</tr>
<tr>
<td>5/31/18</td>
<td>$75.40</td>
</tr>
</tbody>
</table>

3. The Employer shall contribute to the Health and Welfare Fund for each Covered Employee at the following rates:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

4. Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the periods when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to either the execution of a new collective bargaining agreement or the termination of this Agreement, shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.

5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until a) the Trustees decide to terminate the participation of the Employer and provide written notice of their decision to the Employer specifying the date of termination of participation or b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s)' Contracts Department at the address specified above sent by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute or c) the date the NLRB certifies the result of an election that terminates the Union's representative status or d) the date the Union's representative status terminates through a valid disclaimer of interest. In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund. In the event an NLRB election or disclaimer of interest referred to in c) or d) relates to only part of the bargaining unit, this Agreement shall remain in effect with respect to the remainder of the bargaining unit.

37.10.328
6. When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s)’ Contracts Department by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer’s contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall alone remain enforceable. The following agreements shall not be valid: a) an agreement that purports to retroactively eliminate or reduce the Employer’s statutory or contractual duty to contribute to the Fund(s); b) an agreement that purports to prospectively reduce the contribution rate payable to the Pension Fund or c) an agreement that purports to prospectively eliminate the duty to contribute to the Pension Fund during the stated term of a collective bargaining agreement that has been accepted by the Pension Fund.

7. For purposes of this Agreement, the term “Covered Employee” shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e. short term employees who work for uncertain or irregular duration) except a casual employee shall not be a Covered Employee with respect to the Health and Welfare Fund if the collective bargaining agreement explicitly excludes casual employees from participation in the Health and Welfare Fund. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).

8. The Employer agrees to remit contributions on behalf of each Covered Employee for any period he/she receives, or is entitled to receive, compensation (regardless of whether the employment relationship is terminated), including show up time, overtime pay, holiday pay, disability or illness pay, layoff/severance pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance/arbitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-employed service member or former service member but for his or her absence during a period of uniformed service as defined at 32 C.F.R. §104.3.

9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a delinquency, a) the Employer shall be obligated to pay interest on the monies due to the Fund(s) from the date when payment was due to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), including, but not limited to, attorneys’ fees and costs and b) at the option of the Trustees or their delegated representative, the payment of contributions that accrue after the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered workforce on time, the Employer must pay the contributions billed by the Health and Welfare Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.

10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If litigation is required to either obtain access to the Employer’s records or to collect additional billings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys’ fees and costs incurred by the Fund(s).

11. The Trustees shall not be required to submit any dispute concerning the Employer’s obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement.

12. The Employer acknowledges that it is aware of the Fund(s)’ adverse selection rule (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.

13. This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Illinois ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer’s liability.

14. This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.
IN WITNESS WHEREOF, said Employer and Union have caused this Instrument to be executed by their duly authorized representatives, the day and year first above written.

Central Warehouse Operations, Inc.

Employer Name: Redacted by U.S. Department of the Treasury

Date: 9/16/14

Complete Address of Employer: 2207 KIMBALL RD SE, CANTON OH 44707

Telephone Number: 330-453-3204, 330-453-5120

Fax Number: 38-1784598

Federal Employer Identification Number: 406

Redacted by U.S. Department of the Treasury

Printed Name and Title: 9/22/2014

If the Employer is signatory to a National or Group Contract, indicate the name of such Contract:

Is the Employer an itinerant construction company working on a project or on a seasonal basis? Yes No X


## PARTICIPATION AGREEMENT

**CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS**  
**PENSION FUND/HEALTH AND WELFARE FUND**  
9377 WEST HIGGINS ROAD  
ROSEMONT, ILLINOIS 60018-4938  
PHONE: (847) 518-9800

**ACCOUNT NUMBER:**  

---

THIS AGREEMENT sets forth the terms under which the Employer will participate in the Central States, Southeast and Southwest Areas Pension Fund ("Pension Fund") and/or the Central States, Southeast and Southwest Areas Health and Welfare Fund ("Health and Welfare Fund") in accordance with its collective bargaining agreement with the Union covering the following job classification(s):

and any other job classification covered by the collective bargaining agreement.

1. The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health and Welfare Fund and all amendments subsequently adopted as well as all rules and regulations presently in effect or subsequently adopted by the Trustees of the Fund(s) and accept the respective Employer and Employee Trustees and their successors.

2. The Employer shall contribute to the Pension Fund for each Covered Employee at the following rates:

   **Effective Date:** 6/1/13  
   **Rate:** $52.99 daily

   **Effective Date:** 6/1/14  
   **Rate:** $56.10 daily

   **Effective Date:** 6/1/15  
   **Rate:** $59.50 daily

   **Effective Date:**  
   **Rate:**

3. The Employer shall contribute to the Health and Welfare Fund for each Covered Employee at the following rates:

   **Effective Date:** not applicable  
   **Rate:**

   **Effective Date:**  
   **Rate:**

   **Effective Date:**  
   **Rate:**

   **Effective Date:**  
   **Rate:**

   **Effective Date:**  
   **Rate:**

4. Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each Fund, as provided in the collective bargaining agreement.

5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until:
   a) the Trustees decide to terminate the participation of the Employer and provide written notice of their decision to the Employer specifying the date of termination of participation or
   b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s) Contracts Department at the address specified above sent by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute or
   c) the date the NLRB certifies the result of an election that terminates the Union's representative status or
   d) the date the Union's representative status terminates through a valid disclaimer of interest. In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination relates to a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund. In the event an NLRB election or disclaimer of interest referred to in c) or d) relates to only part of the bargaining unit, this Agreement shall remain in effect with respect to the remaining part of the bargaining unit.
6. When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s) Contracts Department by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall alone remain enforceable. The following agreements shall not be valid: a) an agreement that purports to retroactively increase or reduce the Employer's contribution to the Fund(s); b) an agreement that purports to retroactively eliminate the duty to contribute to the Fund(s); or c) an agreement that purports to retroactively eliminate the duty to contribute to the Pension Fund during the stated term of a collective bargaining agreement that has been accepted by the Pension Fund.

7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e., short-term employees who work to uncertain or regular duration) except a casual employee shall not be a Covered Employee with respect to the Health and Welfare Fund if the collective bargaining agreement expressly excludes casual employees from participation in the Health and Welfare Fund. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).

8. The Employer agrees to remit contributions on behalf of each Covered Employee for any period he/she requires, or is entitled to receive, compensation (regardless of whether the employment relationship is terminated), including show up time, pay, overtime pay, holiday pay, disability or illness pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance arbitration proceeding or other legal proceeding or settlement, if the collective bargaining agreement states that contribution shall not be due for any covered Covered Employees for a specified waiting period. No contributions shall be due until the Covered Employee completes the specific waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-erployed service member or former service member but for his or her absence during a period of uniformed service as defined in 32 C.F.R. §104.3.

9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to new hires, layoffs or terminations which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a delinquency, a) the Employer shall be obligated to pay interest on the amounts due to the Fund(s) from the date the payment is due to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), including but not limited to, attorneys' fees and costs; and b) at the option of the Trustees or their delegate(s), the amount of contributions that are delinquent shall be accelerated so that the contributions owed for each calendar month (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered workforce or pay the contributions billed by the Health and Welfare Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.

10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If litigation is required to either obtain access to the Employer's records or to collect additional amounts not resulting from the review of the records. All costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and shall include any attorneys' fees and costs incurred by the Fund(s).

11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance arbitration procedure set forth in any collective bargaining agreement.

12. The Employer acknowledges that it is aware of the Fund(s)'s adverse selection rule (including Special Bulletin 92-7) and agrees that while this Agreement remains in effect it will not enter into any agreements or engage in any practice that violates the adverse selection rule.

13. This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Illinois ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's liability.

14. This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provision of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.
IN WITNESS WHEREOF, said Employer and Union have caused this instrument to be executed by their duly authorized representatives, the day and year first above written.

Century Cement Company

Employee

Representative

Printed Name and Title

Date

Local Union No.

Redacted by U.S. Department of the Treasury

Printed Name and Title

Date

RECEIVED

OCT 07 2013

CONTRACT DEPARTMENT

If the Employer is signatory to a National or Group Contract, indicate the name of such Contract:

Yes __________ No __________

Is the Employer an intransit construction company working on a project or on a seasonal basis?  Yes __________ No __________
PARTICIPATION AGREEMENT

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS
PENSION FUND/HEALTH AND WELFARE FUND
9377 WEST HIGGINS ROAD
ROSEMONT, ILLINOIS 60018-4938
PHONE: (847) 518-9800

ACCOUNT NUMBER: 1454310-0100

THIS AGREEMENT sets forth the terms under which the Employer will participate in the Central States, Southeast and Southwest Areas Pension Fund ("Pension Fund") and/or the Central States, Southeast and Southwest Areas Health and Welfare Fund ("Health and Welfare Fund") in accordance with its collective bargaining agreement with the Union covering the following job classification(s): drivers

and any other job classification covered by the collective bargaining agreement.

1. The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health and Welfare Fund and all amendments subsequently adopted as well as all rules and regulations presently in effect or subsequently adopted by the Trustees of the Fund(s) and accept the respective Employer and Employee Trustees and their successors.

2. The Employer shall contribute to the Pension Fund for each Covered Employee at the following rates:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>05/01/2012</td>
<td>$24.80 PER DAY</td>
</tr>
<tr>
<td>05/01/2011</td>
<td>$26.30 PERDAY</td>
</tr>
<tr>
<td>05/01/2012</td>
<td>$27.60 PERDAY</td>
</tr>
<tr>
<td>05/01/2013</td>
<td>$28.70 PERDAY</td>
</tr>
</tbody>
</table>

3. The Employer shall contribute to the Health and Welfare Fund for each Covered Employee at the following rates:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>05/01/2010</td>
<td>$9.05 PER HOUR</td>
</tr>
<tr>
<td>05/01/2011</td>
<td>$9.05 PER HOUR</td>
</tr>
<tr>
<td>05/01/2012</td>
<td>$9.30 PER HOUR</td>
</tr>
<tr>
<td>05/01/2013</td>
<td>$9.70 PER HOUR</td>
</tr>
</tbody>
</table>

4. Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the periods when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to either the execution of a new collective bargaining agreement or the termination of this Agreement, shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.

5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until a) the Trustees decide to terminate the participation of the Employer and provide written notice of their decision to the Employer specifying the date of termination of participation or b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s) Contracts Department at the address specified above sent by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute or c) the date the NLRB certifies the result of an election that terminates the Union's representative status or d) the date the Union's representative status terminates through a valid disclaimer of interest. In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund. In the event an NLRB election or disclaimer of interest referred to in c) or d) relates to only part of the bargaining unit, this Agreement shall remain in effect with respect to the remainder of the bargaining unit.
6. When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s) Contracts Department by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer’s contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall alone remain enforceable. The following agreements shall not be valid: a) an agreement that purports to retroactively eliminate or reduce the Employer’s statutory or contractual duty to contribute to the Fund(s); b) an agreement that purports to prospectively reduce the contribution rate payable to the Pension Fund or c) an agreement that purports to prospectively eliminate the duty to contribute to the Pension Fund during the stated term of a collective bargaining agreement that has been accepted by the Pension Fund.

7. For purposes of this Agreement, the term “Covered Employee” shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e. short term employees who work for uncertain or irregular duration) except a casual employee shall not be a Covered Employee with respect to the Health and Welfare Fund if the collective bargaining agreement explicitly excludes casual employees from participation in the Health and Welfare Fund. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).

8. The Employer agrees to remit contributions on behalf of each Covered Employee for any period he/she receives, or is entitled to receive, compensation (regardless of whether the employment relationship is terminated), including show up time pay, overtime pay, holiday pay, disability or illness pay, layoff/severance pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance/arbitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-employed service member or former service member but for his or her absence during a period of uniformed service as defined at 32 C.F.R. §104.3.

9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a delinquency, a) the Employer shall be obligated to pay interest on the monies due to the Fund(s) from the date when payment was due to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), including, but not limited to, attorneys’ fees and costs and b) at the option of the Trustees or their delegated representative, the payment of contributions that accrue after the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered workforce on time, the Employer must pay the contributions billed by the Health and Welfare Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.

10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If litigation is required to either obtain access to the Employer’s records or to collect additional billings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys’ fees and costs incurred by the Fund(s).

11. The Trustees shall not be required to submit any dispute concerning the Employer’s obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement.

12. The Employer acknowledges that it is aware of the Fund(s) adverse selection rule (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.

13. This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Illinois ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer’s liability.

14. This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.
IN WITNESS WHEREOF, said Employer and Union have caused this instrument to be executed by their duly authorized representatives, the day and year first above written.

CHANDIAO ASPHALT COMPANY, INC.

Redacted by U.S. Department of the Treasury

Local Union No. 136

Redacted by U.S. Department of the Treasury

Printed Name and Title

04/30/2013

Date

1414 WEST ANTHONY DRIVE

URBANA, ILLINOIS 61802-7201

Complete Address of Employer

217/356-7288 217/356-1539

Telephone Number Fax Number

20-3014751

Federal Employer Identification Number

If the Employer is signatory to a National or Group Contract, indicate the name of such Contract:

Illinois Heavy/Highway

Is the Employer an itinerant construction company working on a project or on a seasonal basis? Yes XX No ____

RECEIVED

JUN 03 2013

CONTRACT DEPARTMENT
PARTICIPATION AGREEMENT

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS
PENSION FUND/HEALTH AND WELFARE FUND
9377 WEST HIGGINS ROAD
ROSEMONT, ILLINOIS 60018-4938
PHONE: (847) 518-9800

ACCOUNT NUMBER: _________________________

THIS AGREEMENT sets forth the terms under which the Employer will participate in the Central States, Southeast and Southwest Areas Pension Fund ("Pension Fund") and/or the Central States, Southeast and Southwest Areas Health and Welfare Fund ("Health and Welfare Fund") in accordance with its collective bargaining agreement with the Union covering the following job classification(s):

and any other job classification covered by the collective bargaining agreement.

1. The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health and Welfare Fund and all amendments subsequently adopted as well as all rules and regulations presently in effect or subsequently adopted by the Trustees of the Fund(s) and accept the respective Employer and Employee Trustees and their successors.

2. The Employer shall contribute to the Pension Fund for each Covered Employee at the following rates:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>4/1/12</td>
<td>$193.50</td>
</tr>
<tr>
<td>4/1/13</td>
<td>$201.20</td>
</tr>
<tr>
<td>4/1/14</td>
<td>$209.20</td>
</tr>
<tr>
<td>4/1/15</td>
<td>$217.60</td>
</tr>
</tbody>
</table>

3. The Employer shall contribute to the Health and Welfare Fund for each Covered Employee at the following rates:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate</th>
</tr>
</thead>
</table>

4. Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the periods when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to either the execution of a new collective bargaining agreement or the termination of this Agreement, shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.

5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until a) the Trustees decide to terminate the participation of the Employer and provide written notice of their decision to the Employer specifying the date of termination or participation or b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s)’ Contracts Department at the address specified above sent by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute or c) the date the NLRB certifies the result of an election that terminates the Union's representative status or d) the date the Union's representative status terminates through a valid disclaimer of interest. In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund. In the event an NLRB election or disclaimer of interest referred to in c) or d) relates to only part of the bargaining unit, this Agreement shall remain in effect with respect to the remainder of the bargaining unit.

37.10.337
6. When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s) Contracts Department by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall alone remain enforceable. The following agreements shall not be valid: a) an agreement that purports to retroactively eliminate or reduce the Employer's statutory or contractual duty to contribute to the Fund(s); b) an agreement that purports to prospectively reduce the contribution rate payable to the Pension Fund or c) an agreement that purports to prospectively eliminate the duty to contribute to the Pension Fund during the stated term of a collective bargaining agreement that has been accepted by the Pension Fund.

7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e. short term employees who work for uncertain or irregular duration) except a casual employee shall not be a Covered Employee with respect to the Health and Welfare Fund if the collective bargaining agreement explicitly excludes casual employees from participation in the Health and Welfare Fund. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).

8. The Employer agrees to remit contributions on behalf of each Covered Employee for any period he/she receives, or is entitled to receive, compensation (regardless of whether the employment relationship is terminated), including show up time pay, overtime pay, holiday pay, disability or illness pay, layoff/severance pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance/arbitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-employed service member or former service member but for his or her absence during a period of uniformed service as defined at 32 C.F.R. §104.3.

9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a delinquency, a) the Employer shall be obligated to pay interest on the monies due to the Fund(s) from the date when payment was due to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), including, but not limited to, attorneys' fees and costs and b) at the option of the Trustees or their delegated representative, the payment of contributions that accrue after the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered workforce on time, the Employer must pay the contributions billed by the Health and Welfare Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.

10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If litigation is required to either obtain access to the Employer's records or to collect additional billings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).

11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement.

12. The Employer acknowledges that it is aware of the Fund(s)' adverse selection rule (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.

13. This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Illinois ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's liability.

14. This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.
IN WITNESS WHEREOF, said Employer and Union have caused this Instrument to be executed by their duly authorized representatives, the day and year first above written.

UNIVAR USA INC.

Redacted by U.S. Department of the Treasury

Local Union No. 283

Redacted by U.S. Department of the Treasury

4/10/2012

Date

17425 NE UNION HILL RD.

Redmond, WA 98052-3375

Complete Address of Employer

425-889-4174  425-889-4136

Telephone Number  Fax Number

91-1347935

Federal Employer Identification Number

If the Employer is signatory to a National or Group Contract, indicate the name of such Contract:

________________________________________________________________________

Is the Employer an itinerant construction company working on a project or on a seasonal basis? Yes ___ No ___
PARTICIPATION AGREEMENT

CENTRAL STATES, SOUTHWEST AND SOUTHWEST AREAS PENSION FUND/HEALTH AND WELFARE FUND

THIS AGREEMENT sets forth the terms under which the Employer will participate in the Central States, Southeast and Southwest Areas Pension Fund ("Pension Fund") and the Central States, Southeast and Southwest Areas Health and Welfare Fund ("Health and Welfare Fund") for the period commencing January 1, 2007 and ending December 31, 2008, and any other collective bargaining agreement covering the collective bargaining agreement.

1. The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and the Health and Welfare Fund, and all amendments thereto, as well as all rules and regulations presently in effect or subsequently adopted by the Trustees of the Trust.

2. The Employer shall contribute to the Pension Fund for each Covered Employee at the following rates:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>4/1/2007</td>
<td>$133.90 per week</td>
</tr>
<tr>
<td>4/1/2008</td>
<td>$135.60 per week</td>
</tr>
<tr>
<td>4/1/2009</td>
<td>$136.70 per week</td>
</tr>
<tr>
<td>4/1/2010</td>
<td>$138.70 per week</td>
</tr>
</tbody>
</table>

3. The Employer shall contribute to the Health and Welfare Fund for each Covered Employee at the following rates:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Effective Date</td>
<td>Rate</td>
</tr>
<tr>
<td>Effective Date</td>
<td>Rate</td>
</tr>
<tr>
<td>Effective Date</td>
<td>Rate</td>
</tr>
</tbody>
</table>

4. The contribution rate changes effective [insert effective date] shall be determined by each new collective bargaining agreement and shall be effective for the period to which it applies.

5. The Employer shall contribute to the Pension Fund and the Health and Welfare Fund for each Covered Employee at the following rates:

6. The Employer shall contribute to the Pension Fund and the Health and Welfare Fund for each Covered Employee at the following rates:

7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement, including casual employees (i.e., those employees who work for an uncertain or irregular duration) and all employees who are not Covered Employees with respect to the Health and Welfare Fund if the collective bargaining agreement specifically excludes such employees from participation in the Health and Welfare Fund.

EXECUTIVE DIRECTOR
THOMAS G. VIANA

RECEIVED
MAY 23, 2007
CONTRACT DEPARTMENT

37.10.340
The Employer agrees to make contributions on behalf of each Covered Employee for any period for which the Employee receives, or is entitled to receive, compensation (regardless of whether the employment relationship is terminated), including show-up time pay, overtime pay, holidays, vacation pay, leave of absence pay, and the payment of wages which are the result of any National Labor Relations Board proceedings, grievance arbitration proceeding, or other legal proceeding or settlement.

If the collective bargaining agreement provides that contributions shall be due on a specified day, the contributions shall not be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall be made to the Fund(s) on behalf of any Covered Employee who is working due to illness or injury unless the Employer has been determined to be the employer by the Wage and Hour Division of the U.S. Department of Labor.

10. The Employer shall provide the Trustees with access to any payroll records and other pertinent records when requested by the Fund(s). If information is required to be obtained from the Employer, the Employer shall provide all such information in a timely manner.

11. The Employer shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement.

12. The Employer acknowledges that it is aware of the Fund's adverse selection rule (including Special Bulletin 90-1) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.

13. This Agreement shall be construed according to the laws of the United States. Any action taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, may be brought in the courts of any state in which the Employer conducts business.

14. This Agreement may be modified or terminated without the written consent of the Fund(s). To the extent there exist any conflicts between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.

IN WITNESS WHEREOF, the following parties have caused this instrument to be executed by their duly authorized representatives.

CHENCENTRAL Midwest Corporation

[Signature]
Printed Name and Title

Redacted by U.S. Department of the Treasury

[Signature]
Printed Name and Title

Redacted by U.S. Department of the Treasury

Contract Department

[Stamp]
RECEIVED

MAY 2 3 2007

[Stamp]
CONTRACT DEPARTMENT

Date

[Stamp]

[Stamp]

Federal Employer Identification Number

[Stamp]

If the Employer is a party to a National or Group Contract, indicate the name of such Contract.

[Stamp]

Is the Employer an eligible construction company working on a project of a seasonal basis? Yes ___ No ___

37.10.341
**PARTICIPATION AGREEMENT**

**CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUNDS/HEALTH AND WELFARE FUND**

**SOFT WEST H.D. BROAD**

**ROSEMONT, ILLINOIS 60018-5230**

**PHONE: (847) 518-6300**

---

**This Agreement** sets forth the terms under which the Employer will participate in the Central States, Southeast and Southwest Areas Pension Fund ("Pension Fund") and for the Central States, Southeast and Southwest Areas Health and Welfare Fund ("Health and Welfare Fund") in accordance with the collective bargaining agreement with the Union covering the Collective Bargaining Agreement and any other collective bargaining agreement covering covered employees.

1. The Employer and Employee agree to be bound by the Trust Agreement (the "Trust Agreement") of the Pension Fund only in cases requiring immediate or subsequent benefit to the Trustees of the Fund and the Employees of the Fund and their successors.

2. The Employer shall contribute to the Pension Fund per week the "Contribution Rate" for each Covered Employee in the following rates:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

3. The Employer shall contribute to the Health and Welfare Fund per week an amount equal to the "Contribution Rate" for each Covered Employee in the following rates:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

4. Construction rate changes after the last Effective Date in Paragraphs 2 and 3 shall be determined by the Trustees in accordance with the Trust Agreement and such rates change shall be incorporated into this Agreement. The parties may execute this Agreement, which shall be binding for the duration of the Collective Bargaining Agreement, after the expiration of the Trust Agreement.

5. This Agreement is subject to the obligation to pay contributions to the Trust Funds as required and during a strike or other work stoppage that the Employer shall continue to pay contributions to the Trust Funds. The Employer may, at its discretion, terminate the Agreement for such reason as the Employer may see fit. The Employer may, if it so desires, at any time, by written notice, terminate this Agreement, and such termination shall be effective upon the expiration of thirty days from the date of notice.

6. If a new collective bargaining agreement is signed by the Employer and the Union, the Employer shall promptly submit the written agreement to the Trustees.

7. For purposes of this Agreement, the term "Covered Employee" shall mean any individual who is a member of any collective bargaining agreement, is covered by any集体 bargaining agreement, and is covered by the Union for the purpose of earning retirement benefits.

---

37.10.342
The Employer agrees to remit contributions on behalf of each Covered Employee who receives, or is entitled to receive, compensation for any part of the Covered Employee's regular hours of work during the pay period for which such contributions shall be due. The contributions shall be paid to the Fund(s) as the payment is made to the Employer. Contributions shall be made to the Fund(s) on behalf of any Covered Employee who is not working due to illness, injury or other cause until the Covered Employee is entitled to remuneration. The Employer shall ensure that contributions are not reduced when a Covered Employee is on an extended leave of absence for personal reasons or other reasons. The Employer shall ensure that contributions are made in accordance with the provisions of this Agreement. Any contributions not remitted shall be paid to the Fund(s) as soon as possible after the contributions become due.

10. The Employer shall provide the Trustees with any labor relations records and other record books or other documents requested by the Trustees. The Employer shall provide any information to the Trustees or the Union that is necessary to carry out the provisions of this Agreement.

11. The Trustees shall have the right to examine any documents or records of the Employer that are necessary to carry out the provisions of this Agreement.

12. The Employer shall have the right to examine any documents or records of the Union that are necessary to carry out the provisions of this Agreement.

13. The Employer shall have the right to examine any documents or records of the Trustees that are necessary to carry out the provisions of this Agreement.

14. The Agreement may be renewed by mutual agreement. To the extent there exists any conflict between any provisions of this Agreement and any provisions of the collective bargaining agreement, the collective bargaining agreement shall control.

IN WITNESS WHEREOF, the Employer and Union have caused this instrument to be executed by their duly authorized representatives, this 26th day of October, 2004.

CHICAGO BAKING COMPANY

[Signature]

EAST MICHIGAN BOULEVARD

CHICAGO, ILLINOIS

[Address]

(773) 792-5331

Telephone Number

(773) 792-5332

Federal Employer Number

[Redacted by U.S. Department of the Treasury]
PARTICIPATION AGREEMENT

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND/HEALTH AND WELFARE FUND
9377 WEST HIGGINS ROAD
ROSEMONT, ILLINOIS 60018-4938
PHONE (847) 518-9800

THIRD AGREEMENT sets forth the terms under which the Employer will participate in the Central States, Southeast and Southwest Areas Pension Fund (“Pension Fund”) and/or the Central States, Southeast and Southwest Areas Health and Welfare Fund (“Health and Welfare Fund”) in accordance with its collective bargaining agreement with the Union covering the job classification(s) of __________ (choose one) (The

1. The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health and Welfare Fund, all rules and regulations presently in effect or subsequently adopted by the Trustees of the Fund(s) and accept the respective Employer and Employee Trustees and their successors.

2. The Employer shall contribute to the Pension Fund per week _______ week/day/hour (choose one) (The

3. The Employer shall contribute to the Health and Welfare Fund per week (the “Contribution Period”)

4. Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an agreement establishing contribution rates during the period when a new collective bargaining agreement is being negotiated in the absence of an interim agreement. The contribution rate required to be paid after termination of a collective bargaining agreement and prior to the execution of a new collective bargaining agreement or the termination of this Agreement shall be the rate in effect on the last day of the term of the collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate as of becomes less than the then-published rate for the applicable benefit plan or class.

5. The Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of any collective bargaining agreement and during a strike except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. Under this Agreement and the Employer's obligation to pay contributions shall not terminate until either a) the Trustees decide to terminate the Agreement and provide written notice of their decision to the Employer or b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have not received any notice directing the Fund(s) to continue making contributions as directed by the Fund(s) or c) the Employer is no longer obligated to contribute in the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund.

6. When a new collective bargaining agreement is signed by the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s) at the address specified above. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Trustee(s) and the Agreement and the written agreement(s) that have been submitted to the Fund(s) shall not remain enforceable.

7. For purposes of this Agreement, the term "Covered Employee" shall mean any full time or part time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e., short term employees who work for uncertain or irregular duration) unless the collective bargaining agreement explicitly excludes contributions on casual employees. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).
8. The Employer agrees to remit contributions on behalf of each Covered Employee who receives, or is entitled to receive, compensation for any part of the Contribution Period (regardless of whether the employment relationship is terminated), including vacation pay, holiday pay, union security pay, layoff or furlough pay, regular pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance arbitration proceeding or other legal proceeding or settlement. The collective bargaining agreement states that contributions shall not be due on newly hired Covered Employees for a specified waiting period. Contributions shall be due until the Covered Employee completes the specified waiting period required by the applicable collective bargaining agreement, contributions shall also be made on behalf of any Covered Employee who is not working due to illness or injury, even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-employed service member or former service member for his or her absence during a period of uniformed service as defined at 10 C.F.R. §104.3.

9. On or before the 15th day of each month, the Employer shall report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to, new hires, layoffs or terminations) which occurred during the prior month and must pay contributions owed for the prior month. In the event of a delinquency, the Employer shall be obligated to pay interest on the amounts due to the Fund(s) from the date when payment was due, to the date when the payment is made, together with all expenses of collection incurred by the Fund(s). Including, but not limited to, attorneys' fees and costs and (b) at the option of the Trustee or the delegated representative, the payment of contributions that accrue after the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered workforce on time, the Employer must pay the contributions billed by the Health and Welfare Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.

10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). The Employer is required to either obtain access to the Employer's records or to collect additional information that results from the review of the records and costs incurred by the Fund(s) in conducting the review shall be paid by the Employer. The Employer shall maintain any attorneys' fees and costs incurred by the Fund(s).

11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any arbitration procedure set forth in any collective bargaining agreement.

12. The Employer acknowledges that it is aware of the Fund(s) adverse selection rules (including Special Bulletin 90-7) and agrees that this Agreement remains in effect. It will not enter into any agreement or engage in any practice that violates the adverse selection rules.

13. This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustee to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Illinois ten year statute of limitations shall apply. The Employer agrees that the statute of limitations may not be used to avert a financial obligation incurred with respect to any unpaid contributions until such time as the Fund(s) receive a written notice of the existence of the Employer's liability.

14. This Agreement may not be modified or terminated. To the extent there exists any conflict between any provision of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.

IN WITNESS WHEREOF, said Employer and Union have caused this instrument to be executed by their duly authorized representatives, the day and year first above written.

Chicago Amer. Co.

Field President Human Resources

For Employer and Chicago Amer. Co.

233-336-9200

Received contract DEP

Redacted by U.S. Department of the Treasury

Redacted by U.S. Department of the Treasury
PARTICIPATION AGREEMENT
CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND/HEALTH AND WELFARE FUND
9377 WEST HAGGINS ROAD
ROSEMONT, ILLINOIS 60063
PHONE (847) 518-9358

THIS AGREEMENT sets forth the terms under which the Employer will participate in the Central States, Southeast and Southwest Areas Pension Fund ("Pension Fund") and/or the Central States, Southeast and Southwest Areas Health and Welfare Fund ("Health and Welfare Fund") in accordance with its collective bargaining agreement with the Union covering the following job classification(s): Route Sales Representatives, Mechanics, Pull-Up Men, Loaders, and any other job classification covered by the collective bargaining agreement. Swing Men

1. The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health and Welfare Fund, all rules and regulations presently in effect or subsequently adopted by the Trustees of the Fund(s) and accept the respective Employer and employee Trustees and their successors.

2. The Employer shall contribute to the Pension Fund for each covered Employee at the following rates:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>8/8/04</td>
<td>$124.00 per week</td>
</tr>
<tr>
<td>8/8/05</td>
<td>$124.00 per week</td>
</tr>
<tr>
<td>8/8/06</td>
<td>$124.00 per week</td>
</tr>
<tr>
<td>8/8/07</td>
<td>$124.00 per week</td>
</tr>
<tr>
<td>8/8/08</td>
<td>$124.00 per week</td>
</tr>
</tbody>
</table>

3. The Employer shall contribute to the Health and Welfare Fund for each covered Employee at the following rates:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

4. Contribution rate changes after the last effective date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the periods when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid at termination of a collective bargaining agreement and prior to either the execution of a new collective bargaining agreement or the termination of this Agreement shall be the rate in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.

5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement and during a strike except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions to the Fund(s) shall terminate until a) the Trustees, in the exercise of their discretion, shall terminate the participation of the Employer and provide written notice of such decision to the Employer; b) the Employer shall provide written notice to the Fund(s) of the termination of the relationship with the Employer; c) the Employer shall receive a written notice from the Fund(s) of the termination of the relationship with the Employer; or d) the Employer shall receive a written notice from the Trustees of the termination of the relationship with the Employer. The decision of the Trustees to terminate the relationship with the Employer shall be final and binding. The Employer's obligation to pay contributions to the Fund(s) shall terminate immediately upon receipt of the written notice from the Trustees. The contribution rate shall be determined by the Trustees at the time of the termination of the relationship with the Employer.

6. When a new collective bargaining agreement is signed by the Employer and the Union agrees to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s). The contribution rate for any fund shall be determined by the Trustees at the time of the termination of the relationship with the Employer.

7. If the Employer fails to make the contribution required by this Agreement, the Trustees shall have the right to recover the contribution from the Employer and may apply to a court of competent jurisdiction for an order compelling the Employer to make the contribution. The Trustees may also, at their discretion, impose a lien on the Employer's assets to secure the payment of the contribution.

8. This Agreement may be amended from time to time by mutual agreement of the Employer and the Union. Any amendment to this Agreement shall be in writing and signed by both parties. The amendment shall be effective upon the date of its execution.

9. This Agreement shall be binding on the parties and their successors.

10. This Agreement shall remain in effect with respect to the remainder of the bargaining unit.

11. In the event of any breach of this Agreement, the aggrieved party may bring an action in the courts of competent jurisdiction for injunctive relief or any other remedy at law or in equity.

12. This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, understandings, and agreements between the parties.

13. The failure of either party to enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. The waiver of any breach of this Agreement shall not operate or be construed as a waiver of any other breach.

RECEIVED

Dated: NOV 6 2005

CONTRACT DEPARTMENT
7. For purposes of this Agreement, the term 'Covered Employee' shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e., short term employees who work for uncertain or irregular duration) except casual employees shall not be a Covered Employee with term employees who work for uncertain or irregular duration). The Collective Agreement shall not apply to employees from the Health and Welfare Fund. This Agreement shall not include any person employed by an individual or unincorporated business for the principal purpose of obtaining benefits from the Fund(s).

8. The Employer agrees to remit contributions on behalf of each Covered Employee for any period in the following order:

- Wages or hourly pay, overtime pay, holiday pay, disability or illness pay, vacation pay or the payment of vacation leave, pay-in-lieu of fringe benefits.
- The Employer shall be obligated to pay all contributions owed by the Collective Agreement within 30 days after the end of the month in which the contributions are due.
- Interest on the contributions due as of the date when payment was due, to the rate of interest specified in the Collective Agreement.
- All expenses of collection incurred by the Collective Agreement, including, but not limited to, attorneys' fees and costs.
- The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is not a Covered Employee at the time of the occurrence of the event that caused the termination.
- The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is not a Covered Employee at the time of the occurrence of the event that caused the termination.

9. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If the Employer fails to provide such records or fails to provide additional information or data that may be necessary to conduct the review, the Employer shall pay any costs incurred by the Trustees.

10. The Employer shall pay any contributions to any grievance arbitration procedure set forth in any collective bargaining agreement. The Employer shall pay any contributions to any grievance arbitration procedure set forth in any collective bargaining agreement.

11. The Employer shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance arbitration procedure set forth in any collective bargaining agreement.

12. The Employer acknowledges that it is aware of the Fund's adverse selection rule (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not enter any agreement or engage in any practice that violates the adverse selection rule.

13. This Agreement shall be interpreted in accordance with the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Trustees shall have the right to issue a written notice of any action taken.

14. This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, the Participation Agreement shall control.

In Witness Whereof, said Employer and Union have caused this Instrument to be executed by their duly authorized representatives the day and year first above written.

Redacted by U.S. Department of the Treasury

Printed Name and Title

Date

Address

City, State, Zip Code

Phone Number

Fax Number

Federal Employer Identification Number

If the Employer is a signatory to a National or Group Contract, indicate the name of such Contract.

Is the Employer an Affirmative action company working on a project or on a seasonal basis? Yes No
PARTICIPATION AGREEMENT

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND/HEALTH AND WELFARE FUND
8377 WEST HIGGINS ROAD
ROSEMONT, ILLINOIS 60018-4938
PHONE: (847) 518-9800

THIS AGREEMENT sets forth the terms under which the Employer will participate in the Central States, Southeast and Southwest Areas Pension Fund ("Pension Fund") and/or the Central States, Southeast and Southwest Areas Health and Welfare Fund ("Health and Welfare Fund") in accordance with its collective bargaining agreement with the Union covering the job classification(s) of: ___ and any other job classification covered by the collective bargaining agreement.

1. The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health and Welfare Fund, all rules and regulations presently in effect or subsequently adopted by the Trustees of the Fund(s) and accepted by the respective Employer and Employee Trustees and their successors.

2. The Employer shall contribute to the Pension Fund $5.20 per week/hour (choose one) (the "Contribution Period") for each Covered Employee at the following rates:

   Effective Date: January 1, 2008  Rate: $5.20 per hour worked
   Effective Date: ___________________ Rate: ___________________
   Effective Date: ___________________ Rate: ___________________
   Effective Date: ___________________ Rate: ___________________
   Effective Date: ___________________ Rate: ___________________

3. The Employer shall contribute to the Health and Welfare Fund per week/hour (choose one) (the "Contribution Period") for each Covered Employee at the following rates:

   Effective Date: ___________________ Rate: ___________________
   Effective Date: ___________________ Rate: ___________________
   Effective Date: ___________________ Rate: ___________________
   Effective Date: ___________________ Rate: ___________________

4. Contribution rates changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the period when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to the execution of a new collective bargaining agreement or the termination of this Agreement, shall be the rates in effect on the last day of the terminated collective bargaining agreement. Health and Welfare contribution rate changes after the last effective date shall be determined by the Board of Trustees in order to maintain the same level of benefits. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.

5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement and during a strike except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until either a) the Trustees decide to terminate the Agreement and provide written notice of their decision to the Employer or b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s) Contracts Department at the address specified above sent by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute. In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund.

6. When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s) Contracts Department at the address specified above sent by certified mail with return receipt requested which describes the reasons why the Employer is no longer obligated to contribute. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall alone remain enforceable.

7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e. short term employees who work for uncertain or irregular duration). Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).
8. The Employer agrees to remit contributions on behalf of each Covered Employee who receives or is entitled to receive, compensation for any part of the contribution period (regardless of whether the employment relationship is terminated), including show up time pay, overtime pay, holiday pay, disability or illness pay, layoff/severance pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance/arbitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-employed service member or former service member but for his or her absence during a period of uniformed service as defined at 10 C.F.R. §104.3.

9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a delinquency, the Employer shall be obligated to pay interest on the monies due to the Fund(s) from the date when payment was due, to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), including but not limited to, attorneys' fees and costs and b) at the option of the Trustees or their delegated representative, the payment of contributions that accrue after the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar period (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered workforce on time, the Employer must pay the contributions billed by the Health and Welfare Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.

10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If litigation is required to either obtain access to the Employer's records or to collect additional amounts that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).

11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement.

12. The Employer acknowledges that it is aware of the Fund(s) adverse selection rules (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rules.

13. This Agreement shall be construed in accordance with the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to collect audits, the Illinois ten year statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's liability.

14. This Agreement may not be orally modified or terminated. To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.

IN WITNESS WHEREOF, said Employer and Union have caused this Instrument to be executed by their duly authorized representatives, the day and year first above written.

Redacted by U.S. Department of the Treasury

Date

1315 N. North Branch St
Chicago, IL 60642

Complete Address of Employer

312.274.9900 312.274.9901

Telephone Number

Fax Number

36 - 299.4871

Federal Employer Number

If the Employer is signatory to a National or Group Contract, Indicate the name of such Contract:

Is the Employer a non-metropolitan construction company working on a project or on a seasonal basis: Yes / No
PARTICIPATION AGREEMENT

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS
PENSION FUND/HEALTH AND WELFARE FUND
9377 WEST HIGGINS ROAD
ROSEMONT, ILLINOIS 60018-4938
PHONE: (847) 518-9800

ACCOUNT NUMBER: 1613800-0106-00200-A

RECEIVED
JUN 03 2015
CONTRACT
DEPARTMENT

THIS AGREEMENT sets forth the terms under which the Employer will participate in the Central States, Southeast and Southwest Areas Pension Fund ("Pension Fund") and/or the Central States, Southeast and Southwest Areas Health and Welfare Fund ("Health and Welfare Fund") in accordance with its collective bargaining agreement with the Union covering the following job classification(s):

and any other job classification covered by the collective bargaining agreement.

1. The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health and Welfare Fund and all amendments subsequently adopted as well as all rules and regulations presently in effect or subsequently adopted by the Trustees of the Fund(s) and accept the respective Employer and Employee Trustees and their successors.

2. The Employer shall contribute to the Pension Fund for each Covered Employee at the following rates:

   Effective Date: 06/01/2015          Rate: $290.60 / week
   Effective Date: 06/01/2016          Rate: $302.00 / week
   Effective Date:                      Rate: 
   Effective Date:                      Rate: 
   Effective Date:                      Rate: 

3. The Employer shall contribute to the Health and Welfare Fund for each Covered Employee at the following rates:

   Effective Date: 06/01/2015          Rate: 
   Effective Date:                      Rate: 
   Effective Date:                      Rate: 
   Effective Date:                      Rate: 
   Effective Date:                      Rate: 

4. Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the periods when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to either the execution of a new collective bargaining agreement or the termination of this Agreement, shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.

5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate unless a) the Trustees decide to terminate the participation of the Employer and provide written notice of their decision to the Employer specifying the date of termination of participation or b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s)' Contracts Department at the address specified above sent by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute or c) the date the NLRB certifies the result of an election that terminates the Union's representative status or d) the date the Union's representative status terminates through a valid disclaimer of interest. In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund. In the event an NLRB election or disclaimer of interest referred to in c) or d) relates to only part of the bargaining unit, this Agreement shall remain in effect with respect to the remainder of the bargaining unit.
6. When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s)' Contracts Department by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall alone remain enforceable. The following agreements shall not be valid: a) an agreement that purports to retroactively eliminate or reduce the Employer's statutory or contractual duty to contribute to the Fund(s); b) an agreement that purports to prospectively reduce the contribution rate payable to the Pension Fund or c) an agreement that purports to prospectively eliminate the duty to contribute to the Pension Fund during the stated term of a collective bargaining agreement that has been accepted by the Pension Fund.

7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e. short term employees who work for uncertain or irregular duration) except a casual employee shall not be a Covered Employee with respect to the Health and Welfare Fund if the collective bargaining agreement explicitly excludes casual employees from participation in the Health and Welfare Fund. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).

8. The Employer agrees to remit contributions on behalf of each Covered Employee for any period he/she receives, or is entitled to receive, compensation (regardless of whether the employment relationship is terminated), including such sum time pay, overtime pay, holiday pay, disability or illness pay, layoff/seniority pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance/arbitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-employed service member or former service member but for his or her absence during a period of uniformed service as defined at 32 C.F.R. §104.3.

9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employees workforce (including, but not limited to new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a delinquency, a) the Employer shall be obligated to pay interest on the monies due to the Fund(s) from the date when payment was due to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), including, but not limited to, attorneys' fees and costs and b) at the option of the Trustees or their delegated representative, the payment of contributions that accrue after the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report any changes in the covered workforce on time, the Employer must pay the contributions billed by the Health and Welfare Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.

10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If litigation is required to either obtain access to the Employer's records or to collect additional billings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).

11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement.

12. The Employer acknowledges that it is aware of the Fund(s) adverse selection rule (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.

13. This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Illinois ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's liability.

14. This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.
IN WITNESS WHEREOF, said Employer and Union have caused this instrument to be executed by their duly authorized representatives and the signature of each be hereunto annexed.

Printed Name and Title

Date

Local Union No. 200

Printed Name and Title

Date

Full Address of Employer

Telephone Number

Fax Number

Federal Employer Identification Number

If the Employer is signatory to a National or Group Contract, indicate the name of such Contract:

Is the Employer an itinerant construction company working on a project or on a seasonal basis? Yes ______ No ______

JUNE 03 2015

CONTRACT DEPARTMENT
PARTICIPATION AGREEMENT

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND/HEALTH AND WELFARE FUND
5977 WEST HIGGINS ROAD
ROSEMONT, ILLINOIS 60018-4938
PHONE: (847) 518-9800

ACCOUNT NUMBER: 1528004-0102-004499

THIS AGREEMENT sets forth the terms under which the Employer will participate in the Central States, Southeast and Southwest Areas Pension Fund ("Pension Fund") and the Central States, Southeast and Southwest Areas Health and Welfare Fund ("Health and Welfare Fund") in accordance with its collective bargaining agreement with the Union covering the following job classification(s): Truck Drivers.

and any other job classification covered by the collective bargaining agreement.

1. The Union and Employee agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health and Welfare Fund and all amendments subsequently adopted as well as all rules and regulations presently in effect or subsequently adopted by the Trustees of the Fund(s) and accept the respective Employer and Employee Trustees and their successors.

2. The Employer shall contribute to the Pension Fund for each Covered Employee at the following rates:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>June 30, 2013</td>
<td>$295.00</td>
</tr>
<tr>
<td>June 29, 2014</td>
<td>$313.60</td>
</tr>
<tr>
<td>June 29, 2015</td>
<td>$332.60</td>
</tr>
<tr>
<td>July 2, 2016</td>
<td>$338.00</td>
</tr>
<tr>
<td>July 2, 2017</td>
<td>$338.00</td>
</tr>
</tbody>
</table>

3. The Employer shall contribute to the Health and Welfare Fund for each Covered Employee at the following rates:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>N/A</td>
<td></td>
</tr>
</tbody>
</table>

4. Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an inter-agreement establishing contribution rates during the periods when a new collective bargaining agreement is being negotiated. In the absence of an inter-agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to either the execution of a new collective bargaining agreement or the termination of this Agreement, shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate or becomes less than the then published rate for the applicable benefit plan or class.

5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until a) the Trustees decide to terminate the participation of the Employer and provide written notice of their decision to the Employer specifying the date of termination of participation or b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s) Contracts Department at the address specified above sent by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute c) the date the NLRB certifies the result of an election that eliminates the Union's representative status or d) the date the Union representative status terminates through a valid disclaimer of interest. In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund. In the event an NLRB election or disclaimer of interest referred to in c) or d) relates to only part of the bargaining unit, this Agreement shall remain in effect with respect to the remainder of the bargaining unit.

37.10.353
6. When a new collective bargaining agreement is signed by the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s) Contracts Department by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustee(s) or the Agreement and the written agreement(s) that has been submitted to the Fund(s) shall remain effective. The following agreements shall not be valid: a) an agreement that purports to retroactively to pay in addition to the Employer's statutory or contractual duty to contribute to the Fund(s); b) an agreement that purports to prospectively reduce the contribution rate payable to the Pension Fund or c) an agreement that purports to prospectively eliminate the duty to contribute to the Pension Fund during the stated term of a collective bargaining agreement that has been accepted by the Pension Fund.

7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement resulting contributions to the Fund(s) and includes casual employees (i.e. short term employees who work for uncertain or irregular duration except a casual employee shall not be a Covered Employee with respect to the Health and Welfare Fund if the collective bargaining agreement explicitly excludes casual employees from participation in the Health and Welfare Fund. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).

8. The Employer agrees to remit contributions on behalf of each Covered Employee for any period which he receives, or is entitled to receive, compensation (regardless of whether the employment relationship is terminated), including show up time, pay, overtime pay, holiday pay, disability or illness pay, layoff/vacation pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance/arbitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due on newly hired Covered Employees for a specific waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall be made to the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-employed service member for a period of uniformed service as defined in 32 C.F.R. §101.3.

9. Or on or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to, new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a deficiency, a) the Employer shall be obligated to pay interest on the monies due to the Fund(s) from the date when payment was due to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), b) including, but not limited to, attorneys' fees and costs and b) at the option of the Trustees or their delegates, representative, the payment of contributory or the interest rate after the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered workforce, the Employer must pay the contributions billed by the Health and Welfare Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.

10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If litigation is required to either obtain access to the Employer's records or to collect additional billings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys fees and costs incurred by the Fund(s).

11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to the Board of Trustees or to any grievance/arbitration procedure set forth in any collective bargaining agreement.

12. The Employer acknowledges that it is aware of the Fund(s) adverse selection rule (including Special Bulletin 90-70 and the agreement that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.

13. This Agreement shall be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Illinois ten year written consent statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's liability.

14. This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.
IN WITNESS WHEREOF, said Employer and Union have caused this Instrument to be executed by their duly authorized representatives, the day and year first above written.

Redacted by U.S. Department of the Treasury

Local Union No. 449

Redacted by U.S. Department of the Treasury

Date: 10/1/13

Date: 10/1/2013

RECEIVED

NOV 6 1 2013

CONTRACT

DEPARTMENT

If the Employer is signatory to a National or Group Contract, indicate the name of such Contract:

Is the Employer an Itinerant construction company working on a project or on a seasonal basis? Yes _____ No _____
PARTICIPATION AGREEMENT

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS
PENSION FUND/HEALTH AND WELFARE FUND
9377 WEST HIGGINS ROAD
ROSEMENT, ILLINOIS 60018-4938
PHONE: (847) 518-9800

ACCOUNT NUMBER: 1552300-0109-00404A

THIS AGREEMENT sets forth the terms under which the Employer will participate in the Central States, Southeast and Southwest Areas Pension Fund ("Pension Fund") and/or the Central States, Southeast and Southwest Areas Health and Welfare Fund ("Health and Welfare Fund") in accordance with its collective bargaining agreement with the Union covering the following job classification(s): ____________________________ and any other job classification covered by the collective bargaining agreement.

1. The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health and Welfare Fund and all amendments subsequently adopted as well as all rules and regulations presently in effect or subsequently adopted by the Trustees of the Fund(s) and accept the respective Employer and Employee Trustees and their successors.

2. The Employer shall contribute to the Pension Fund for each Covered Employee at the following rates:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>DECEMBER 29, 2013</td>
<td>$114.00</td>
</tr>
<tr>
<td>JANUARY 4, 2015</td>
<td>$120.80</td>
</tr>
<tr>
<td>JANUARY 3, 2016</td>
<td>$125.60</td>
</tr>
</tbody>
</table>

3. The Employer shall contribute to the Health and Welfare Fund for each Covered Employee at the following rates:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>N/A</td>
<td>N/A</td>
</tr>
</tbody>
</table>

4. Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the periods when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to either the execution of a new collective bargaining agreement or the termination of this Agreement, shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.

5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until: a) the Trustees decide to terminate the participation of the Employer and provide written notice of their decision to the Employer specifying the date of termination of participation or b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s)' Contracts Department at the address specified above sent by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute or c) the date the NLRB certifies the result of an election that terminates the Union's representative status or d) the date the Union's representative status terminates through a valid disclaimer of interest. In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund. In the event an NLRB election or disclaimer of interest referred to in c) or d) relates to only part of the bargaining unit, this Agreement shall remain in effect with respect to the remainder of the bargaining unit.

37.10.356
6. When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s)’ Contracts Department by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer’s contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall alone remain enforceable. The following agreements shall not be valid: (a) an agreement that purports to retroactively eliminate or reduce the Employer’s statutory or contractual duty to contribute to the Fund(s); or (b) an agreement that purports to prospectively reduce the contribution rate payable to the Pension Fund or (c) an agreement that purports to prospectively eliminate the duty to contribute to the Pension Fund during the stated term of a collective bargaining agreement that has been accepted by the Pension Fund.

7. For purposes of this Agreement, the term “Covered Employee” shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e. short term employees who work for uncertain or irregular duration) except a casual employee shall not be a Covered Employee with respect to the Health and Welfare Fund if the collective bargaining agreement explicitly excludes casual employees from participation in the Health and Welfare Fund. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).

8. The Employer agrees to remit contributions on behalf of each Covered Employee for any period he/she received or is entitled to receive, compensation (regardless of whether the employment relationship is terminated), including show up time pay, overtime pay, holiday pay, disability or illness pay, layoff/severance pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance/arbitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-employed service member or former service member but for his or her absence during a period of uniformed service as defined at 32 C.F.R. §104.3.

9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a delinquency, a) the Employer shall be obligated to pay interest on the monies due to the Fund(s) from the date when payment was due to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), including, but not limited to, attorneys’ fees and costs and b) at the option of the Trustees or their legal representative, the payment of contributions that accrue after the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered workforce on time, the Employer must pay the contributions billed by the Health and Welfare Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.

10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If litigation is required to either obtain access to the Employer’s records or to collect additional billings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys’ fees and costs incurred by the Fund(s).

11. The Trustees shall not be required to submit any dispute concerning the Employer’s obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement.

12. The Employer acknowledges that it is aware of the Fund(s)’ adverse selection rule (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.

13. This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Illinois ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer’s liability.

14. This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.
IN WITNESS WHEREOF, said Employer and Union have caused this instrument to be executed by their duly authorized representatives, the day and year first above written.

CITY OF HANCOCK

Local Union No. 406

Date 12-19-13

Redacted by U.S. Department of the Treasury

Date 12-26-13

Redacted by U.S. Department of the Treasury

399 QUINCY STREET, HANCOCK, MI 49930

Complete Address of Employer

906-482-1121 906-482-7910

Telephone Number Fax Number

386004557

Federal Employer Identification Number

If the Employer is signatory to a National or Group Contract, indicate the name of such Contract:

Is the Employer an itinerant construction company working on a project or on a seasonal basis? Yes _____ No X _____

RECEIVED

JAN 02 2014

CONTRACT DEPARTMENT
WISCONSIN MUNICIPALITIES
PARTICIPATION AGREEMENT

BARGAINING UNIT EMPLOYEES
ACCOUNT NUMBER: 1557800-0108-00662-A

THIS AGREEMENT between the Employer and the Central States, Southeast and Southwest Areas Health and Welfare Fund ("Health and Welfare Fund") sets forth the terms under which the Employer will participate in the Health and Welfare Fund on behalf of Employees covered by its collective bargaining agreement with a Local Union affiliated with the International Brotherhood of Teamsters (the "Union") covering the following job classification(s):

and any other job classification covered by the collective bargaining agreement.

1. The Employer agrees to be bound by the Trust Agreement of the Health and Welfare Fund and all amendments subsequently adopted as well as all rules and regulations presently in effect or subsequently adopted by the Trustees of the Health and Welfare Fund and accepts the respective Employer and Employee Trustees and their successors.

2. The Employer shall contribute to the Health and Welfare Fund for each Employee at the following weekly rates:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>12/28/14</td>
<td>$347.70</td>
</tr>
</tbody>
</table>

Plan C6

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>12/28/14</td>
<td>$153.70</td>
</tr>
</tbody>
</table>

Class 16 Pension

3. The contribution rate beginning twelve months after the last Effective Date set forth in paragraphs 2 shall be the rate determined by the Trustees to maintain the existing benefit plan and such rate changes shall be incorporated into this Agreement.

4. This Agreement and the Employer's obligation to pay contributions shall continue in effect until three years after the initial "Effective Date" set forth in paragraph 2 and will continue thereafter for three year terms absent a written notice of termination served by certified mail (return receipt requested) that is mailed at least 60 days before the initial termination date or extended termination date. Any notice directed to the Health and Welfare Fund shall be sent to the above address and shall be directed to the Contracts Department. Any notice to the Employer shall be sent to the address set forth below or the address to which monthly contribution bills are sent. Notwithstanding the foregoing, this Participation Agreement shall terminate a) on the date selected by the Trustees in the event they decide to terminate participation under Article IV, Section 20 of the Trust Agreement because they determine that this Agreement is unlawful and/or inconsistent with any rule or requirement for participation by Employers in the Fund and/or that the Employer is engaged in one or more practices or arrangements that threaten to cause economic harm to, and/or impairment of the actuarial soundness of the Fund, or b) the date of the certification of the result of an election that
terminates the Union's status as representative of the Employees, or c) the date the Union's representative status terminates through a valid disclaimer of interest. In the event an election certification or disclaimer of interest referred to in b) or c) relates to only part of the bargaining unit, this Agreement shall remain in effect with respect to the remainder of the bargaining unit.

5. For purposes of this Agreement, the term "Employee" shall mean any full-time employee performing work in a classification covered by a collective bargaining agreement between the Employer and the Union or represented by the Union. Temporary and casual (i.e. short term employees who work for uncertain or irregular duration) are excluded. Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Health and Welfare Fund.

6. The Employer agrees to remit contributions on behalf of each Employee for any period he/she receives, or is entitled to receive, compensation (regardless of whether the employment relationship is terminated), including show up time pay, overtime pay, holiday pay, disability or illness pay, layoff/severance pay, vacation pay or the payment of wages which are the result of any Labor Relations Board proceeding, grievance/arbitration proceeding or other legal proceeding or settlement.

7. On or before the 15th day of each month, the Employer must report to the Health and Welfare Fund any change in the Employee workforce (including, but not limited to new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a delinquency, a) the Employer shall be obligated to pay interest on the monies due to the Health and Welfare Fund from the date when payment was due to the date when the payment is made, together with all expenses of collection incurred by the Health and Welfare Fund, including, but not limited to, attorneys' fees and costs and b) at the option of the Trustees or their delegated representative, the payment of contributions that accrue after the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered workforce on time, the Employer must pay the contributions billed by the Health and Welfare Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.

8. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Health and Welfare Fund. If litigation is required to either obtain access to the Employer's records or to collect additional billings that result from the review of the records, all costs incurred by the Health and Welfare Fund in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Health and Welfare Fund.

9. The Employer acknowledges that it is aware of the Health and Welfare Fund's adverse selection rule and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.

10. This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Illinois ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Health and Welfare Fund receive actual written notice of the existence of the Employer's liability.
IN WITNESS WHEREOF, said Employer and the Health and Welfare Fund have caused this Instrument to be executed by their duly authorized representatives, the day and year first above written.

CITY OF PESHTIGO

Printed Name and Title

August 15, 2014

Date

331 French St., Ste. A Peshtigo, WI 54157-1219

Complete Address of Employer

(715) 582-3041 (715) 582-4322

Telephone Number Fax Number

Central States Southeast and Southwest Areas Pension Fund and Central States Southwest Area

Redacted by U.S. Department of the Treasury

3/22/14

Date

RECEIVED

AUG 19 2014

CONTRACT DEPARTMENT
PARTICIPATION AGREEMENT
CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION AND HEALTH AND WELFARE FUND
9377 WEST WIGGINS ROAD
ROSEFIELD, ILLINOIS 60018-4938
PHONE (847) 518-9800

This Agreement sets forth the terms under which the Employer will participate in the Central States, Southeast and Southwestern Areas Pension Fund ("Pension Fund") and the Central States, Southeast and Southwestern Areas Health and Welfare Fund ("Health and Welfare Fund") in accordance with its collective bargaining agreement with the Union covering the following job classification(s): Line Drivers, Line Trucker, Trucker Drivers, and any other job classification covered by the collective bargaining agreement and the Agreement Between the Health and Welfare Fund and the Central Conference of Teamsters and Employers Welfare Fund both of which are incorporated herein.

1. The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health and Welfare Fund, all rules and regulations presently in effect or subsequently adopted by the Trustees of the Fund(s) and shall accept the respective Employer and Employee Trustees and their successors.

2. The Employer shall contribute to the Pension Fund for each Covered Employee at the following rates:
   
   Effective Date: 5/01/06
   Rate: $102.70 per week

   Effective Date: 5/01/07
   Rate: $122.70 per week

   Effective Date: 5/01/08
   Rate: $142.00 per week

   Effective Date: 5/01/09
   Rate: $162.50 per week


3. The Employer shall contribute to the Health and Welfare Fund for each Covered Employee at the following rates:

   Effective Date: 5/01/06
   Rate: $12.50 per hour

   Effective Date: 5/01/07
   Rate: $12.70 per hour

   Effective Date: 5/01/08
   Rate: $12.90 per hour

   Effective Date: 5/01/09
   Rate: $13.90 per hour

4. Contribution rate changes are to be effective within thirty (30) days after the Effective Date set forth in paragraphs 2 and 3 and determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute a written agreement establishing contribution rates during the period when a new collective bargaining agreement is being negotiated. In the absence of an internal agreement, the contribution rate required to be paid shall be paid after the date of termination of a collective bargaining agreement and prior to the effective date of the new collective bargaining agreement or the termination of this Agreement shall be in effect on the effective date of the new collective bargaining agreement. However, the Trustees reserve the right to raise benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan of the Fund.

5. This Agreement and the obligation to pay contributions to the Fund(s) will continue in effect for a period of five (5) years and thereafter until terminated in accordance with any agreement or collective bargaining agreement or, if the Agreement has lapsed, in accordance with the provisions of the Pension Fund Agreement at the time the Agreement is terminated. The contribution rates shall be subject to adjustment in accordance with the provisions of the Agreement.

6. In the event of any dispute or controversy arising between the Parties hereto the same shall be submitted to the Trustees for final determination.

7. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

8. This Agreement is further subject to the approval of the Trustees of the Fund(s) and the appropriate bargaining unit.

9. This Agreement shall become effective as of the date hereof and shall continue in effect for a period of five (5) years and thereafter until terminated in accordance with the provisions of the Agreement.

RECEIVED
SEP 3 5 NO

37.10.362
7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e., a unit employees who work for uncertain or irregular duration) except a casual employee shall not be a Covered Employee with respect to the Health and Welfare Fund if the collective bargaining agreement expressly excludes casual employees from participation in the Health and Welfare Fund. Covered Employee shall not include any person employed in a managerial, or supervisory capacity of any person employed for the principal purpose of obtaining benefits from the Fund(s).

8. The Employer agrees to remit contributions on behalf of each Covered Employee for any period in which the employee receives, or is entitled to receive, compensation (regardless of whether the employment relationship is terminated), including any paid time off, including holiday pay, annual or sick leave, paid time off, paid vacation, or any other compensation, pursuant to the applicable collective bargaining agreement or union contract. Contributions shall be due to the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that are due on any Covered Employee who is a member-employee or a member of a service group, but for whom absence during a period of uniformed service is defined as in C.F.R. \S 514.3.

9. On or before the fifth day of each month, the Employer must submit to the Fund(s) any change in the Covered Employee's voluntary deductions, or any change in any individual's voluntary contributions, which occurs during the prior month and must also pay all contributions owed for the prior month. If the Employer fails to submit any change in the Covered Employee's voluntary deductions or any change in any individual's voluntary contributions, the monthly contribution for each Covered Employee shall remain the same as the monthly contribution for the previous month. If the Employer fails to submit any change in the Covered Employee's voluntary deductions or any change in any individual's voluntary contributions, the monthly contribution for each Covered Employee shall remain the same as the monthly contribution for the previous month. If the Employer fails to submit any change in the Covered Employee's voluntary deductions or any change in any individual's voluntary contributions, the monthly contribution for each Covered Employee shall remain the same as the monthly contribution for the previous month. If the Employer fails to submit any change in the Covered Employee's voluntary deductions or any change in any individual's voluntary contributions, the monthly contribution for each Covered Employee shall remain the same as the monthly contribution for the previous month. If the Employer fails to submit any change in the Covered Employee's voluntary deductions or any change in any individual's voluntary contributions, the monthly contribution for each Covered Employee shall remain the same as the monthly contribution for the previous month.

10. The Employer shall also provide the Trustee with access to its payroll records and other pertinent records when requested by the Fund(s). If an investigation is required to be made by the Employer, the Trustee or the Trustee's representative, the Employer shall cooperate with the Trustee or the Trustee's representative, and shall provide all information and assistance necessary for the Trustee to conduct the investigation. If the Employer fails to provide the required information and assistance, the Trustee may take such action as necessary to obtain the information and assistance from the Employer, including but not limited to, legal action to obtain the information and assistance.

11. The Trustee shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance or arbitration procedure set forth in any collective bargaining agreement.

12. The Employer acknowledges that it is aware of the Fund(s) adverse selection rule (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, the parties maintain any agreement or engage in any practice that violates the adverse selection rule.

13. The Agreement shall be executed in accordance with the laws of the State of Illinois. All disputes arising under this Agreement shall be determined in accordance with the laws of the State of Illinois. All disputes arising under this Agreement shall be determined in accordance with the laws of the State of Illinois. All disputes arising under this Agreement shall be determined in accordance with the laws of the State of Illinois. All disputes arising under this Agreement shall be determined in accordance with the laws of the State of Illinois.

14. This Agreement may be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, the Participation Agreement shall control.

IN WITNESS WHEREOF, the Employer and the Union have executed this instrument to be executed by their duly authorized representatives, the day and year first above written.

[Redacted by U.S. Department of the Treasury]

[Redacted by U.S. Department of the Treasury]
PARTICIPATION AGREEMENT

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS
PENSION FUND/HEALTH AND WELFARE FUND
9377 WEST HIGGINS ROAD
ROSEMONT, ILLINOIS 60018-4938
PHONE: (847) 518-9800

ACCOUNT NUMBER: 1755700-0102-00247B

THIS AGREEMENT sets forth the terms under which the Employer will participate in the Central States, Southeast and Southwest Areas Pension Fund ("Pension Fund") and/or the Central States, Southeast and Southwest Areas Health and Welfare Fund ("Health and Welfare Fund") in accordance with its collective bargaining agreement with the Union covering the following job classification(s):

and any other job classification covered by the collective bargaining agreement.

1. The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health and Welfare Fund and all amendments subsequently adopted as well as all rules and regulations presently in effect or subsequently adopted by the Trustees of the Fund(s) and accept the respective Employer and Employee Trustees and their successors.

2. The Employer shall contribute to the Pension Fund for each Covered Employee at the following rates:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>6/1/11</td>
<td>$168.70 per week</td>
</tr>
<tr>
<td>6/1/12</td>
<td>$182.20 per week</td>
</tr>
<tr>
<td>6/1/13</td>
<td>$193.10 per week</td>
</tr>
<tr>
<td>6/1/14</td>
<td>$204.70 per week</td>
</tr>
</tbody>
</table>

3. The Employer shall contribute to the Health and Welfare Fund for each Covered Employee at the following rates:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

4. Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the periods when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to either the execution of a new collective bargaining agreement or the termination of this Agreement, shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.

5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until a) the Trustees decide to terminate the participation of the Employer and provide written notice of their decision to the Employer specifying the date of termination of participation or b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s)' Contracts Department at the address specified above sent by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute or c) the date the NLRB certifies the result of an election that terminates the Union's representative status or d) the date the Union's representative status terminates through a valid disclaimer of interest. In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund. In the event an NLRB election or disclaimer of interest referred to in c) or d) relates to only part of the bargaining unit, this Agreement shall remain in effect with respect to the remainder of the bargaining unit.

37.10.364

-1-
6. When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s)' Contracts Department by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall alone remain enforceable. The following agreements shall not be valid: a) an agreement that purports to retroactively eliminate or reduce the Employer's statutory or contractual duty to contribute to the Fund(s); b) an agreement that purports to prospectively reduce the contribution rate payable to the Pension Fund or c) an agreement that purports to prospectively eliminate the duty to contribute to the Pension Fund during the stated term of a collective bargaining agreement that has been accepted by the Pension Fund.

7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e. short term employees who work for uncertain or irregular duration) except a casual employee shall not be a Covered Employee with respect to the Health and Welfare Fund if the collective bargaining agreement explicitly excludes casual employees from participation in the Health and Welfare Fund. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).

8. The Employer agrees to remit contributions on behalf of each Covered Employee for any period he/she receives, or is entitled to receive, compensation (regardless of whether the employment relationship is terminated), including show up time pay, overtime pay, holiday pay, disability or illness pay, layoff/severance pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance/arbitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due on newly hired Covered Employees for a specified period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-employed service member or former service member for his or her absence during a period of uniformed service as defined at 32 C.F.R. §104.3.

9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a delinquency, a) the Employer shall be obligated to pay interest on the monies due to the Fund(s) from the date when payment was due to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), including, but not limited to, attorneys' fees and costs and b) at the option of the Trustees or their delegated representative, the payment of contributions that accrue after the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered workforce on time, the Employer must pay the contributions billed by the Health and Welfare Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.

10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If litigation is required to either obtain access to the Employer's records or to collect additional billings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).

11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement.

12. The Employer acknowledges that it is aware of the Fund(s)' adverse selection rule (including Special Bulletin 90 7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.

13. This Agreement shall be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Illinois ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's liability.

14. This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.
IN WITNESS WHEREOF, said Employer and Union have caused this Instrument to be executed by their duly authorized representatives, the day and year first above written.

H. L. Claey's & Company

Redacted by U.S. Department of the Treasury

Printed Name and Title

10-3-2011

Date

31239 Mound Road

Warren, MI 48092

Complete Address of Employer

(586) 264-2561 (586) 264-4250

Telephone Number Fax Number

38-0424170

Federal Employer Identification Number

If the Employer is signatory to a National or Group Contract, indicate the name of such Contract:

N/A

Is the Employer an itinerant construction company working on a project or on a seasonal basis? Yes No

Local Union No. 247

Redacted by U.S. Department of the Treasury

Printed Name and Title

9-29-11

Date

RECEIVED

OCT 11 2011

CONTRACT

DEPARTMENT
PARTICIPATION AGREEMENT

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND/HEALTH AND WELFARE FUND
9377 WEST HIGGINS ROAD
ROSEMONT, ILLINOIS 60018-4936
PHONE: (847) 518-9800
ACCOUNT NUMBER: 1577100-0107-00245A

THIS AGREEMENT sets forth the terms under which the Employer will participate in the Central States, Southeast and Southwest Areas Pension Fund ("Pension Fund") and/or the Central States, Southeast and Southwest Areas Health and Welfare Fund ("Health and Welfare Fund") in accordance with its collective bargaining agreement with the Union covering the following job classification(s): WAREHOUSEMEN AND PRODUCTION EMPLOYEES and any other job classification covered by the collective bargaining agreement.

1. The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health and Welfare Fund and all amendments subsequently adopted as well as all rules and regulations presently in effect or subsequently adopted by the Trustees of the Fund(s) and accept the respective Employer and Employee Trustees and their successors.

2. The Employer shall contribute to the Pension Fund for each Covered Employee at the following rates:

   Effective Date: 08-17-2011  Rate: $126.50
   Effective Date: 09-17-2012  Rate: $132.60
   Effective Date: 09-16-2013  Rate: $136.10
   Effective Date: 08-15-2014  Rate: $143.80
   Effective Date: 09-14-2015  Rate: $149.30
   Effective Date: 09-19-2016  Rate: $166.30

3. The Employer shall contribute to the Health and Welfare Fund for each Covered Employee at the following rates:

4. Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the period when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to the execution of a new collective bargaining agreement or the termination of this Agreement, shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.

5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until a) the Trustees decide to terminate the participation of the Employer and provide written notice of their decision to the Employer specifying the date of termination of participation or b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s)'s Contracts Department at the address specified above sent by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute or c) the data the NLRB certifies the result of an election that terminates the Union's representative status or d) the date the Union's representative status terminates through a valid disclaimer of interest. In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund. In event an NLRB election or disclaimer of interest referred to in c) or d) relates to only part of the bargaining unit, this Agreement shall remain in effect with respect to the remainder of the bargaining unit.

37.10.367
6. When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s) Contract Department by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer’s contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall alone remain enforceable. The following agreements shall not be valid: a) an agreement that purports to retroactively eliminate or reduce the Employer’s statutory or contractual duty to contribute to the Fund(s); b) an agreement that purports to prospectively reduce the contribution rate payable to the Pension Fund or c) an agreement that purports to prospectively eliminate the duty to contribute to the Pension Fund during the stated term of a collective bargaining agreement that has been accepted by the Pension Fund.

7. For purposes of this Agreement, the term “Covered Employee” shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e., short term employees who work for uncertain or irregular duration) except a casual employee shall not be a Covered Employee with respect to the Health and Welfare Fund if the collective bargaining agreement explicitly excludes casual employees from participation in the Health and Welfare Fund. Covered Employees shall not include any person employed in a managerial or supervisory capacity or any person engaged for the principal purpose of obtaining benefit from the Fund(s).

8. The Employer agrees to remit contributions on behalf of each Covered Employee for any period he/she receives, of is entitled to receive, compensation (regardless of whether the employment relationship is terminated), including all exempt from gross pay, overtime pay, holiday pay, sick leave, vacation pay, personal leave, or the result of any National Labor Relations Board proceeding, grievance arbitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall be due on newly hired Covered Employees for a specified waiting period, such contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-employed service member or former service member but for his or her absence during a period of unfunded service as defined at 22 C.F.R. § 104.3.

9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to, new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a delinquency, a) the Employer shall be obligated to pay interest on amounts due to the Fund(s) from the date when payment was due to the date when the payment is made together with all expenses of collection incurred by the Fund(s), including, but not limited to, attorneys’ fees and costs, and b) at the option of the Trustees or their delegated representative, the payment of contributions that are due after the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered workforce on time, the Employer must pay the contributions lost by the Health and Welfare Fund regardless of actual terminations, layoff of absence, layoffs or changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.

10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If litigation is required to either obtain access to the Employer’s records or to collect additional billing that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys’ fees and costs incurred by the Fund(s).

11. The Trustees shall not be required to submit any dispute concerning the Employer’s obligation to pay contributions to any grievance or arbitration procedure set forth in a collective bargaining agreement.

12. The Employer acknowledges that it is aware of the Fund(s)’ adverse selection rule (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.

13. This Agreement shall be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Illinois ten-year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations is applicable to unpaid contributions due at the Fund(s) to the extent that the Employer is entitled to receive actual written notice of the existence of the Employer’s liability.

14. This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.
IN WITNESS WHEREOF, said Employer and Union have caused this instrument to be executed by their duly authorized representatives, the day and year first above written.

ARCHIMICA, INC.

Redacted by U.S. Department of the Treasury

Redacted by U.S. Department of the Treasury

12 Jun 2012

2410 West Bennett Street Springfield, MO 65807

417-864-7291 417-864-3345

Telephone Number  Fax Number

51-0390470

Federal Employer Identification Number

If the Employer is signatory to a National or Group Contract, indicate the name of such Contract:

Is the Employer an itinerant construction company working on a project on a seasonal basis? Yes ___ No ___

JUL 11 2012

CONTRACT DEPARTMENT
PARTICIPATION AGREEMENT

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS
PENSION FUND/HEALTH AND WELFARE FUND
9377 WEST HIGGINS ROAD
ROSEMONT, ILLINOIS 60018-4938
PHONE: (847) 516-8900

THIS AGREEMENT sets forth the terms under which the Employer will participate in the Central States, Southeast and Southwest Areas Pension Fund ("Pension Fund") and the Central States, Southeast and Southwest Areas Health and Welfare Fund ("Health and Welfare Fund") in accordance with its collective bargaining agreement with the Union covering the following job classification(s): Drivers and any other job classification covered by the collective bargaining agreement.

1. The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and the Health and Welfare Fund and all amendments and supplements thereto as well as all rules and regulations presently in effect or subsequently adopted by the Trustees of the Fund(s) and accept the respective Employer and Employee Trustees and their successors.

2. The Employer shall contribute to the Pension Fund for each Covered Employee at the following rates:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>5/1/2010</td>
<td>36.00 per day</td>
</tr>
<tr>
<td>5/1/2011</td>
<td>38.20 per day</td>
</tr>
</tbody>
</table>

3. The Employer shall contribute to the Health and Welfare Fund for each Covered Employee at the following rates:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>5/1/2010</td>
<td>9.05 per hour</td>
</tr>
<tr>
<td>5/1/2011</td>
<td>9.05 per hour</td>
</tr>
</tbody>
</table>

4. Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing a contribution rate during the periods when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement shall be the rates in effect on the last day of the terminated collective bargaining agreement, however, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.

5. This Agreement and the obligation to pay contributions to the Fund(s) shall continue after the termination of a collective bargaining agreement except no contributions shall be due during a strike unless the Union and the Employer mutually agree to the contrary.

6. If a new collective bargaining agreement is concluded by the Employer and the Union to replace the collective bargaining agreement in effect at the time this Agreement is in effect, the Employer shall promptly submit the agreement to the Fund(s), and the Fund(s) shall take such action as may be necessary to effectuate the terms of the new agreement.

7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s). Covered Employee employees shall not include casual employees (i.e., short-term employees who work for uncertain or irregular duration) except as otherwise provided by the agreement. Covered Employee employees shall not include any person employed by the Employer as a result of participation in the Health and Welfare Fund. Covered Employee employees shall not include any person employed in a managerial or supervisory capacity or any person employed for any other purpose than the purposes for which the Fund(s) were established.
8. The Employer agrees to remit contributions on behalf of each Covered Employee for any period he/she received, is entitled to receive, compensation (regardless of whether the employment relationship is terminated), including show up time, overtime pay, hourly pay, disability or illness pay, layoff or involuntary pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance arbitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall be due on newly hired Covered Employees for a specific waiting period, no contributions shall be due until the Covered Employee completes the specific waiting period. If required by the applicable collective bargaining agreement, contributions shall be made to the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would otherwise have been paid on any Covered Employee who is a re-employed service member or former service member but for his or her absence during a period of uniformed service as defined at 32 C.F.R. §104.3.

9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee's workforce (including, but not limited to, new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month, in the event of a delinquency, a) the Employer shall be obligated to pay interest on the amounts due to the Fund(s) from the date when payment was due to the date when the payment is made, together with all expenses of collection incurred by the Fund(s) including, but not limited to, attorneys' fees and costs and b) at the option of the Trustees or their designated representatives, the payment of contributions that accrue after the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered workforce on time, the Employer must pay the contributions billed by the Health and Welfare Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.

10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If information is required to be obtainable access to the Employer's records or to collect additional billings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).

11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance arbitration procedure set forth in any collective bargaining agreement.

12. The Employer acknowledges that it is aware of the Fund(s)' adverse selection rule (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.

13. This Agreement shall be construed according to the laws of the United States of America. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Illinois ten-year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receives actual written notice of the existence of the Employer's liability.

14. This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.

IN WITNESS WHEREOF, said Employer and Union have caused this instrument to be executed by their duly authorized representatives, the day and year first above written.

Clevenger Contractors, Inc.

Redacted by U.S. Department of the Treasury

Date 8/10/10

355 Naples Rd, P.O. Box 19

Bluffs, IL 62911

Complete Address of Employer

7754.351

Telephone Number: 7754.3537

Fax Number: 371-120-780

Federal Employer Identification Number

If the Employer is a signatory to a National or Group Contract, indicate the name of such Contract

Articles of Construction

Is the Employer an itinerant construction company working on a project or on a seasonal basis: Yes X No

G:\Group\Forms\2010-06-11-Pé\Clevenger Participation Agreement.pdf

37.10.371
PARTICIPATION AGREEMENT

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND/HEALTH AND WELFARE FUND
9377 WEST HIGGINS ROAD
ROSEMONT, ILLINOIS 60018-4938
PHONE: (847) 518-9300

ACCOUNT NUMBER: 1636950-0108-00247A

RECEIVED
FEB 11 2014
CONTRACT DEPARTMENT

THIS AGREEMENT sets forth the terms under which the Employer will participate in the Central States, Southeast and Southwest Areas Pension Fund ("Pension Fund") and/or the Central States, Southeast and Southwest Areas Health and Welfare Fund ("Health and Welfare Fund") in accordance with its collective bargaining agreement with the Union covering the following job classification(s):

and any other job classification covered by the collective bargaining agreement.

1. The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health and Welfare Fund and all amendments subsequently adopted as well as all rules and regulations presently in effect or subsequently adopted by the Trustees of the Fund(s) and accept the respective Employer and Employee Trustees and their successors.

2. The Employer shall contribute to the Pension Fund for each Covered Employee at the following rates:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>8/1/12</td>
<td>$95.20</td>
</tr>
<tr>
<td>8/1/13</td>
<td>$99.00</td>
</tr>
<tr>
<td>8/1/14</td>
<td>$103.00</td>
</tr>
<tr>
<td>8/1/15</td>
<td>$107.10</td>
</tr>
<tr>
<td>8/1/16</td>
<td>$111.40</td>
</tr>
</tbody>
</table>

3. The Employer shall contribute to the Health and Welfare Fund for each Covered Employee at the following rates:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

4. Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the periods when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to either the execution of a new collective bargaining agreement or the termination of this Agreement, shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.

5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until a) the Trustees decide to terminate the participation of the Employer and provide written notice of their decision to the Employer specifying the date of termination of participation or b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s)' Contracts Department at the address specified above sent by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute or c) the date the NLRB certifies the result of an election that terminates the Union's representative status or d) the date the Union's representative status terminates through a valid disclaimer of interest. In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund. In the event an NLRB election or disclaimer of interest (referred to in c) or d) relates to only part of the bargaining unit, this Agreement shall remain in effect with respect to the remainder of the bargaining unit.
6. When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s) Contracts Department by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer’s contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall alone remain enforceable. The following agreements shall not be valid: a) an agreement that purports to retroactively eliminate or reduce the Employer’s statutory or contractual duty to contribute to the Fund(s); b) an agreement that purports to prospectively reduce the contribution rate payable to the Pension Fund or c) an agreement that purports to prospectively eliminate the duty to contribute to the Pension Fund during the stated term of a collective bargaining agreement that has been accepted by the Pension Fund.

7. For purposes of this Agreement, the term “Covered Employee” shall mean any full-time or part-time employee covered by a collective bargaining agreement making contributions to the Fund(s) and includes casual employees (i.e. short term employees who work for uncertain or irregular duration) except a casual employee shall not be a Covered Employee with respect to the Health and Welfare Fund if the collective bargaining agreement explicitly excludes casual employees from participation in the Health and Welfare Fund. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).

8. The Employer agrees to remit contributions on behalf of each Covered Employee for any period he/she receives, or is entitled to receive, compensation (regardless of whether the employment relationship is terminated), including show up time pay, overtime pay, holiday pay, disability or illness pay, layoff/severance pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance/arbitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the collective bargaining agreement, contributions shall be made to the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a reemployed service member of former service member but for his or her absence during a period of uniformed service as defined at 32 C.F.R. §104.3.

9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to new hires, layoffs and terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a delinquency, a) the Employer shall be obligated to pay interest on the monies due to the Fund(s) from the date when payment was due to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), including, but not limited to, attorneys’ fees and costs and b) at the option of the Trustees or their delegated representative, the payment of contributions that accrue after the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered workforce on time, the Employer must pay the contributions billed by the Health and Welfare Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.

10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If litigation is required to obtain access to the Employer's records or to collect additional billings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys’ fees and costs incurred by the Fund(s).

11. The Trustees shall not be required to submit any dispute concerning the Employer’s obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement.

12. The Employer acknowledges that it is aware of the Fund(s)’ adverse selection rule (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.

13. This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Illinois ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions unless such time as the Fund(s) receive actual written notice of the existence of the Employer’s liability.

14. This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.
IN WITNESS WHEREOF, said Employer and Union have caused this Instrument to be executed by their duly authorized representatives, the day and year first above written.

Co-Fright, Inc.

Redacted by U.S. Department of the Treasury

Printed Name and Title

Date

20501 Goddard Rd.

Taylor, MI 48180

Complete Address of Employer

(313) 287-2070

Telephone Number   Fax Number

Local Union No. 247

Redacted by U.S. Department of the Treasury

Printed Name and Title

Date  1-29-14

Federal Employer Identification Number

If the Employer is signatory to a National or Group Contract, indicate the name of such Contract:

Is the Employer an itinerant construction company working on a project or on a seasonal basis?  Yes ___ No X __

RECEIVED

FEB 11 2014

CONTRACT DEPARTMENT
PARTICIPATION AGREEMENT

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS
PENSION FUND/HEALTH AND WELFARE FUND
9377 WEST HIGGINS ROAD
ROSEMONT, ILLINOIS 60018-4938
PHONE: (847) 518-9800

ACCOUNT NUMBER: 1637000-0100-00247A

This Agreement sets forth the terms under which the Employer will participate in the Central States, Southeast and Southwest Areas Pension Fund ("Pension Fund") and/or the Central States, Southeast and Southwest Areas Health and Welfare Fund ("Health and Welfare Fund") in accordance with its collective bargaining agreement with the Union covering the following job classification(s):

and any other job classification covered by the collective bargaining agreement.

1. The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health and Welfare Fund and all amendments subsequently adopted as well as all rules and regulations presently in effect or subsequently adopted by the Trustees of the Fund(s) and accept the respective Employer and Employee Trustees and their successors.

2. The Employer shall contribute to the Pension Fund for each Covered Employee at the following rates:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>12/1/12</td>
<td>$109.50</td>
</tr>
<tr>
<td>11/21/13</td>
<td>$111.80</td>
</tr>
<tr>
<td>1/21/14</td>
<td>$116.30</td>
</tr>
<tr>
<td>11/21/15</td>
<td>$121.00</td>
</tr>
<tr>
<td>11/21/16</td>
<td>$125.60</td>
</tr>
</tbody>
</table>

3. The Employer shall contribute to the Health and Welfare Fund for each Covered Employee at the following rates:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

4. Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the periods when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to either the execution of a new collective bargaining agreement or the termination of this Agreement, shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.

5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until a) the Trustees decide to terminate the participation of the Employer and provide written notice of their decision to the Employer specifying the date of termination of participation or b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s)' Contracts Department at the address specified above sent by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute or c) the date the NLRB certifies the result of an election that terminates the Union's representative status or d) the date the Union's representative status terminates through a valid disclaimer of interest. In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund. In the event an NLRB election or disclaimer of interest referred to in c) or d) relates to only part of the bargaining unit, this Agreement shall remain in effect with respect to the remainder of the bargaining unit.
6. When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s) Contracts Department by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall remain enforceable. The following agreements shall not be valid: a) an agreement that purports to retroactively eliminate or reduce the Employer's statutory or contractual duty to contribute to the Fund(s); b) an agreement that purports to prospectively reduce the contribution rate payable to the Pension Fund or c) an agreement that purports to prospectively eliminate the duty to contribute to the Pension Fund during the stated term of a collective bargaining agreement that has been accepted by the Pension Fund.

7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e. short term employees who work for uncertain or irregular duration) except a casual employee shall not be a Covered Employee with respect to the Health and Welfare Fund if the collective bargaining agreement explicitly excludes casual employees from participation in the Health and Welfare Fund. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).

8. The Employer agrees to remit contributions on behalf of each Covered Employee for any period he/she receives, or is entitled to receive, compensation (regardless of whether the employment relationship is terminated), including show up time, pay, overtime pay, holiday pay, disability or illness pay, layoff/severance pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance/arbitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-employed service member or former service member but for his or her absence during a period of uniformed service as defined at 32 C.F.R. §104.3.

9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a delinquency, a) the Employer shall be obligated to pay interest on the monies due to the Fund(s) from the date when payment was due to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), including, but not limited to, attorneys' fees and costs and b) at the option of the Trustees or their delegated representative, the payment of contributions that accrue after the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered workforce on time, the Employer must pay the contributions billed by the Health and Welfare Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.

10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If litigation is required to either obtain access to the Employer's records or to collect additional billings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).

11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement.

12. The Employer acknowledges that it is aware of the Fund(s)' adverse selection rule (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.

13. This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Illinois ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's liability.

14. This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.
IN WITNESS WHEREOF, said Employer and Union have caused this instrument to be executed by their duly authorized representatives, the day and year first above written.

Co-Pipe Products, Inc.

Local Union No. 247

Redacted by U.S. Department of the Treasury

Printed Name and Title

Date

20501 Goddard Rd.

Taylor, MI 48180

Complete Address of Employer

(313) 287-2070

Telephone Number Fax Number

Federal Employer Identification Number

If the Employer is signatory to a National or Group Contract, indicate the name of such Contract:

Is the Employer an itinerant construction company working on a project or on a seasonal basis? Yes _____ No X

RECEIVED

FEB 12 2014

CONTRACT DEPARTMENT
PARTICIPATION AGREEMENT
CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS
PENSION FUND/HEALTH AND WELFARE FUND
9377 WEST HIGGINS ROAD
ROSEMONT, ILLINOIS 60018-4938
PHONE: (847) 518-9800

ACCOUNT NUMBER: 1659300-0307-00243A

THIS AGREEMENT sets forth the terms under which the Employer will participate in the Central States, Southeast and Southwest Areas Pension Fund ("Pension Fund") and/or the Central States, Southeast and Southwest Areas Health and Welfare Fund ("Health and Welfare Fund") in accordance with its collective bargaining agreement with the Union covering the following job classification(s): Warehousemen, Drivers and Helpers

and any other job classification covered by the collective bargaining agreement.

1. The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health and Welfare Fund and all amendments subsequently adopted as well as all rules and regulations presently in effect or subsequently adopted by the Trustees of the Fund(s) and accept the respective Employer and Employee Trustees and their successors.

2. The Employer shall contribute to the Pension Fund for each Covered Employee at the following rates:

   Effective Date: June 1, 2015  Rate: $291.40
   Effective Date: June 1, 2016  Rate: $303.10
   Effective Date: June 1, 2017  Rate: $315.20
   Effective Date: __________________  Rate: __________________
   Effective Date: __________________  Rate: __________________

3. The Employer shall contribute to the Health and Welfare Fund for each Covered Employee at the following rates:

   Effective Date: __________________  Rate: __________________
   Effective Date: __________________  Rate: __________________
   Effective Date: __________________  Rate: __________________
   Effective Date: __________________  Rate: __________________
   Effective Date: __________________  Rate: __________________

4. Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the periods when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to either the execution of a new collective bargaining agreement or the termination of this Agreement, shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.

5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer’s obligation to pay contributions shall not terminate until a) the Trustees decide to terminate the participation of the Employer and provide written notice of their decision to the Employer specifying the date of termination of participation or b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s) Contracts Department at the address specified above sent by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute or c) the date the NLRB certifies the result of an election that terminates the Union’s representative status or d) the date the Union’s representative status terminates through a valid disclaimer of interest. In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund. In the event an NLRB election or disclaimer of interest referred to in c) or d) relates to only part of the bargaining unit, this Agreement shall remain in effect with respect to the remainder of the bargaining unit.
6. When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s)' Contracts Department by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall alone remain enforceable. The following agreements shall not be valid: a) an agreement that purports to retroactively eliminate or reduce the Employer's statutory or contractual duty to contribute to the Fund(s), b) an agreement that purports to prospectively reduce the contribution rate payable to the Pension Fund or c) an agreement that purports to prospectively eliminate the duty to contribute to the Pension Fund during the stated term of a collective bargaining agreement that has been accepted by the Pension Fund.

7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e. short term employees who work for uncertain or irregular duration) except a casual employee shall not be a Covered Employee with respect to the Health and Welfare Fund if the collective bargaining agreement explicitly excludes casual employees from participation in the Health and Welfare Fund. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).

8. The Employer agrees to remit contributions on behalf of each Covered Employee for any period he/she receives, or is entitled to receive, compensation (regardless of whether the employment relationship is terminated), including show up time pay, overtime pay, holiday pay, disability or illness pay, layoff/severance pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance/arbitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-employed service member or former service member but for his or her absence during a period of uniformed service as defined at 32 C.F.R. §104.3.

9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a delinquency, a) the Employer shall be obligated to pay interest on the monies due to the Fund(s) from the date when payment was due to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), including, but not limited to, attorneys' fees and costs and b) at the option of the Trustees or their delegated representative, the payment of contributions that accrue after the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered workforce on time, the Employer must pay the contributions billed by the Health and Welfare Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.

10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If litigation is required to either obtain access to the Employer's records or to collect additional billings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).

11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement.

12. The Employer acknowledges that it is aware of the Fund(s)' adverse selection rule (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.

13. This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Illinois ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's liability.

14. This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.
IN WITNESS WHEREOF, said Employer and Union have caused this Instrument to be executed by their duly authorized representatives, the day and year first above written.

J.W. Cole and Sons

Redacted by U.S. Department of the Treasury

Printed Name and Title

6.3.15

Date

6500 Mt. Elliott,

Detroit, MI 48211

Complete Address of Employer

(313) 921-6200     (313) 921-0625

Telephone Number     Fax Number

38-1722-066

Federal Employer Identification Number

If the Employer is signatory to a National or Group Contract, indicate the name of such Contract:

n/a

Is the Employer an itinerant construction company working on a project or on a seasonal basis?  Yes  ______ No  X  ______

Local Union No. 243

Redacted by U.S. Department of the Treasury

Printed Name and Title

6/3/15

Date

RECEIVED

JUL 06 2015

CONTRACT DEPARTMENT
PARTICIPATION AGREEMENT

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND/HEALTH AND WELFARE FUND
9377 WEST HIGGINS ROAD
ROSEMONT, ILLINOIS 60018-4938
PHONE: (847) 518-9800

THIS AGREEMENT sets forth the terms under which the Employer will participate in the Central States, Southeast and Southwest Areas Pension Fund ("Pension Fund") and the Central States, Southeast and Southwest Areas Health and Welfare Fund ("Health and Welfare Fund") in accordance with the collective bargaining agreement with the Union covering the job classification(s) of: [CLASSIFICATION] and any other job classification covered by the collective bargaining agreement.

1. The Union and Employer agree to be bound by the 1st Agreement(s) of the Pension Fund and the Health and Welfare Fund, all rules and regulations presently in effect or subsequently adopted by the Trustees of the Fund(s) and accept the respective Employer and Employee Trustees and their successors.

2. The Employer shall contribute to the Pension Fund per week _____ (choose one) (the "Contribution Period") for each Covered Employee at the following rates:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>11/01/2000</td>
<td>$124.00</td>
</tr>
<tr>
<td>11/01/2001</td>
<td>$156.00</td>
</tr>
<tr>
<td>11/01/2002</td>
<td>$150.00</td>
</tr>
<tr>
<td>11/01/2003</td>
<td>$158.00</td>
</tr>
<tr>
<td>11/01/2004</td>
<td>$166.00</td>
</tr>
</tbody>
</table>

3. The Employer shall contribute to the Health and Welfare Fund per week (the "Contribution Period") for each Covered Employee at the following rates:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

4. Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the period when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate shall be the lowest rate in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to increase benefit levels if the contribution rate or becomes less than the then published rate for the applicable benefit plan or class.

5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement and during a strike except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until the Trustees decide to terminate the Agreement and provide written notice of such decision to the Employer or to the Employer if the Employer has not been withdrawing. A written notice directed to the Fund(s) shall be returned to the Employer or to the Trustees if the Employer is no longer obligated to contribute. In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund.

6. When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer and the Trustees shall promptly subscribe the entire agreement or modification to the Fund(s) Contracts Department by certified mail (return receipt requested) at the address specified above. Any agreement or modification which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall remain enforceable.

7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e. short-term employees who work for uncertain or irregular duration) unless the collective bargaining agreement explicitly excludes contributions on casual employees. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).
8. The Employer agrees to remit contributions on behalf of each Covered Employee who receives, or is entitled to receive, compensation for any part of the Contribution Period (regardless of whether the employment relationship is terminated), including any unpaid time pay, overtime pay, holiday pay, disability or illness pay, layoff/invoice pay, etc., or the payment of wages which is the result of any National Labor Relations Board proceedings, grievance arbitration, proceedings or other legal proceeding or settlement. If the Collective Bargaining Agreement states that contributions shall not be due until the Covered Employee completes the specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-employed service member or former service member but for his or her absence during a period of unemployment as defined at 10 C.F.R. §104.3.

9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee's employment (including, but not limited to new hires, layoffs, terminations, etc.) which occurred during the period and must pay all contributions owed for the prior month. In the event of a delinquency, the Employer shall be required to pay interest on the money due to the Fund(s) from the date when payment was due, or on the payment made, whichever is later, and shall pay any interest, fees, and costs incurred by the Fund(s) or any additional fees or costs incurred by the Fund(s) on the employer's behalf. In the event of a delinquency, the Employer shall be required to pay interest on the money due to the Fund(s) from the date when payment was due, or on the payment made, whichever is later, and shall pay any interest, fees, and costs incurred by the Fund(s) or any additional fees or costs incurred by the Fund(s) on the employer's behalf. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.

10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If litigation is required to obtain access to the Employer's records or to collect additional amounts that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).

11. The Trustees shall not be required to submit any dispute concerning the Employer's obligations to the pay contributions to any grievance arbitration procedure set forth in any collective bargaining agreement.

12. The Employer acknowledges that it is aware of the Fund's adverse selection rules (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rules.

13. This Agreement shall be construed in accordance with the laws of the State of Illinois, and actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Illinois ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's liability.

14. This Agreement may not be orally modified or terminated. To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.

IN WITNESS WHEREOF, said Employer and Union have caused this Instrument to be executed by their duly authorized representatives, the day and year first above written.

Columbian Distribution Services, Inc.

- Columbia Distribution Services, Inc.
- Redacted by U.S. Department of the Treasury
- 900 HALL STREET S.W.
- GRAND RAPIDS, MI 49503
- Complete Address of Employer
- (616) 452-1231
- Telephone Number
- 30-2588077
- Federal Employer Number
- If the Employer is a signatory to a national or group contract, indicate the name of such contract.

is the Employer an itinerant construction company working on a project or on a seasonal basis. Yes ☐ No ☒
PARTICIPATION AGREEMENT

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND \nHEALTH AND WELFARE FUND \n9377 WEST HIGGINS ROAD \nROSEMONT, ILLINOIS 60018-4938 \nPHONE: (847) 518-9800

THIS AGREEMENT sets forth the terms under which the Employer will participate in the Central States Southeast and Southwest Areas Pension Fund ("Pension Fund") and/or the Central States Southeast and Southwest Areas Health and Welfare Fund ("Health and Welfare Fund") in accordance with its collective bargaining agreement with the Union covering the job classification(s) of TRUCK DRIVERS.

1. The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health and Welfare Fund, all rules and regulations presently in effect or subsequently adopted by the Trustees of the Fund(s) and accept the respective Employer and Employee Trustees and their successors.

2. The Employer shall contribute to the Pension Fund per week/day/hour (choose one) (the "Contribution Period") for each Covered Employee at the following rates:

   Effective Date: 5-1-2000  Rate: 85
   Effective Date: April 1, 2001  Rate: 85
   Effective Date: April 1, 2002  Rate: 85
   Effective Date: March 31, 2004  Rate: 85

3. The Employer shall contribute to the Health and Welfare Fund per week (the "Contribution Period") for each Covered Employee at the following rates:

   Effective Date: Rate: Not Applicable
   Effective Date: Rate: Not Applicable
   Effective Date: Rate: Not Applicable
   Effective Date: Rate: Not Applicable

4. Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the periods when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contributions required to be paid after termination of a collective bargaining agreement and prior to the expiration or termination of this Agreement, shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.

5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of this Agreement and during a strike except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until either a) the Trustees decide to terminate the Agreement or b) the Employer is no longer obligated by contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s)' Contracts Department at the address specified above that it is no longer obligated to contribute. In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund.

6. When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s)' Contracts Department by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) at required by the paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall alone remain enforceable.

7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e. short term employees who work for uncertain or irregular duration) unless the collective bargaining agreement explicitly excludes contributions on casual employees. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).
8. The Employer agrees to remit contributions on behalf of each Covered Employee who receives, or is entitled to receive, compensation for any part of the Contribution Period (regardless of whether the employment relationship is terminated), including show up time pay, overtime pay, holiday pay, disability or illness pay, layoff/severance pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance arbitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-employed service member or former service member but for his or her absence during a period of uniformed service as defined at 10 C.F.R. §104.3.

9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a delinquency, a) the Employer shall be obligated to pay interest on the monies due to the Fund(s) from the date when payment was due to the date when the payment is made, together with all expenses of collection imposed by the Fund(s), including, but not limited to, attorneys' fees and costs and b) at the option of the Trustees or their delegated representative, the payment of contributions that accrue after the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered workforce on time, the Employer must pay the contributions billed by the Health and Welfare Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.

10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s), if requested by the Fund(s) to either obtain access to the Employer's records or to collect additional data that result from the review of the records. All costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).

11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance arbitration procedure set forth in any collective bargaining agreement. To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.

12. The Employer acknowledges that it is aware of the Fund(s)' adverse selection rules (including Special Bulletin 00-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement that violates the adverse selection rules.

13. This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of the Agreement, including actions to collect delinquent contributions or to conduct audits, the applicable ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to run with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's liability.

14. This Agreement may not be orally modified or terminated.

IN WITNESS WHEREOF, the Employer and Union have caused this Instrument to be executed by their duly authorized representatives, the day and year first above written.

Columbus Transport, Inc
Redacted by U.S. Department of the Treasury

Employee Name

P.O. Box 856
Columbus, IN 47202
Complete Address of Employer

812-376-1564
Telephone Number

37016753
Federal Employer Number

If the Employer is signatory to a National or Group Contract, indicate the name of such Contract:

Highway Heavy Railroad Underground Utility

Is the Employer an itinerant construction company working on a project or on a seasonal basis: Yes [ ] No [X]
PARTICIPATION AGREEMENT

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS
PENSION FUND/HEALTH AND WELFARE FUND
9377 WEST HIGGINS ROAD
ROSEMONT, ILLINOIS 60018-4938
PHONE: (847) 518-9800

ACCOUNT NUMBER: 1718200-0100-00135A

RECEIVED
MAR 28 2014

CONTRACT
DEPARTMENT

THIS AGREEMENT sets forth the terms under which the Employer will participate in the Central States, Southeast and Southwest Areas Pension Fund ("Pension Fund") and/or the Central States, Southeast and Southwest Areas Health and Welfare Fund ("Health and Welfare Fund") in accordance with its collective bargaining agreement with the Union covering the following job classification(s): **drivers**

and any other job classification covered by the collective bargaining agreement.

1. The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health and Welfare Fund and all amendments subsequently adopted as well as all rules and regulations presently in effect or subsequently adopted by the Trustees of the Fund(s) and accept the respective Employer and Employee Trustees and their successors.

2. The Employer shall contribute to the Pension Fund for each Covered Employee at the following rates:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1/1/2014</td>
<td>$84.30 per week</td>
</tr>
<tr>
<td>1/1/2015</td>
<td>$89.40 per week</td>
</tr>
<tr>
<td>1/1/2016</td>
<td>$93.00 per week</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

3. The Employer shall contribute to the Health and Welfare Fund for each Covered Employee at the following rates:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>12/29/13</td>
<td>$283.20 per week</td>
</tr>
<tr>
<td>01/04/15</td>
<td>$311.10 not to exceed per week</td>
</tr>
<tr>
<td>01/03/16</td>
<td>$341.80 not to exceed per week</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

4. Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the periods when a new collective bargaining agreement is being negotiated. In the absence of an Interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to either the execution of a new collective bargaining agreement or the termination of this Agreement, shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.

5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until a) the Trustees decide to terminate the participation of the Employer and provide written notice of their decision to the Employer specifying the date of termination of participation or b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s) Contracts Department at the address specified above sent by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute or c) the date the NLRA certifies the result of an election that terminates the Union's representative status or d) the date the Union's representative status terminates through a valid disclaimer of interest. In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement

-1-

37.10.385
shall remain in effect with respect to the other Fund. In the event an NLRB election or disclaimer of interest referred to in c) or d) relates to only part of the bargaining unit, this Agreement shall remain in effect with respect to the remainder of the bargaining unit.

6. When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s) Contracts Department by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall alone remain enforceable. The following agreements shall not be valid: a) an agreement that purports to retroactively eliminate or reduce the Employer's statutory or contractual duty to contribute to the Fund(s); b) an agreement that purports to prospectively reduce the contribution rate payable to the Pension Fund or c) an agreement that purports to prospectively eliminate the duty to contribute to the Pension Fund during the stated term of a collective bargaining agreement that has been accepted by the Pension Fund.

7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e. short term employees who work for uncertain or irregular duration) except a casual employee shall not be a Covered Employee with respect to the Health and Welfare Fund if the collective bargaining agreement explicitly excludes casual employees from participation in the Health and Welfare Fund. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).

8. The Employer agrees to remit contributions on behalf of each Covered Employee for any period he/she receives, or is entitled to receive, compensation (regardless of whether the employment relationship is terminated), including show up time pay, overtime pay, holiday pay, disability or illness pay, layoff/severance pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance/arbitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due on newly hired Covered Employees for a specific waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-employed service member or former service member but for his or her absence during a period of uniformed service as defined at 32 C.F.R. §104.3.

9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a delinquency, a) the Employer shall be obligated to pay interest on the monies due to the Fund(s) from the date when payment was due to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), including, but not limited to, attorneys' fees and costs and b) at the option of the Trustees or their delegated representative, the payment of contributions that accrue after the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered workforce on time, the Employer must pay the contributions billed by the Health and Welfare Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.

10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If litigation is required to obtain access to the Employer's records or to collect additional billings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).

11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement.

12. The Employer acknowledges that it is aware of the Fund(s)' adverse selection rule (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.

13. This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Illinois ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's liability.

14. This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.
IN WITNESS WHEREOF, said Employer and Union have caused this Instrument to be executed by their duly authorized representatives, the day and year first above written.

Community Newspaper Holdings AKA TRIBUNE STAR
Redacted by U.S. Department of the Treasury

Printed Name and Title

1/1/2014
Date

P.O.Box 149

Terre Haute In. 47808
Complete Address of Employer

812/231/4358 812/231/4347
Telephone Number Fax Number

Local Union No. 135
Redacted by U.S. Department of the Treasury

Printed Name and Title

2/12/14
Date

Federal Employer Identification Number

If the Employer is signatory to a National or Group Contract, indicate the name of such Contract:

Is the Employer an itinerant construction company working on a project or on a seasonal basis? Yes ______ No ______

RECEIVED
MAR 2 8 2014

CONTRACT DEPARTMENT
PARTICIPATION AGREEMENT

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND/HEALTH AND WELFARE FUND
8377 W 131st Street
ROSEMONT, ILLINOIS 60018-4338
PHONE (547) 518-8800

THIS AGREEMENT sets forth the terms under which the Employer will participate in the Central States, Southeast and Southwest Areas Pension Fund ("Pension Fund") and/or the Central States, Southeast and Southwest Areas Health and Welfare Fund ("Health and Welfare Fund") in accordance with the collective bargaining agreement with the Union covering the job classification(s) of: Drivers, Warehouse & Maintenance and any other job classification covered by the collective bargaining agreement.

1. The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health and Welfare Fund, its rules and regulations presently in effect or subsequently adopted by the Trustees of the Fund(s) and accept the respective Employer and Employee Trustees and their successors.

2. The Employer shall contribute to the Pension Fund per week/day/hour (choose one) the "Contribution Period," for each Covered Employee at the following rates:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>04/01/04</td>
<td>$21.00</td>
</tr>
<tr>
<td>04/01/05</td>
<td>$30.00</td>
</tr>
<tr>
<td>04/01/06</td>
<td>$40.00</td>
</tr>
<tr>
<td>04/01/07</td>
<td>$49.00</td>
</tr>
</tbody>
</table>

3. The Employer shall contribute to the Health and Welfare Fund per week/day/hour (choose one) the "Contribution Period," for each Covered Employee at the following rates:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

4. Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each now collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the periods when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to the execution of a new collective bargaining agreement or the termination of this Agreement, shall be the rate in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.

5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement and during a strike except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing to the contrary. This Agreement and the Employer's obligation to pay contributions shall not terminate until either (a) the Trustees decide to terminate the Agreement; or (b) the Employer is no longer bound by a contract or subject to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s) of the closure of the Employer's business at the address specified above sent by certified mail with return receipt requested which describes the reason why the Employer is no longer subject to contribute. In the event the Employer satisfies both the Pension Fund and the Health and Welfare Fund and the termination referred to in (a) or (b) relates only to one Fund, then this Agreement shall remain in effect with respect to the other Fund.

6. When a new collective bargaining agreement is signed by the Employer and the Union, the Agreement shall cease to have any effect on the Employer's contribution obligation for Covered Employees covered by the retired collective bargaining agreement which has not been submitted to the Fund(s) and the written agreement(s) that has been submitted to the Fund(s) shall alone remain enforceable.

7. For purposes of this Agreement, the term "Covered Employees" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e. short term employees who work for uncertain or irregular duration) unless the collective bargaining agreement explicitly excludes contributions on casual employees. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).
on or before the 15th day of each month, the Employer shall report to the Fund(s) any changes in the Covered Employee payroll (including, but not limited to, any increases, decreases, or terminations) which occurred during the prior month and shall pay all contributions owed for the prior month. The Employer shall be obligated to pay interest on any monies due to the Fund(s) from the date when payment was due to the date when payment is made, together with all expenses of collection incurred by the Fund(s), including but not limited to, attorneys' fees and costs and b) all expenses of collection incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).

12. The Employer acknowledges that if it is aware of the Fund(s)' adverse selection rules (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rules.

13. This Agreement shall be interpreted in all respects according to the laws of the United States. In all actions taken by the Trustee to enforce the terms of this Agreement, including actions to collect delinquent contributions or to combat abuses, the Trustee will determine if the limitations on the statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's liability.

14. This Agreement may not be orally modified or terminated. To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.

IN WITNESS WHEREOF, said Employer and Union have caused this Instrument to be executed by their duly authorized representatives, the day and year first above written.

Canteen Vending Services

Redacted by U.S. Department of the Treasury

Employer Name

0726 3 37

OMAHA, NE 68177

Complete Address of Employer

(402) 572-3150 (402) 592-2076

Telephone Number Fax Number

Federal Employer Number 56-1874931

If the Employer is signatory to a National or Group Contract, indicate the name of such Contract:

Yes No

rev. 09/00

37.10.389
PARTICIPATION AGREEMENT

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS
PENSION FUND/HEALTH AND WELFARE FUND
6377 WEST HIGGINS ROAD
ROSEMONT, ILLINOIS 60018-4938
PHONE: (847) 518-9800

ACCOUNT NUMBER: 1721850-0602-0200-A

THIS AGREEMENT sets forth the terms under which the Employer will participate in the Central States, Southeast and Southwest Areas Pension Fund ("Pension Fund") and/or the Central States, Southeast and Southwest Areas Health and Welfare Fund ("Health and Welfare Fund") in accordance with its collective bargaining agreement with the Union covering the following job classification(s): Service and service utility, maintenance and maintenance utility and stock room employees

and any other job classification covered by the collective bargaining agreement.

1. The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health and Welfare Fund and all amendments subsequently adopted as well as all rules and regulations presently in effect or subsequently adopted by the Trustees of the Fund(s) and accept the respective Employer and Employee Trustees and their successors.

2. The Employer shall contribute to the Pension Fund for each Covered Employee at the following rates:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>09/01/2011</td>
<td>$128.50</td>
</tr>
<tr>
<td>09/01/2012</td>
<td>$132.80</td>
</tr>
<tr>
<td>09/01/2013</td>
<td>$138.10</td>
</tr>
<tr>
<td>09/01/2014</td>
<td>$143.60</td>
</tr>
<tr>
<td>09/01/2015</td>
<td>$148.30</td>
</tr>
</tbody>
</table>

3. The Employer shall contribute to the Health and Welfare Fund for each Covered Employee at the following rates:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>09/04/2011</td>
<td>$297.00</td>
</tr>
<tr>
<td>09/02/2012</td>
<td>$286.00</td>
</tr>
<tr>
<td>09/01/2013</td>
<td>$270.00</td>
</tr>
<tr>
<td>09/01/2014</td>
<td>$270.00</td>
</tr>
<tr>
<td>09/01/2015</td>
<td>$270.00</td>
</tr>
</tbody>
</table>

4. Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the periods when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to either the execution of a new collective bargaining agreement or the termination of this Agreement, shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.

5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until a) the Trustees decide to terminate the participation of the Employer and provide written notice of their decision to the Employer specifying the date of termination of participation or b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s) Contracts Department at the address specified above sent by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute or c) the date the NLRB certifies the result of an election that terminates the Union's representative status or d) the date the Union's representative status terminates through a valid disclaimer of interest. In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund. In the event an NLRB election or disclaimer of interest referred to in c) or d) relates to only part of the bargaining unit, this Agreement shall remain in effect with respect to the remainder of the bargaining unit.
6. When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s) Contracts Department by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall alone remain enforceable. The following agreements shall not be valid: a) an agreement that purports to retroactively eliminate or reduce the Employer's statutory or contractual duty to contribute to the Fund(s); b) an agreement that purports to prospectively reduce the contribution rate payable to the Pension Fund or c) an agreement that purports to prospectively eliminate the duty to contribute to the Pension Fund during the stated term of a collective bargaining agreement that has been accepted by the Pension Fund.

7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e. short term employees who work for uncertain or irregular duration) except a casual employee shall not be a Covered Employee with respect to the Health and Welfare Fund if the collective bargaining agreement explicitly excludes casual employees from participation in the Health and Welfare Fund. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).

8. The Employer agrees to remit contributions on behalf of each Covered Employee for any period he/she receives, or is entitled to receive, compensation (regardless of whether the employment relationship is terminated), including show up time, overtime pay, holiday pay, disability or illness pay, layoff/severance pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance/arbitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-employed service member or former service member but for his or her absence during a period of uniformed service as defined in 32 C.F.R. §104.3.

9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a delinquency, a) the Employer shall be obligated to pay interest on the monies due to the Fund(s) from the date when payment was due to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), including, but not limited to, attorneys' fees and costs and b) at the option of the Trustees or their delegated representative, the payment of contributions that accrue after the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered workforce on time, the Employer must pay the contributions billed by the Health and Welfare Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.

10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If litigation is required to either obtain access to the Employer's records or to collect additional billings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).

11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement.

12. The Employer acknowledges that it is aware of the Fund(s)' adverse selection rule (Including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.

13. This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Illinois ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's liability.

14. This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.
IN WITNESS WHEREOF, said Employer and Union have caused this instrument to be executed by their duly authorized representatives, the day and year first above written.

CANTEEN VENDING
Redacted by U.S. Department of the Treasury

Local Union No. 200
Redacted by U.S. Department of the Treasury

Date: June 18, 2012

1009 S MAIN ST
Complete Address of Employer
OSHKOSH, WI 54903
Telephone Number
Fax Number

Federal Employer Identification Number

If the Employer is signatory to a National or Group Contract, indicate the name of such Contract:

Is the Employer an itinerant construction company working on a project or on a seasonal basis? Yes □ No □
PARTICIPATION AGREEMENT

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS
PENSION FUND/HEALTH AND WELFARE FUND
9377 WEST HIGGINS ROAD
ROSEMENT, ILLINOIS 60018-4938
PHONE: (847) 518-5800

ACCOUNT NUMBER: 1721630-0602-00075/00200-A

THIS AGREEMENT sets forth the terms under which the Employer will participate in the Central States, Southeast and Southwest Areas Pension Fund ("Pension Fund") and/or the Central States, Southeast and Southwest Areas Health and Welfare Fund ("Health and Welfare Fund") in accordance with its collective bargaining agreement with the Union covering the following job classification(s): Service and service utility, maintenance and maintenance utility and stock room employees.

and any other job classification covered by the collective bargaining agreement.

1. The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health and Welfare Fund and all amendments subsequently adopted as well as all rules and regulations presently in effect or subsequently adopted by the Trustees of the Fund(s) and accept the respective Employer and Employee Trustees and their successors.

2. The Employer shall contribute to the Pension Fund for each Covered Employee at the following rates:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>9/1/2011</td>
<td>$126.50</td>
</tr>
<tr>
<td>9/1/2012</td>
<td>$132.80</td>
</tr>
<tr>
<td>9/1/2013</td>
<td>$138.10</td>
</tr>
<tr>
<td>9/1/2014</td>
<td>$143.60</td>
</tr>
<tr>
<td>9/1/2015</td>
<td>$149.30</td>
</tr>
</tbody>
</table>

3. The Employer shall contribute to the Health and Welfare Fund for each Covered Employee at the following rates:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>9/4/2011</td>
<td>$237.00</td>
</tr>
<tr>
<td>9/2/2012</td>
<td>$255.00</td>
</tr>
<tr>
<td>9/1/2013</td>
<td>$270.00</td>
</tr>
</tbody>
</table>

4. Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the periods when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to either the execution of a new collective bargaining agreement or the termination of this Agreement, shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.

5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until a) the Trustees decide to terminate the participation of the Employer and provide written notice of their decision to the Employer specifying the date of termination of participation or b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s)'s Contracts Department at the address specified above sent by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute or c) the date the NLRB certifies the result of an election that terminates the Union's representative status or d) the date the Union's representative status terminates through a valid disclaimer of interest. In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund. In the event an NLRB election or disclaimer of interest referred to in c) or d) relates to only part of the bargaining unit, this Agreement shall remain in effect with respect to the remainder of the bargaining unit.

-1-
6. When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s)' Contracts Department by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer’s contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, s’hall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall alone remain enforceable. The following agreements shall not be valid: a) an agreement that purports to retroactively eliminate or reduce the Employer’s statutory or contractual duty to contribute to the Fund(s); b) an agreement that purports to prospectively reduce the contribution rate payable to the Pension Fund or c) an agreement that purports to prospectively eliminate the duty to contribute to the Pension Fund during the stated term of a collective bargaining agreement that has been accepted by the Pension Fund.

7. For purposes of this Agreement, the term “Covered Employee” shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and Includes casual employees (i.e. short term employees who work for uncertain or irregular duration) except a casual employee shall not be a Covered Employee with respect to the Health and Welfare Fund if the collective bargaining agreement explicitly excludes casual employees from participation in the Health and Welfare Fund. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).

8. The Employer agrees to remit contributions on behalf of each Covered Employee for any period he/she receives, or is entitled to receive, compensation (regardless of whether the employment relationship is terminated), including show up time pay, overtime pay, holiday pay, disability or illness pay, layoff/severance pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance/arbitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-employed service member or former service member but for his or her absence during a period of uniformed service as defined at 32 C.F.R. §104.3.

9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a delinquency, a) the Employer shall be obligated to pay interest on the monies due to the Fund(s) from the date when payment was due to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), including, but not limited to, attorneys' fees and costs and b) at the option of the Trustees or their delegated representative, the payment of contributions that accrue after the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered workforce or on time, the Employer must pay the contributions billed by the Health and Welfare Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.

10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If litigation is required to either obtain access to the Employer's records or to collect additional billings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).

11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement.

12. The Employer acknowledges that it is aware of the Fund(s)' adverse selection rule (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.

13. This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Illinois ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's liability.

14. This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.
IN WITNESS WHEREOF, said Employer and Union have caused this Instrument to be executed by their duly authorized representatives, the day and year first above written.

CANTEEN VENDING

Redacted by U.S. Department of the Treasury

Date 12/5/11

1009 S MAIN ST

OSHKOSH, WI 54903

Complete Address of Employer

Telephone Number

Fax Number

Federal Employer Identification Number

If the Employer is signatory to a National or Group Contract, indicate the name of such Contract:

Is the Employer an itinerant construction company working on a project or on a seasonal basis? Yes ______ No X

662

Local Union No.

11/1/2011

Date

RECEIVED

DEC 19 2011

CON. DEPARTMENT

37.10.395
PARTICIPATION AGREEMENT

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND
29 EAST MADISON ST. ROOM 401 CHICAGO, ILLINOIS 60602 TELEPHONE ST 2-8705

THIS AGREEMENT made and entered into on the 7th day of June, 1966, by and between the Employer and the Union signatory hereto by their duly authorized representatives.

WITNESSETH:

WHEREAS, the Union and the Employer have entered into an Agreement which provides for participation in the CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND in order to obtain retirement benefits for employees represented by the Union and employed by the Employer.

NOW, THEREFORE, for and in consideration of the premises and mutual covenants herein contained, and the acceptance of the parties as participants by said Trust Fund, the Union and the Employer hereby agree as follows:

1. The Union and the Employer agree to be bound by, and hereby assent to, all of the terms of the Trust Agreement creating said CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND, all of the rules and regulations heretofore and hereafter adopted by the Trustees of said Trust Fund pursuant to said Trust Agreement, and all of the actions of the Trustees in administering such Trust Fund in accordance with the Trust Agreement and rules adopted.

2. The Employer hereby accepts as Employer Trustees the present Employer Trustees appointed under said Trust Agreement and all such past or succeeding Employer Trustees as shall have been or will be appointed in accordance with the terms of the Trust Agreement.

3. The Union hereby accepts as Union Trustees the present Union Trustees appointed under said Trust Agreement and all such past or succeeding Union Trustees as shall have been or will be appointed in accordance with the terms of the Trust Agreement.

4. In accordance with the collective bargaining agreement, copy of which is attached hereto, the effective date of participation in the Pension Fund is June 1, 1966.

5. The Employer agrees to make contributions as required of all such contributions by the Employer as follows:

The Employer shall contribute to the Central States SOutheast and SoutHWest Areas PEnsion FUnd the sum of $ 2.40 per week for each employee covered by the collective bargaining agreement, said sum to be increased to $__, effective ____, increased to $__, effective ____, increased to $__, effective ____

IN WITNESS WHEREOF said Employer and Union have caused this instrument to be executed by their duly authorized representatives, the day and year first above written.

[Signature]
Employer

Monomonia, Wisconsin

[Signature]
Union Representative

IN WITNESS WHEREOF said Employer and Union have caused this instrument to be executed by their duly authorized representatives, the day and year first above written.

[Signature]
Employer

Monomonia, Wisconsin

IN WITNESS WHEREOF said Employer and Union have caused this instrument to be executed by their duly authorized representatives, the day and year first above written.

[Signature]
Employer

Monomonia, Wisconsin

37.10.396
PARTICIPATION AGREEMENT

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS
PENSION FUND/HEALTH AND WELFARE FUND
9377 WEST HIGGINS ROAD
ROSEMONT, ILLINOIS 60018-4938
PHONE: (847) 518-9800

ACCOUNT NUMBER: ________________________

THIS AGREEMENT sets forth the terms under which the Employer will participate in the Central States, Southeast and Southwest Areas Pension Fund ("Pension Fund") and/or the Central States, Southeast and Southwest Areas Health and Welfare Fund ("Health and Welfare Fund") in accordance with its collective bargaining agreement with the Union covering the following job classification(s): 18-Chair of Rock Project

and any other job classification covered by the collective bargaining agreement.

The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health and Welfare Fund and all amendments subsequently adopted as well as all rules and regulations presently in effect or subsequently adopted by the Trustees of the Fund(s) and accept the respective Employer and Employee Trustees and their successors.

2. The Employer shall contribute to the Pension Fund for each Covered Employee at the following rates:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>9-4-2014</td>
<td>43.40 per Day</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

3. The Employer shall contribute to the Health and Welfare Fund for each Covered Employee at the following rates:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>9-4-2014</td>
<td>10.10 per Hour</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

4. Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the periods when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to either the execution of a new collective bargaining agreement or the termination of this Agreement, shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.

5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until a) the Trustees decide to terminate the participation of the Employer and provide written notice of their decision to the Employer specifying the date of termination of participation or b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have not received a written notice directed to the Fund(s) Contracts Department at the address specified above sent by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute or c) the date the NLRB certifies the result of an election that terminates the Union's representative status or d) the date the Union's representative status terminates through a valid disclaimer of interest. In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund. In the event an NLRB election or disclaimer of Interest referred to in c) or d) relates to only part of the bargaining unit, this Agreement shall remain in effect with respect to the remainder of the bargaining unit.

37.10.397
6. When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s)' Contracts Department by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall alone remain enforceable. The following agreements shall not be valid: a) an agreement that purports to retroactively eliminate or reduce the Employer's statutory or contractual duty to contribute to the Fund(s); b) an agreement that purports to prospectively reduce the contribution rate payable to the Pension Fund or c) an agreement that purports to prospectively eliminate the duty to contribute to the Pension Fund during the stated term of a collective bargaining agreement that has been accepted by the Pension Fund.

7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e. short term employees who work for uncertain or irregular duration) except a casual employee shall not be a Covered Employee with respect to the Health and Welfare Fund if the collective bargaining agreement explicitly excludes casual employees from participation in the Health and Welfare Fund. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).

8. The Employer agrees to remit contributions on behalf of each Covered Employee for any period he/she receives, or is entitled to receive, compensation (regardless of whether the employment relationship is terminated), including show up time, overtime pay, holiday pay, disability or illness pay, layoff/severance pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance/arbitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-employed service member or former service member but for his or her absence during a period of uniformed service as defined at 32 C.F.R. §104.3.

9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of delinquency, a) the Employer shall be obligated to pay interest on the monies due to the Fund(s) from the date when payment was due to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), including, but not limited to, attorneys' fees and costs and b) at the option of the Trustees or their delegated representative, the payment of contributions that accrue after the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered workforce on time, the Employer must pay the contributions billed by the Health and Welfare Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.

10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If litigation is required to either obtain access to the Employer's records or to collect additional billings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).

11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement.

12. The Employer acknowledges that it is aware of the Fund(s)' adverse selection rule (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.

13. This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Illinois ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's liability.

14. This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.
IN WITNESS WHEREOF, said Employer and Union have caused this Instrument to be executed by their duly authorized representatives, the day and year first above written.

Conduit Constructors LLC

Redacted by U.S. Department of the Treasury

Local Union No. 525

Representative Signature

Printed Name and Title

Date

Dec 3, 2014

11704 Reames Road

Charlotte, NC 28269

Complete Address of Employer

704-598-5684 704-598-5693

Telephone Number Fax Number

16-1729141

Federal Employer Identification Number

If the Employer is signatory to a National or Group Contract, indicate the name of such Contract:

Is the Employer an itinerant construction company working on a project or on a seasonal basis? Yes ______ No ______

RECEIVED

JAN 15 2015

CONTRACT DEPARTMENT
PARTICIPATION AGREEMENT

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND/HEALTH AND WELFARE FUND
9377 W. ST. HIGGINS ROAD
ROSEMONT, ILLINOIS 60018-4938
PHONE: (630) 581-9800

THIS AGREEMENT sets forth the terms under which the Employer will participate in the Central States, Southeast and Southwest Areas Pension Fund ("Pension Fund") and/or the Central States, Southeast and Southwest Areas Health and Welfare Fund ("Health and Welfare Fund") in accordance with its collective bargaining agreement with the Union covering the following job classification(s): ______________ and any other job classification covered by the collective bargaining agreement.

1. The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health and Welfare Fund and all amendments subsequently adopted as well as all rules and regulations presently in effect or subsequently adopted by the Trustees of the Fund(s) and accept the respective Employer and Employee Trustees and their successors.

2. The Employer shall contribute to the Pension Fund for each Covered Employee at the following rates:
   
   Effective Date: 04/01/08 Rate: $ 85.00
   Effective Date: 04/27/08 Rate: $ 91.60
   Effective Date: 04/01/09 Rate: $ 99.10
   Effective Date: 04/01/10 Rate: $107.00
   Effective Date: 04/01/11 Rate: $115.60
   Effective Date: 04/01/12 Rate: $124.80
   Effective Date: 04/01/13 Rate: $134.78

3. The Employer shall contribute to the Health and Welfare Fund for each Covered Employee at the following rates:
   
   Effective Date: N/A Rate: ____________________
   Effective Date: ____________________ Rate: ____________________
   Effective Date: ____________________ Rate: ____________________

4. Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contributions during the periods when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.

5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after termination of a collective bargaining agreement except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until a) the Trustees decide to terminate the participation of the Employer and provide written notice of their decision to the Employer specifying the date of termination, or b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s) by the Employer at the address specified above sent by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute or c) the date the NLRB certifies the result of an election that terminates the Union's representative status or d) the date the Union's representative status terminates through a valid discharge of interest. In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in the a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund. In the event an NLRB election or discharge of interest referred to in c) or d) relates to only one of the bargaining unit, this Agreement shall remain in effect with respect to the remaining of the bargaining unit.

6. When a new collective bargaining agreement is signed by the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s)' Contracts Department by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall alone remain enforceable. The following agreements shall not be valid: a) an agreement that purports to retroactively eliminate or reduce the Employer's statutory or contractual duty to contribute to the Fund(s); b) an agreement that purports to prospectively reduce the contribution rate payable to the Pension Fund or c) an agreement that purports to prospectively eliminate the duty to contribute to the Pension Fund during the stated term of a collective bargaining agreement that has been accepted by the Pension Fund.
7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes all employees (e.g. short term employees who work for uncertain or irregular duration) except a casual employee shall not be a Covered Employee with respect to the Health and Welfare Fund if the collective bargaining agreement explicitly excludes casual employees from participation in the Health and Welfare Fund. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).

8. The Employer agrees to remit contributions on behalf of each Covered Employee for any period he/she receives, or is entitled to receive, compensation (regardless of whether the employment relationship is terminated), including show up time pay, overtime pay, holiday pay, disability or illness pay, layoffs or severance pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance/arbitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-employed service member or former service member but for his or her absence during a period of uniformed service as defined in 32 C.F.R. §104.3.

9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a delinquency, a) the Employer shall be obligated to pay interest on the monies due to the Fund(s) from the date when payment was due to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), including, but not limited to, attorneys' fees and costs and b) at the option of the Trustees or their delegated representative, the payment of contributions that accrue after the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Friday. If the Employer fails to report changes in the covered workforce on time, the Employer must pay the contributions billed by the Health and Welfare Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.

10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If litigation is required to either obtain access to the Employer's records or to collect additional billings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).

11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement.

12. The Employer acknowledges that it is aware of the Fund(s)' adverse selection rule (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.

13. This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Illinois ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's liability.

14. This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.

IN WITNESS WHEREOF, said Employer and Union have caused this instrument to be executed by their duly authorized representatives, the day and year first above written.

[Signature]
[Signature]

PRINTED NAME AND TITLE
**********

Date
**********

COMPLETE ADDRESS OF EMPLOYER
**********

TELEPHONE NUMBER
**********

FEDERAL EMPLOYER IDENTIFICATION NUMBER
**********

If the Employer is signatory to a National or Group Contract, indicate the name of such Contract:

Utility Contracting Agreement between Highway, Heavy, and Utility Division - ICA, Inc. and Teamsters Joint Council No. 69

Is the Employer an itinerant construction company working on a project or on a seasonal basis: Yes    No
PARTICIPATION AGREEMENT

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS
PENSION FUND/HEALTH AND WELFARE FUND
9377 WEST HIGGINS ROAD
ROSEMONT, ILLINOIS 60018-4938
PHONE: (847) 518-9800

ACCOUNT NUMBER: 1785500-0105-00580A

THIS AGREEMENT sets forth the terms under which the Employer will participate in the Central States, Southeast and Southwest Areas Pension Fund ("Pension Fund") and/or the Central States, Southeast and Southwest Areas Health and Welfare Fund ("Health and Welfare Fund") in accordance with its collective bargaining agreement with the Union covering the following job classification(s): Driver - Yard - Operator - Laborer Subject to Article 1 Section 1 (a) of cba

and any other job classification covered by the collective bargaining agreement.

1. The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health and Welfare Fund and all amendments subsequently adopted as well as all rules and regulations presently in effect or subsequently adopted by the Trustees of the Fund(s) and accept the respective Employer and Employee Trustees and their successors.

2. The Employer shall contribute to the Pension Fund for each Covered Employee at the following rates:

   Effective Date: 07/18/2011          Rate: $38.20/day 5 day max
   Effective Date: 07/16/2012          Rate: $40.10/day 5 day max
   Effective Date: 07/15/2013          Rate: $41.70/day 5 day max
   Effective Date:                      Rate:
   Effective Date:                      Rate:

3. The Employer shall contribute to the Health and Welfare Fund for each Covered Employee at the following rates:

   Effective Date:                      Rate:
   Effective Date:                      Rate:
   Effective Date:                      Rate:
   Effective Date:                      Rate:
   Effective Date:                      Rate:
   Effective Date:                      Rate:

4. Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the periods when a new collective bargaining agreement is being negotiated. In the absence of an Interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to either the execution of a new collective bargaining agreement or the termination of this Agreement, shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.

5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until a) the Trustees decide to terminate the participation of the Employer and provide written notice of their decision to the Employer specifying the date of termination of participation or b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s)' Contracts Department at the address specified above sent by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute or c) the date the NLRB certifies the result of an election that terminates the Union's representative status or d) the date the Union's representative status terminates through a valid disclaimer of interest. In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund. In the event an NLRB election or disclaimer of interest referred to in c) or d) relates to only part of the bargaining unit, this Agreement shall remain in effect with respect to the remainder of the bargaining unit.
6. When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s)' Contracts Department by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall alone remain enforceable. The following agreements shall not be valid: a) an agreement that purports to retroactively eliminate or reduce the Employer's statutory or contractual duty to contribute to the Fund(s); b) an agreement that purports to prospectively reduce the contribution rate payable to the Pension Fund or c) an agreement that purports to prospectively eliminate the duty to contribute to the Pension Fund during the stated term of a collective bargaining agreement that has been accepted by the Pension Fund.

7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e. short term employees who work for uncertain or irregular duration) except a casual employee shall not be a Covered Employee with respect to the Health and Welfare Fund if the collective bargaining agreement explicitly excludes casual employees from participation in the Health and Welfare Fund. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).

8. The Employer agrees to remit contributions on behalf of each Covered Employee for any period he/she receives, or is entitled to receive, compensation (regardless of whether the employment relationship is terminated), including show up time pay, overtime pay, holiday pay, disability or illness pay, layoff/severance pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance/arbitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-employed service member or former service member but for his or her absence during a period of uniformed service as defined at 32 C.F.R. §104.3.

9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a delinquency, a) the Employer shall be obligated to pay interest on the monies due to the Fund(s) from the date when payment was due to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), including, but not limited to, attorneys' fees and costs and b) at the option of the Trustees or their delegated representative, the payment of contributions that accrue after the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered workforce on time, the Employer must pay the contributions billed by the Health and Welfare Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.

10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If litigation is required to either obtain access to the Employer's records or to collect additional billings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).

11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance/arbitration procedure set forth in a collective bargaining agreement.

12. The Employer acknowledges that it is aware of the Fund(s)' adverse selection rule (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.

13. This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Illinois ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's liability.

14. This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.
IN WITNESS WHEREOF, said Employer and Union have caused this Instrument to be executed by their duly authorized representatives, the day and year first above written.

CONCUMERS CONCRETE CORP

Redacted by U.S. Department of the Treasury

Printed Name and Title

8/19/11
Date

P.O. Box 2229

Kalamazoo, MI 49003

Complete Address of Employer

269.342.0136 269.384.0974
Telephone Number Fax Number

38-1282031
Federal Employer Identification Number

If the Employer is signatory to a National or Group Contract, indicate the name of such Contract:

SEP 07 2011

Is the Employer an itinerant construction company working on a project or on a seasonal basis? Yes ______ No ______
PARTICIPATION AGREEMENT

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS
PENSION FUND/HEALTH AND WELFARE FUND
9377 WEST HIGGINS ROAD
ROSEMONT, ILLINOIS 60018-4938
PHONE: (847) 518-9800

ACCOUNT NUMBER: ____________

THIS AGREEMENT sets forth the terms under which the Employer will participate in the Central States, Southeast and Southwest Areas Pension Fund ("Pension Fund") and/or the Central States, Southeast and Southwest Areas Health and Welfare Fund ("Health and Welfare Fund") in accordance with its collective bargaining agreement with the Union covering the following job classification(s):

and any other job classification covered by the collective bargaining agreement.

1. The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health and Welfare Fund and all amendments subsequently adopted as well as all rules and regulations presently in effect or subsequently adopted by the Trustees of the Fund(s) and accept the respective Employer and Employee Trustees and their successors.

2. The Employer shall contribute to the Pension Fund for each Covered Employee at the following rates:

   Effective Date: March 31, 2010   Rate: $59.80 per week
   Effective Date: March 31, 2011   Rate: $64.60 per week
   Effective Date: March 31, 2012   Rate: $68.50 per week

3. The Employer shall contribute to the Health and Welfare Fund for each Covered Employee at the following rates:

   Effective Date: ___________________   Rate: ___________________
   Effective Date: ___________________   Rate: ___________________
   Effective Date: ___________________   Rate: ___________________
   Effective Date: ___________________   Rate: ___________________

4. Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the periods when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to either the execution of a new collective bargaining agreement or the termination of this Agreement, shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.

5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until a) the Trustees decide to terminate the participation of the Employer and provide written notice of their decision to the Employer specifying the date of termination of participalpation or b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s)' Contracts Department at the address specified above sent by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute or c) the date the NLRB certifies the result of an election that terminates the Union's representative status or d) the date the Union's representative status terminates through a valid disclaimer of interest. In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund. In the event an NLRB election or disclaimer of interest referred to in c) or d) relates to only part of the bargaining unit, this Agreement shall remain in effect with respect to the remainder of the bargaining unit.
6. When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s) Contracts Department by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall alone remain enforceable. The following agreements shall not be valid: a) an agreement that purports to retroactively eliminate or reduce the Employer's statutory or contractual duty to contribute to the Fund(s); b) an agreement that purports to prospectively reduce the contribution rate payable to the Pension Fund or c) an agreement that purports to prospectively eliminate the duty to contribute to the Pension Fund during the stated term of a collective bargaining agreement that has been accepted by the Pension Fund.

7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e., short term employees who work for uncertain or irregular duration) except a casual employee shall not be a Covered Employee with respect to the Health and Welfare Fund if the collective bargaining agreement explicitly excludes casual employees from participation in the Health and Welfare Fund. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).

8. The Employer agrees to remit contributions on behalf of each Covered Employee for any period he/she receives, or is entitled to receive, compensation (regardless of whether the employment relationship is terminated), including show up time pay, overtime pay, holiday pay, disability or illness pay, layoff/severance pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance/arbitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-employed service member or former service member but for his or her absence during a period of uniformed service as defined at 32 C.F.R. §104.3.

9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a delinquency, a) the Employer shall be obligated to pay interest on the monies due to the Fund(s) from the date when payment was due to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), including, but not limited to, attorneys' fees and costs and b) at the option of the Trustees or their delegated representative, the payment of contributions that accrue after the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered workforce on time, the Employer must pay the contributions billed by the Health and Welfare Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.

10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If litigation is required to either obtain access to the Employer's records or to collect additional billings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).

11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement.

12. The Employer acknowledges that it is aware of the Fund(s)' adverse selection rule (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.

13. This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Illinois ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's liability.

14. This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.
IN WITNESS WHEREOF, said Employer and Union have caused this Instrument to be executed by their duly authorized representatives, the day and year first above written.

Contractors Ready Mix

Redacted by U.S. Department of the Treasury

Local Union No. 916

Redacted by U.S. Department of the Treasury

4/22/2010

Date

4/21/10

Date

Po Box 56

Lincoln, IL 62656

Complete Address of Employer

217-735-2565 217-735-1099

Telephone Number

Federal Employer Identification Number

If the Employer is signatory to a National or Group Contract, indicate the name of such Contract: No

Is the Employer an itinerant construction company working on a project or on a seasonal basis? Yes No X

RECEIVED

APR 27 2010

CONTRACT DEPARTMENT

37.10.407
PARTICIPATION AGREEMENT

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS
PENSION FUND/HEALTH AND WELFARE FUND
9377 WEST HIGGINS ROAD
ROSEMONT, ILLINOIS 60018-4938
PHONE: (847) 518-6800

ACCOUNT NUMBER: 1827025-0102-00600A

CONVENTION DISTRIBUTION

THIS AGREEMENT sets forth the terms under which the Employer will participate in the Central States, Southeast and Southwest Areas Pension Fund ("Pension Fund") and/or the Central States, Southeast and Southwest Areas Health and Welfare Fund ("Health and Welfare Fund") in accordance with its collective bargaining agreement with the Union covering the following job classification(s).

and any other job classification covered by the collective bargaining agreement.

1. The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health and Welfare Fund and all amendments subsequently adopted as well as all rules and regulations presently in effect or subsequently adopted by the Trustees of the Fund(s) and accepted by the respective Employer(s) and Employee Trustees and their successors.

2. The Employer shall contribute to the Pension Fund for each Covered Employee at the following rates:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>April 1, 2008</td>
<td>$ 36.70</td>
</tr>
<tr>
<td>April 1, 2009</td>
<td>$ 39.60</td>
</tr>
<tr>
<td>April 1, 2010</td>
<td>$ 42.60</td>
</tr>
<tr>
<td>April 1, 2011</td>
<td>$ 46.20</td>
</tr>
<tr>
<td>April 1, 2012</td>
<td>$ 49.90</td>
</tr>
</tbody>
</table>

3. The Employer shall contribute to the Health and Welfare Fund for each Covered Employee at the following rates:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>April 1, 2008</td>
<td>$ 237.70</td>
</tr>
<tr>
<td>April 1, 2009</td>
<td>$ 231.70</td>
</tr>
<tr>
<td>April 1, 2010</td>
<td>$ 235.70</td>
</tr>
<tr>
<td>April 1, 2011</td>
<td>Rate to Maintain C6</td>
</tr>
<tr>
<td>April 1, 2012</td>
<td>Rate to Maintain C6</td>
</tr>
</tbody>
</table>

4. Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the periods when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to either the execution of a new collective bargaining agreement or the termination of this Agreement shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.

5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until a) the Trustees decide to terminate the participation of the Employer and provide written notice of their decision to the Employer specifying the date of termination of participation or b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s) Contracts Department at the address specified above sent by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute or c) the date the NLRB certifies the result of an election that terminates the Union's representative status or d) the date the Union's representative status terminates through a valid disclaimer of interest. In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund. In the event an NLRB election or disclaimer of interest referred to in c) or d) relates to only part of the bargaining unit, this Agreement shall remain in effect with respect to the remainder of the bargaining unit.
6. When a new collective bargaining agreement is signed by or the Employer and the Union agrees to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s)' Contracts Department by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall remain enforceable. The following agreements shall not be valid: a) an agreement that purports to retroactively eliminate or reduce the Employer's statutory or contractual duty to contribute to the Fund(s); b) an agreement that purports to prospectively reduce the contribution rate payable to the Pension Fund or c) an agreement that purports to prospectively eliminate the duty to contribute to the Pension Fund during the stated term of a collective bargaining agreement that has been accepted by the Pension Fund.

7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e., short term employees who work for uncertain or irregular duration) except a casual employee shall not be a Covered Employee with respect to the Health and Welfare Fund if the collective bargaining agreement explicitly excludes casual employees from participation in the Health and Welfare Fund. Covered Employees shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).

8. The Employer agrees to remit contributions on behalf of each Covered Employee for any period he/she receives, or is entitled to receive, compensation (regardless of whether the employment relationship is terminated, including overtime pay, holiday pay, disability or illness pay, vacation pay, or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance/arbitration or any proceeding or other legal proceeding or settlement). If the collective bargaining agreement states that contributions shall not be due on newly hired Covered Employees for a specified period, no contributions shall be due until the Covered Employee completes the specified period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-employed service member or former service member, but for his or her absence during a period of uniformed service as defined at 32 C.F.R. §1034.3.

9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a delinquency, a) the Employer shall be obligated to pay interest on the monies due to the Fund(s) from the date when payment was due to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), including, but not limited to, attorneys' fees and costs and b) at the option of the Trustees or their delegated representative, the payment of contributions that have been delinquent shall be accelerated so that the contributions owed to the Fund(s) shall be due on the following Monday. If the Employer fails to report changes in the covered workforce on time, the Employer must pay the contributions accrued by the Fund(s). In any case of delinquency, the Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.

10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If litigation is required to obtain access to the Employer's records or to collect additional billings, the Employer shall pay all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).

11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement.

12. The Employer acknowledges that it is aware of the Fund(s)' adverse selection rule (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.

13. This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Illinois ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's liability.

14. This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.
PARTICIPATION AGREEMENT

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS
PENSION FUND/HEALTH AND WELFARE FUND
3377 WEST HIGGINS ROAD
CICERO, ILLINOIS 60641-1470

ACCOUNT NUMBER:

This Agreement entered into in the name of the Fund by the Trustees of the Pension Fund and the Unions listed above, which are parties to the collective bargaining agreement with the Employer abiding by the job classification criteria of __________, 20XX, and its successors and assigns.

1. The Employer shall contribute to the Pension Fund for each Covered Employee as set forth below on a schedule of contribution rates during the periods when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement shall be the rates in effect on the last day of the then current collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels of the contribution rate is or becomes less than the then prevailing rate for the applicable collective bargaining class.

2. The Employer shall, contribute to the Pension Fund for each Covered Employee at the following rates:

<table>
<thead>
<tr>
<th>Rate</th>
<th>Contribution Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Regular</td>
<td>12.60</td>
</tr>
<tr>
<td>Casual</td>
<td>3.60</td>
</tr>
</tbody>
</table>

3. Contribution rate changes after the last Effective Date set forth in paragraph 2 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the periods when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement shall be the rates in effect on the last day of the then current collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels of the contribution rate is or becomes less than the then prevailing rate for the applicable collective bargaining class.

4. This Agreement between the Employer and the Union is an agreement to pay contributions to the Fund and when executed shall constitute an agreement to pay contributions to the Fund and to the Fund, shall be binding upon the Employer and the Union and shall be binding on all employees who shall be bound by the terms hereof.

5. When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund and the contributory, which shall be valid for contributions during the period covered by the agreement or modification. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund as required by this paragraph, shall not be binding on the Trustee and this Agreement and the agreement(s) that has been submitted to the Fund shall remain in effect. The following contributions shall be valid:

6. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund and includes casual employees (i.e., part-time employees who work from time to time or for a period of less than one year). Covered Employee shall not include any person employed in a supervisory capacity or any person employed for the principal purpose of managing the Fund.
due to death of an employee. If the Employee is not entitled to compensation, the Employer shall pay any contributions that would have been credited to any Covered Employee who is a re-employed service member on or after the date of the Uniformed Service member's death for his or her service during a period of uniformed service as defined at 10 C.F.R. § 101.3.

9. The Employer shall provide the Trustees with access to all payroll records and other pertinent records upon request by the Trustees. If objection is made to the Union's access to the Trustees' records or to other additional charges that result from the review of the records, all costs incurred by the Union in conducting the review shall be paid by the Employer and the Employer shall cooperate fully with the Union in this regard.

10. The Employer shall not be required to submit any documents concerning the Employer's obligations to pay contributions to any grievance arbitration or any other procedure under any collective bargaining agreement.

11. The Employer acknowledges that it is aware of the Fund's administrative procedures (including Special Bulletin 527) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any activity that conflicts with the provisions of this Agreement.

12. This Agreement shall extend to all respects to employees across the state in the state of the United States. No one shall be required by the Trustees to inform the Trustees of the state's contributions to the Fund and all contributions shall be made in accordance with the laws of the state. The Employer agrees that the state's contributions shall not begin to accrue until such time as the state receives actual written notice of the existence of the Employee's liability.

13. This Agreement may not be modified or amended without the written consent of the Fund. To the extent that any agreement or any provisions of this Agreement or any provisions of the collective bargaining agreement, or any collective bargaining agreement, shall conflict with this Agreement, the collective bargaining agreement shall control.

IN WITNESS WHEREOF, the Employer and Union have caused this instrument to be executed by their duly authorized representatives, the day and year first above written.

CONVENTION AND SHOW SERVICES, INC.

Redacted by U.S. Department of the Treasury

Date

1250 John A. Papalas
Lincoln Park, MI 48146

Complete Address of Employer

313 386-5555 313 386-2048

Telephone Number Fax Number

38-2482-434

Federal Employer Number

The Employer is a party to a National or Group Contract, indicate the name of such Contract

Expo Workers

X

37.10.411
PARTICIPATION AGREEMENT
CENRAL STATES, SOUTHEAST AND SOUTHWEST AREAS
PENSION FUND/HEALTH AND WELFARE FUND
9377 WEST HIGGINS ROAD
ROSEMONT, ILLINOIS 60018-4938
PHONE: (847) 518-9800

ACCOUNT NUMBER: 1843200-5501-111-B

THIS AGREEMENT sets forth the terms under which the Employer will participate in the Central States, Southeast and Southwest Areas Pension Fund ("Pension Fund") and/or the Central States, Southeast and Southwest Areas Health and Welfare Fund ("Health and Welfare Fund") in accordance with its collective bargaining agreement with the Union covering the following job classification(s): Shop Employees

and any other job classification covered by the collective bargaining agreement.

1. The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health and Welfare Fund and all amendments subsequently adopted as well as all rules and regulations presently in effect or subsequently adopted by the Trustees of the Fund(s) and accept the respective Employer and Employee Trustees and their successors.

2. The Employer shall contribute to the Pension Fund for each Covered Employee at the following rates:

- Effective Date: 07/27/08  Rate: $57.40/day + $1.20/day 401H
- Effective Date: 08/02/09  Rate: $61.80/day + $1.20/day 401H
- Effective Date: 08/01/10  Rate: $66.60/day + $1.20/day 401H

3. The Employer shall contribute to the Health and Welfare Fund for each Covered Employee at the following rates:

- Effective Date: 08/03/08  Rate: $293.70 / week
- Effective Date: 08/02/09  Rate: $264.75 / week
- Effective Date: 08/01/10  Rate: $278.70 / week

4. Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the periods when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to either the execution of a new collective bargaining agreement or the termination of this Agreement, shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then-published rate for the applicable benefit plan or class.

5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer’s obligation to pay contributions shall not terminate until a) the Trustees decide to terminate the participation of the Employer and provide written notice of such decision to the Employer specifying the date of termination of participation or b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s) Contracts Department at the address specified above sent by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute or c) the date the NLRB certifies the result of an election that terminates the Union’s representative status or d) the date the Union’s representative status terminates through a valid disclaimer of interest. In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund. In the event an NLRB election or disclaimer of interest referred to in c) or d) relates to only part of the bargaining unit, this Agreement shall remain in effect with respect to the remainder of the bargaining unit.

-1-

FEB 18 2009

CONTRACT DEPARTMENT

37.10.412
6. When a new collective bargaining agreement is signed by the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s) Contracts Department by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustee and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall alone remain enforceable. The following agreements shall not be valid: a) an agreement that purports to retroactively eliminate or reduce the Employer's statutory or contractual duty to contribute to the Fund(s); b) an agreement that purports to prospectively reduce the contribution rate payable to the Pension Fund or c) an agreement that purports to prospectively eliminate the duty to contribute to the Pension Fund during the stated term of a collective bargaining agreement that has been accepted by the Pension Fund.

7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e., short term employees who work for uncertain or irregular duration) except a casual employee shall not be a Covered Employee with respect to the Health and Welfare Fund if the collective bargaining agreement explicitly excludes casual employees from participation in the Health and Welfare Fund. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).

8. The Employer agrees to remit contributions on behalf of each Covered Employee for any period he/she receives, or is entitled to receive, compensation (regardless of whether the employment relationship is terminated), including show up time, overtime pay, holiday pay, disability or illness pay, layoff/severance pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance/arbitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-employed service member or former service member but for his or her absence during a period of uniformed service as defined at 32 C.F.R. §104.3.

9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a delinquency, a) the Employer shall be obligated to pay interest on the money due to the Fund(s) from the date when payment was due to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), including, but not limited to, attorneys' fees and costs and b) at the option of the Trustees or their delegated representative, the payment of contributions that accrue after the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered workforce on time, the Employer must pay the contributions billed by the Health and Welfare Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.

10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If litigation is required to either obtain access to the Employer's records or to collect additional items that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).

11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement.

12. The Employer acknowledges that it is aware of the Fund(s)' adverse selection rule (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.

13. This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Illinois ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's liability.

14. This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.
IN WITNESS WHEREOF, said Employer and Union have caused this Instrument to be executed by their duly authorized representatives, the day and year first above written.

JACK COOPER TRANSPORT Co

Redacted by U.S. Department of the Treasury

Local Union No. 41

Redacted by U.S. Department of the Treasury

Date: 2/5/09

2845 Grand Ave

KANSAS CITY, MO 64108

Complete Address of Employer

816-943-4000 816-943-5000

Telephone Number  Fax Number

73-0934011

Federal Employer Identification Number

RECEIVED

FEB 18 2009

CONTRACT
DEPARTMENT
PARTICIPATION AGREEMENT

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND/HEALTH AND WELFARE FUND
9377 WEST HIGGINS ROAD
ROSEMEENT, ILLINOIS 60018-4938
PHONE: (847) 518-9800

ACCOUNT NUMBER: 1843200-0601-89-C

THIS AGREEMENT sets forth the terms under which the Employer will participate in the Central States, Southeast and Southwest Areas Pension Fund ("Pension Fund") and/or the Central States, Southeast and Southwest Areas Health and Welfare Fund ("Health and Welfare Fund") in accordance with its collective bargaining agreement with the Union covering the following job classification(s): Office/Clerical.

and any other job classification covered by the collective bargaining agreement.

1. The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health and Welfare Fund and all amendments subsequently adopted as well as all rules and regulations presently in effect or subsequently adopted by the Trustees of the Fund(s) and accept the respective Employer and Employee Trustees and their successors.

2. The Employer shall contribute to the Pension Fund for each Covered Employee at the following rates:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>06/01/08</td>
<td>$85.00 per week</td>
</tr>
<tr>
<td>08/03/08</td>
<td>$91.80 per week</td>
</tr>
<tr>
<td>08/02/09</td>
<td>$99.10 per week</td>
</tr>
<tr>
<td>08/01/10</td>
<td>$107.00 per week</td>
</tr>
</tbody>
</table>

3. The Employer shall contribute to the Health and Welfare Fund for each Covered Employee at the following rates:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>06/01/08</td>
<td>$237.70 per week</td>
</tr>
<tr>
<td>08/03/08</td>
<td>$251.70 per week</td>
</tr>
<tr>
<td>08/02/09</td>
<td>$265.70 per week</td>
</tr>
<tr>
<td>08/01/10</td>
<td>$279.70 per week</td>
</tr>
</tbody>
</table>

4. Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the periods when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to either the execution of a new collective bargaining agreement or the termination of this Agreement, shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.

5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until a) the Trustees decide to terminate the participation of the Employer and provide written notice of their decision to the Employer specifying the date of termination of participation or b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s)' Contracts Department at the address specified above sent by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute or c) the date the NLRB certifies the result of an election that terminates the Union's representative status or d) the date the Union's representative status terminates through a valid disclaimer of interest. In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund. In the event an NLRB election or disclaimer of interest referred to in c) or d) relates to only part of the bargaining unit, this Agreement shall remain in effect with respect to the remainder of the bargaining unit.
6. When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s)’ Contracts Department by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer’s contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall alone remain enforceable. The following agreements shall not be valid: a) an agreement that purports to retroactively eliminate or reduce the Employer’s statutory or contractual duty to contribute to the Fund(s); b) an agreement that purports to prospectively reduce the contribution rate payable to the Pension Fund or c) an agreement that purports to prospectively eliminate the duty to contribute to the Pension Fund during the stated term of a collective bargaining agreement that has been accepted by the Pension Fund.

7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e. short term employees who work for uncertain or irregular duration) except a casual employee shall not be a Covered Employee with respect to the Health and Welfare Fund if the collective bargaining agreement explicitly excludes casual employees from participation in the Health and Welfare Fund. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).

8. The Employer agrees to remit contributions on behalf of each Covered Employee for any period he/she receives, or is entitled to receive, compensation (regardless of whether the employment relationship is terminated), including show up time pay, overtime pay, holiday pay, illness pay, layoff/severance pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance/arbitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be due to the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a reemployed service member or former service member but for his or her absence during a period of uniformed service as defined at 32 C.F.R. §104.3.

9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a delinquency, a) the Employer shall be obligated to pay interest on the monies due to the Fund(s) from the date when the payment was due to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), including, but not limited to, attorneys’ fees and costs and b) the option of the Trustees or their delegated representative, the payment of contributions that accrue after the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered workforce on time, the Employer must pay the contributions billed by the Health and Welfare Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.

10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If litigation is required to either obtain access to the Employer’s records or to collect additional billings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys’ fees and costs incurred by the Fund(s).

11. The Trustees shall not be required to submit any dispute concerning the Employer’s obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement.

12. The Employer acknowledges that it is aware of the Fund(s)’ adverse selection rule (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.

13. This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Illinois ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer’s liability.

14. This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.
IN WITNESS WHEREOF, said Employer and Union have caused this instrument to be executed by their duly authorized representatives, the day and year first above written.

Jack Cooper Transport Company

Redacted by U.S. Department of the Treasury

Date

2/6/09

Complete Address of Employer

Local Union No. 89

Redacted by U.S. Department of the Treasury

Date

2/6/09

Telephone Number

73-093 4011

Fax Number

Federal Employee Identification Number

If the Employer is signatory to a National or Group Contract, indicate the name of such Contract:

NATIONAL MASTER AUTOMOBILE TRANSPORTERS AGREEMENT

Is the Employer an itinerant construction company working on a project or on a seasonal basis? Yes

No
PARTICIPATION AGREEMENT

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS
PENSION FUND/HEALTH AND WELFARE FUND
9377 WEST HIGGINS ROAD
ROSEMONT, ILLINOIS 60018-4938
PHONE: (847) 518-9800

ACCOUNT NUMBER: 1843200-0801-00364A

THIS AGREEMENT sets forth the terms under which the Employer will participate in the Central States, Southeast and Southwest Areas Pension Fund ("Pension Fund") and/or the Central States, Southeast and Southwest Areas Health and Welfare Fund ("Health and Welfare Fund") in accordance with its collective bargaining agreement with the Union covering the following job classification(s):

and any other job classification covered by the collective bargaining agreement.

1. The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health and Welfare Fund and all amendments subsequently adopted as well as all rules and regulations presently in effect or subsequently adopted by the Trustees of the Fund(s) and accept the respective Employer and Employee Trustees and their successors.

2. The Employer shall contribute to the Pension Fund for each Covered Employee at the following rates:

   Effective Date: 07/20/2014
   Rate: $68.40/day = $1.20/day 401H

   Effective Date: 
   Rate: 

   Effective Date: 
   Rate: 

   Effective Date: 
   Rate: 

   Effective Date: 
   Rate: 

3. The Employer shall contribute to the Health and Welfare Fund for each Covered Employee at the following rates:

   Effective Date: 07/20/2014
   Rate: $305.75/week

   Effective Date: 08/01/2014
   Rate: $325.75/week

   Effective Date: 08/02/2015
   Rate: $345.75/week

   Effective Date: 
   Rate: 

   Effective Date: 
   Rate: 

   Effective Date: 
   Rate: 

   Effective Date: 
   Rate: 

* Not to Exceed

4. Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the periods when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to either the execution of a new collective bargaining agreement or the termination of this Agreement, shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.

5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until a) the Trustees decide to terminate the participation of the Employer and provide written notice of their decision to the Employer specifying the date of termination of participation or b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s)' Contracts Department at the address specified above sent by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute or c) the date the NLRB certifies the result of an election that terminates the Union's representative status or d) the date the Union's representative status terminates through a valid disclaimer of interest. In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund. In the event an NLRB election or disclaimer of interest referred to in c) or d) relates to only part of the bargaining unit, this Agreement shall remain in effect with respect to the remainder of the bargaining unit.
6. When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s) Contracts Department by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall alone remain enforceable. The following agreements shall not be valid: a) an agreement that purports to retroactively eliminate or reduce the Employer's statutory or contractual duty to contribute to the Fund(s); b) an agreement that purports to prospectively reduce the contribution rate payable to the Pension Fund or c) an agreement that purports to prospectively eliminate the duty to contribute to the Pension Fund during the stated term of a collective bargaining agreement that has been accepted by the Pension Fund.

7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e. short term employees who work for uncertain or irregular duration) except a casual employee shall not be a Covered Employee with respect to the Health and Welfare Fund if the collective bargaining agreement explicitly excludes casual employees from participation in the Health and Welfare Fund. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).

8. The Employer agrees to remit contributions on behalf of each Covered Employee for any period he/she receives, or is entitled to receive, compensation (regardless of whether the employment relationship is terminated), including show up time, overtime, holiday pay, disability or illness pay, layoff/severance pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance/arbitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-employed service member or former service member but for his or her absence during a period of uniformed service as defined at 32 C.F.R. §104.3.

9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to new hires, layoffs, terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a delinquency, a) the Employer shall be obligated to pay interest on the monies due to the Fund(s) from the date when payment was due to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), including, but not limited to, attorneys' fees and costs and b) at the option of the Trustees or their delegated representative, the payment of contributions that accrue after the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered workforce on time, the Employer must pay the contributions billed by the Health and Welfare Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.

10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If litigation is required to either obtain access to the Employer's records or to collect additional billings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).

11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement.

12. The Employer acknowledges that it is aware of the Fund(s)' adverse selection rule (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.

13. This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Illinois ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's liability.

14. This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.

-2-

37.10.419
IN WITNESS WHEREOF, said Employer and Union have caused this instrument to be executed by their duly authorized representatives, the day and year first above written.

Jack Cooper Transport Co Inc

Redacted by U.S. Department of the Treasury

Local Union No. 364

Printed Name and Title

8-25-14

Date

1100 Walnut St. Ste 2400

Kansas City MO 64106

Complete Address of Employer

816.983.4000 816.983.5000

Telephone Number Fax Number

73-0493030

Federal Employer Identification Number

If the Employer is signatory to a National or Group Contract, indicate the name of such Contract:

National Automobile Transportation Association (NATA)

Is the Employer an itinerant construction company working on a project or on a seasonal basis? Yes    No  

37.10.420
PARTICIPATION AGREEMENT

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND/HEALTH AND WELFARE FUND

9377 WEST HOGANS ROAD
ROSEMONT, ILLINOIS 60018-4938
PHONE: (847) 516-9800

This Agreement sets forth the terms under which the Employer will participate in the Central States, Southeast and Southwest Areas Pension Fund ("Pension Fund") and/or the Central States, Southeast and Southwest Areas Health and Welfare Fund ("Health and Welfare Fund") in accordance with its collective bargaining agreement with the Union covering the job classification(s) of [DR VERS]

1. The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health and Welfare Fund, all rules and regulations presently in effect or subsequently adopted by the Trustees of the Fund(s) and accept the respective Employer and Employee Trustees and their successors.

2. The Employer shall contribute to the Pension Fund per [Day] [Week/Month/Year] (choose one) (the "Contribution Period") for each Covered Employee at the following rates:

   Effective Date: June 4, 2001                       Rate: $30.20
   Effective Date: June 1, 2002                       Rate: $36.82
   Effective Date:                                     Rate:
   Effective Date:                                     Rate:
   Effective Date:                                     Rate:

3. The Employer shall contribute to the Health and Welfare Fund per [Week] (the "Contribution Period") for each Covered Employee at the following rates:

   Effective Date: June 4, 2001                       Rate: $175.70
   Effective Date: June 1, 2002                       Rate: To Be Determined
   Effective Date:                                     Rate:
   Effective Date:                                     Rate:
   Effective Date:                                     Rate:

4. Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the period when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to either the execution of a new collective bargaining agreement or the termination of this Agreement, shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.

5. The Agreement and the obligation to pay contributions to the Fund(s) will continue after the expiration of a collective bargaining agreement and during a strike except no contributions shall be due during a strike unless the Employer and the Union mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until either (a) the Trustees decide to terminate the Agreement and provide written notice of their decision to the Employer or (b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s) Contracts Department at the address specified above sent by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute. In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in (a) or (b) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund.

6. When a new collective bargaining agreement is signed by the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the new agreement or modification to the Fund(s) Contracts Department by certified mail (return receipt requested) at the address specified above. Any agreement or modification which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall alone remain enforceable.

7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement regarding contributions to the Fund(s) and includes casual employees (i.e. short-term employees who work for uncertain or irregular duration) unless the collective bargaining agreement explicitly excludes contributions on casual employees. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).

37.10.421
The Employer agrees to remit contributions on behalf of each Covered Employee who receives, or is entitled to receive, compensation for any part of the Contribution Period (regardless of whether the employment is by the hour, by the week, by the month, or by the year); provided, however, that the Employer shall pay in accordance with the terms of the Collective Bargaining Agreement. In the event of a default, the Employer shall pay the Trustee the amount of the default, plus interest, and shall be liable for any costs incurred in collecting the amount due. The Employer shall also be liable for any late fees or penalties imposed by the Trustee.

9. On or before the 15th day of each month, the Employer must report to the Trustee any changes in the Total Payroll, including any changes in the number of employees, wages, or the amount of pay received. The Employer shall also submit any contributions due for the previous month. Late payments may be subject to late fees.

10. The Employer shall provide the Trustee with access to its payroll records and other records necessary to determine the amount of contributions due. The Trustee may conduct an audit of the Employer's records to ensure compliance with the Agreement.

11. The Trustee shall be entitled to retain any dispute concerning the Employer's obligations to pay contributions to the Trustee. In such disputes, the Trustee's decision shall be final and binding.

12. The Employer acknowledges that it is aware of the Agreement's provisions concerning liens and other remedies available to the Trustee in the event of non-payment.

13. This Agreement shall be interpreted in accordance with the laws of the United States. In all actions taken by the Trustee to enforce the terms of this Agreement, the Employer agrees to comply with all applicable laws and regulations.

14. This Agreement may be modified or terminated by mutual agreement of the parties.

In witness whereof, the Employer and Union have caused this instrument to be executed on their behalf.

Redacted by U.S. Department of the Treasury

Redacted by U.S. Department of the Treasury

[2345 Grand Blvd., Suite 620]

KANSAS CITY, MO 64105-2626

Complete Address of Employer:

[816] 983-4000

Telephone Number:

[73-000001]

Federal Employer Number:

if the Employer is a participant in a National or Group Contract, indicate the name of such contract:

NATIONAL MASTER AUTOMOBILE TRANSPORTERS AGREEMENT

Is the Employer an exempt construction company working on a project or on a seasonal basis: Yes ☑

[07/08]
PARTICIPATION AGREEMENT

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND/HEALTH AND WELFARE FUND
9377 WEST HIGGINS ROAD
ROSEMONT, ILLINOIS 60018-4938
PHONE: (847) 518-5900

THIS AGREEMENT sets forth the terms under which the Employer will participate in the Central States, Southeast and Southwest Areas Pension Fund ("Pension Fund") and/or the Central States, Southeast and Southwest Areas Health and Welfare Fund ("Health and Welfare Fund") in accordance with its collective bargaining agreement with the Union covering the job classification(s) of: _________________.

1. The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health and Welfare Fund, all rules and regulations presently in effect or subsequently adopted by the Trustees of the Fund(s) and accept the respective Employer and Employee Trustees and their successors.

2. The Employer shall contribute to the Pension Fund per day week/day/hour (choose one) (the "Contribution Period") for each Covered Employee at the following rates:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>4/9/01</td>
<td>$33.60*</td>
</tr>
<tr>
<td>6/1/01</td>
<td>$35.20*</td>
</tr>
<tr>
<td>6/1/02</td>
<td>$36.80*</td>
</tr>
<tr>
<td></td>
<td>---</td>
</tr>
<tr>
<td></td>
<td>---</td>
</tr>
</tbody>
</table>

*These rates include the $1.20 per day 401(k) Prescription Drug Benefit Plan.

3. The Employer shall contribute to the Health and Welfare Fund per week (the "Contribution Period") for each Covered Employee at the following rates:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>4/9/01</td>
<td>$167.70</td>
</tr>
<tr>
<td>6/1/01</td>
<td>$175.70</td>
</tr>
<tr>
<td>6/1/02</td>
<td>Increase to match the National Master Freight Agreement for 2002</td>
</tr>
<tr>
<td></td>
<td>---</td>
</tr>
</tbody>
</table>

4. Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the periods when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to the execution of a new collective bargaining agreement or the termination of this Agreement is the rate in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.

5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement and during a strike except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until either (i) the Trustees decide to terminate the Agreement and provide written notice of their decision to the Employer or (ii) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received written notice received directed to the Fund(s)' Contracts Department at the address specified above sent by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute. In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in (i) or (ii) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund.

6. When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employee shall promptly submit the entire agreement or modification to the Fund(s)' Contracts Department by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which effects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall alone remain enforceable.

7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e. short term employees who work for uncertain or irregular duration) unless the collective bargaining agreement explicitly excludes contributions on casual employees. Covered Employees shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).
8. The Employer agrees to remit contributions on behalf of each Covered Employee who receives, or is entitled to receive, compensation for any part of the Contribution Period (regardless of whether the employment relationship is terminated), including but not limited to new hires, layoffs or terminations, which occurred during the prior month and must pay all contributions owed for the prior month. In the event of any delinquency, the Employer shall be obligated to pay interest on the monies due to the Fund(s) from the date when payment was due to the date when payment is made, together with expenses of collection incurred by the Fund(s), including, but not limited to, attorneys' fees and costs. The payment of contributions that accrue after the delinquency shall become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered workforce, the Employer shall pay the contributions billed by the Health and Welfare Fund regardless of actual terminations, layoffs of absence, and changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.

9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to, new hires, layoffs or terminations) that occurred during the prior month and must pay all contributions owed for the prior month. In the event of any delinquency, the Employer shall be obligated to pay interest on the monies due to the Fund(s) from the date when payment was due to the date when payment is made, together with expenses of collection incurred by the Fund(s), including, but not limited to, attorneys' fees and costs. The payment of contributions that accrue after the delinquency shall become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered workforce on time, the Employer must pay the contributions billed by the Health and Welfare Fund regardless of actual terminations, layoffs of absence, and changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.

10. The Employer shall provide the Trustees with access to all payroll records and other pertinent records when requested by the Fund(s). If the application is rejected, the Employer shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any arbitration procedure set forth in any collective bargaining agreement. To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.

11. The Employer acknowledges that it is aware of the Fund(s)' adverse selection rules (including Special Bulletin 50-7) and agrees that while the Agreement remains in effect, it will not enter into any agreement that violates the adverse selection rules.

12. The Agreement shall be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Illinois ten years written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's liability.

13. This Agreement may not be orally modified or terminated.

IN WITNESS WHEREOF, said Employer and Union have caused this instrument to be executed by their duly authorized representatives, the day and year first above written.

JACK COOPER TRANSPORT CO., INC.

Redacted by U.S. Department of the Treasury

Printed Name and Title

01 MAY 22

REV. 07/66
PARTICIPATION AGREEMENT

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND/HEALTH AND WELFARE FUND
9377 WEST HIGGINS ROAD
ROSEMONT, ILLINOIS 60018-4938
PHONE: (847) 518-5800

ACCOUNT NUMBER: _______________________

THIS AGREEMENT sets forth the terms under which the Employer will participate in the Central States, Southeast and Southwest Areas Pension Fund ("Pension Fund") and/or the Central States, Southeast and Southwest Areas Health and Welfare Fund ("Health and Welfare Fund") in accordance with its collective bargaining agreement with the Union covering the following job classification(s): Drivers and Garage and any other job classification covered by the collective bargaining agreement.

1. The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health and Welfare Fund and all amendments subsequently adopted as well as all rules and regulations presently in effect or subsequently adopted by the Trustees of the Fund(s) and accept the respective Employer and Employee Trustees and their successors.

2. The Employer shall contribute to the Pension Fund for each Covered Employee at the following rates:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>July 1, 2010</td>
<td>$232.70</td>
</tr>
<tr>
<td>July 1, 2011</td>
<td>$246.70</td>
</tr>
<tr>
<td>July 1, 2012</td>
<td>$259.00</td>
</tr>
<tr>
<td>July 1, 2013</td>
<td>$269.40</td>
</tr>
<tr>
<td>July 1, 2014</td>
<td>$280.20</td>
</tr>
</tbody>
</table>

3. The Employer shall contribute to the Health and Welfare Fund for each Covered Employee at the following rates:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

4. Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the periods when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to either the execution of a new collective bargaining agreement or the termination of this Agreement, shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.

5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until a) the Trustees decide to terminate the participation of the Employer and provide written notice of their decision to the Employer specifying the date of termination of participation or b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s)' Contracts Department at the address specified above sent by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute or c) the date the NLRB certifies the result of an election that terminates the Union's representative status or d) the date the Union's representative status terminates through a valid disclaimer of interest. In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund. In the event an NLRB election or disclaimer of interest referred to in c) or d) relates to only part of the bargaining unit, this Agreement shall remain in effect with respect to the remainder of the bargaining unit.

37.10.425
6. When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s)' Contracts Department by certified mail (return receipt requested) to the address specified above. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall alone remain enforceable. The following agreements shall not be valid: a) an agreement that purports to retroactively eliminate or reduce the Employer's statutory or contractual duty to contribute to the Fund(s); b) an agreement that purports to prospectively reduce the contribution rate payable to the Pension Fund or c) an agreement that purports to prospectively eliminate the duty to contribute to the Pension Fund during the stated term of a collective bargaining agreement that has been accepted by the Pension Fund.

7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e., short term employees who work for uncertain or irregular duration) except a casual employee shall not be a Covered Employee with respect to the Health and Welfare Fund if the collective bargaining agreement explicitly excludes casual employees from participation in the Health and Welfare Fund. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).

8. The Employer agrees to remit contributions on behalf of each Covered Employee for any period he/she receives, or is entitled to receive, compensation (regardless of whether the employment relationship is terminated), including show up time, overtime pay, holiday pay, disability or illness pay, layoff/severance pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance/arbitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-employed service member or former service member for his or her absence during a period of uniformed service as defined at 32 C.F.R. §104.3.

9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a delinquency, a) the Employer shall be obligated to pay interest on the monies due to the Fund(s) from the date of payment was due to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), including, but not limited to, attorneys' fees and costs and b) at the option of the Trustees or their delegated representative, the payment of contributions that accrue after the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered workforce on time, the Employer must pay the contributions billed by the Health and Welfare Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.

10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If litigation is required to either obtain access to the Employer's records or to collect additional billings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).

11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement.

12. The Employer acknowledges that it is aware of the Fund(s)' adverse selection rule (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.

13. This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Illinois ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's liability.

14. This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.
IN WITNESS WHEREOF, said Employer and Union have caused this Instrument to be executed by their duly authorized representatives, the day and year first above written.

Country Fresh, L.L.C.

Employer Name
Redacted by U.S. Department of the Treasury

Printed Name and Title

Date:
11-2-2010

Complete Address of Employer
3600 River Road
Franklin Park, Illinois 60131-2185

(847) 233-5498
Telephone Number
(847) 233-5505
Fax Number

Federal Employer Identification Number

If the Employer is signatory to a National or Group Contract, indicate the name of such Contract:

Is the Employer an itinerant construction company working on a project or on a seasonal basis? Yes ______ No ______
PARTICIPATION AGREEMENT

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS
PENSION FUND/HEALTH AND WELFARE FUND
9377 WEST HIGGINS ROAD
ROSEMONT, ILLINOIS 60018-4938
PHONE: (847) 518-9800

ACCOUNT NUMBER: 189700-0206-00449A

THIS AGREEMENT sets forth the terms under which the Employer will participate in the Central States, Southeast and Southwest Areas Pension Fund ("Pension Fund") and/or the Central States, Southeast and Southwest Areas Health and Welfare Fund ("Health and Welfare Fund") in accordance with its collective bargaining agreement with the Union covering the following job classification(s): Covington Textile Services

and any other job classification covered by the collective bargaining agreement.

1. The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health and Welfare Fund and all amendments subsequently adopted as well as all rules and regulations presently in effect or subsequently adopted by the Trustees of the Fund(s) and accept the respective Employer and Employee Trustees and their successors.

2. The Employer shall contribute to the Pension Fund for each Covered Employee at the following rates:

   Effective Date: 7/1/2015 - 6/30/16       Rate: $148.80 (4%)
   Effective Date:                      Rate: ____________________________
   Effective Date:                      Rate: ____________________________
   Effective Date:                      Rate: ____________________________
   Effective Date:                      Rate: ____________________________
   Effective Date:                      Rate: ____________________________

3. The Employer shall contribute to the Health and Welfare Fund for each Covered Employee at the following rates:

   Effective Date: ______________________ Rate: ____________________________
   Effective Date: ______________________ Rate: ____________________________
   Effective Date: ______________________ Rate: ____________________________
   Effective Date: ______________________ Rate: ____________________________
   Effective Date: ______________________ Rate: ____________________________

4. Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the periods when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to either the execution of a new collective bargaining agreement or the termination of this Agreement, shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.

5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until a) the Trustees decide to terminate the participation of the Employer and provide written notice of their decision to the Employer specifying the date of termination of participation or b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s)' Contracts Department at the address specified above sent by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute or c) the date the NLRA certifies the result of an election that terminates the Union's representative status or d) the date the Union's representative status terminates through a valid disclaimer of interest. In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund. In the event an NLRA election or disclaimer of interest referred to in c) or d) relates to only part of the bargaining unit, this Agreement shall remain in effect with respect to the remainder of the bargaining unit.

37.10.428
6. When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s)' Contracts Department by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall alone remain enforceable. The following agreements shall not be valid: a) an agreement that purports to retroactively eliminate or reduce the Employer's statutory or contractual duty to contribute to the Fund(s); b) an agreement that purports to prospectively reduce the contribution rate payable to the Pension Fund or c) an agreement that purports to prospectively eliminate the duty to contribute to the Pension Fund during the stated term of a collective bargaining agreement that has been accepted by the Pension Fund.

7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e., short term employees who work for uncertain or irregular duration) except a casual employee shall not be a Covered Employee with respect to the Health and Welfare Fund if the collective bargaining agreement explicitly excludes casual employees from participation in the Health and Welfare Fund. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).

8. The Employer agrees to remit contributions on behalf of each Covered Employee for any period he/she receives, or is entitled to receive, compensation (regardless of whether the employment relationship is terminated), including show up time pay, overtime pay, holiday pay, disability or illness pay, layoff/severance pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance/arbitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-employed service member or former service member but for his or her absence during a period of uniformed service as defined at 32 C.F.R. §104.3.

9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a delinquency, a) the Employer shall be obligated to pay interest on the monies due to the Fund(s) from the date when payment was due to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), including, but not limited to, attorneys' fees and costs and b) at the option of the Trustees or the Union or their respective representatives, the payment of contributions that accrue after the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered workforce on time, the Employer must pay the contributions billed by the Health and Welfare Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.

10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If litigation is required to either obtain access to the Employer's records or to collect additional billings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).

11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement.

12. The Employer acknowledges that it is aware of the Fund(s) adverse selection rule (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.

13. This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Illinois ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's liability.

14. This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.
IN WITNESS WHEREOF, said Employer and Union have caused this Instrument to be executed by their duly authorized representatives, the day and year first above written.

Coyne Textile Services

Employer Name

Redacted by U.S. Department of the Treasury

Printed Name and Title

June 26, 2015

Date

111 James E. Casey Drive, Buffalo, NY 14206

Complete Address of Employer

716-827-1500  716-827-1510

Telephone Number  Fax Number

16-6040758

Federal Employer Identification Number

If the Employer is signatory to a National or Group Contract, indicate the name of such Contract:

Is the Employer an itinerant construction company working on a project or on a seasonal basis? Yes No ☒

Local Union No.  Truck Drivers Local #449

Redacted by U.S. Department of the Treasury

Printed Name and Title

Date

RECEIVED

JUL 06 2015

CONTRACT DEPARTMENT
# Participation Agreement

Central States, Southeast and Southwest Areas Pension Fund ("Pension Fund") and/or the Central States, Southeast and Southwest Areas Health and Welfare Fund ("Health and Welfare Fund") in accordance with its collective bargaining agreement with the Union covering the following job classification(s): **Drivers** and any other job classification covered by the collective bargaining agreement.

1. The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health and Welfare Fund, all rules and regulations presently in effect or subsequently adopted by the Trustees of the Fund(s) and accept the respective Employer and Employee Trustees and their successors.

2. The Employer shall contribute to the Pension Fund for each Covered Employee at the following rates:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-1-06</td>
<td>91.00</td>
</tr>
<tr>
<td>1-1-07</td>
<td>97.40</td>
</tr>
<tr>
<td>1-1-08</td>
<td>104.20</td>
</tr>
</tbody>
</table>

3. The Employer shall contribute to the Health and Welfare Fund for each Covered Employee at the following rates:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

4. Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the periods when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to either the execution of a new collective bargaining agreement or the termination of this Agreement, shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the "trustees reserve the right to reduce benefit levels if the contribution rates are or becomes less than the then published rate for the applicable benefit plan or class.

5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement and during a strike except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until (a) the Trustees decide to terminate the participation of the Employer and provide written notice of their decision to the Employer specifying the date of termination of participation or (b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s) Contracts Department at the address specified above sent by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute or (c) the date the NLRB certifies the result of an election that terminates the Union's representative status or (d) the date the Union's representative status terminates through a valid disclaimer of interest. In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in (a) or (b) relates to only one Fund, then this
Agreement shall remain in effect with respect to the other Fund. In the event an NLRB election or disclaimer of interest referred to in c) or d) relates to only part of the bargaining unit, this Agreement shall remain in effect with respect to the remainder of the bargaining unit.

6. When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s) Contracts Department by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall alone remain enforceable. The following agreements shall not be valid: a) an agreement that purports to retroactively eliminate or reduce the Employer's statutory or contractual duty to contribute to the Fund(s); b) an agreement that purports to prospectively reduce the contribution rate payable to the Pension Fund or c) an agreement that purports to prospectively eliminate the duty to contribute to the Pension Fund during the stated term of a collective bargaining agreement that has been accepted by the Pension Fund.

7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e., short term employees who work for uncertain or irregular duration) except a casual employee shall not be a Covered Employee with respect to the Health and Welfare Fund if the collective bargaining agreement explicitly excludes casual employees from participation in the Health and Welfare Fund. Covered Employees shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).

8. The Employer agrees to remit contributions on behalf of each Covered Employee for any period he/she receives, or is entitled to receive, compensation (regardless of whether the employment relationship is terminated), including show up time pay, overtime pay, holiday pay, disability or illness pay, layoff/severance pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance/arbitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall be made to the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-employed service member or former service member but for his or her absence during a period of uniformed service as defined at 32 C.F.R. §104.3.

9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee's workforce (including, but not limited to new hires, layoffs or terminations) which occurs during the prior month and must pay all contributions owed for the prior month. In the event of a delinquency, a) the Employer shall be obligated to pay interest on the monies due to the Fund(s) from the date when payment was due to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), including, but not limited to, attorneys' fees and costs and b) at the option of the Trustees or their delegated representative, the payment of contributions that accrue after the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered workforce on time, the Employer must pay the contributions billed by the Health and Welfare Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.

10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If litigation is required to either obtain access to the Employer's records or to collect additional billings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).

11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement.

12. The Employer acknowledges that it is aware of the Fund(s)'s adverse selection rule (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.

13. This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Illinois ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's liability.

14. This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.

IN WITNESS WHEREOF, the Employer and Union have caused this instrument to be executed by their duly authorized representatives, the day and year first above written.
Crandell Brothers Trucking

Redacted by U.S. Department of the Treasury

3-6-06

800 Island Hwy
Charlotte, NC 48813

Complete Address of Employer

516.543.2930 516.543.7010

Telephone Number  Fax Number

38-1911522

Federal Employer Identification Number

If the Employer is signatory to a National or Group Contract, Indicate the name of such Contract:

______________________________

Is the Employer an itinerant construction company working on a project or on a seasonal basis: Yes ___ No ___

RECEIVED

MAR 15 2006

CONTRACT DEPARTMENT
PARTICIPATION AGREEMENT
CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND
HEALTH AND WELFARE FUND
9377 WEST MIGGINS ROAD
ROSEMONT, ILLINOIS 60018-4918
PHONE (847) 518-5800

THIS AGREEMENT sets forth the terms under which the Employer will participate in the Central States, Southeast and Southwest Areas Pension Fund ("Pension Fund") and/or the Central States, Southeast and Southwest Areas Health and Welfare Fund ("Health and Welfare Fund") in accordance with the collective bargaining agreement with the Union covering the following job classification(s): Truck Drivers - Crossnet, Inc. and any other job classification covered by the collective bargaining agreement.

1. The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health and Welfare Fund, all rules and regulations presently in effect or subsequently adopted by the Trustees of the Fund(s) and accept the respective Employer and Employee Trustees and their successors.

2. The Employer shall contribute to the Pension Fund for each Covered Employee at the following rates:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>12/4/95</td>
<td>63.80</td>
</tr>
<tr>
<td>12/3/96</td>
<td>64.50</td>
</tr>
<tr>
<td>12/2/07</td>
<td>66.40</td>
</tr>
<tr>
<td>11/30/08</td>
<td>68.20</td>
</tr>
<tr>
<td>12/6/09</td>
<td>70.00</td>
</tr>
</tbody>
</table>

3. The Employer shall contribute to the Health and Welfare Fund for each Covered Employee at the following rates:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

4. Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the periods when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to the execution of a new collective bargaining agreement or the termination of this Agreement, shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rates or becomes less than the then published rate for the applicable benefit plan of class.

5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement and during a strike except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until a) the Trustees decide to terminate the participation of the Employer and provide written notice of that decision to the Employer specifying the date of termination of participation or b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund's Contracts Department at the address specified above sent by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute or c) the date the NLRA certifies the result of an election that terminates the Union's representative status or d) the date the Union's representative status terminates through a valid disclaimer of interest. In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in a) or b) relates to only one Fund, the Agreement shall remain in effect with respect to the other Fund. In the event an NLRA election or a disclaimer of interest referred to in c) or d) relates to only part of the bargaining unit, this Agreement shall remain in effect with respect to the remainder of the bargaining unit.

6. When a new collective bargaining agreement is signed by the Employer and the Union to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s) Contracts Department by Federal Express (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall, alone remain enforceable. The following agreements shall not be void: a) an agreement that purports to retroactively abridge or reduce the Employer's statutory or contractual duty to contribute to the Fund(s), b) an agreement that purports to prospectively abridge or reduce the Employer's statutory or contractual duty to contribute to the Fund(s), c) an agreement that purports to prospectively eliminate the duty to contribute to the Pension Fund during the stated term of a collective bargaining agreement that has been accepted by the Pension Fund.

RECEIVED
NOV 16 2005

[Signature]
CONTRACT DEPARTMENT
The Employer agrees to remit contributions on behalf of each Covered Employee for any period the Employee is entitled to receive compensation (regardless of whether the employment relationship is terminated), including time pay, overtime pay, holiday pay, disability or illness pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance/arbitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall be made to the Fund(s) benefit of any Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-employed service member or former service member but for his or her absence during a period of uniformed service as defined in 32 C.F.R. § 104.3.

On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee's employment (including, but not limited to new hires, layoffs or terminations) which occurred during the prior month and shall pay all contributions owed for the prior month. In the event of a delinquency, the Employer shall be obligated to pay interest on the money due to the Fund(s) from the date when payment was due to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), including, but not limited to attorneys' fees and costs, and (D) at the option of the Trustees or their delegated representative, pay the payment of contributions that accrue after the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered workforce on time, the Employer must pay the contributioa due to the Trustees or their delegated representative and any other charges or changes in the workforce. The Trustees retain the right to terminate the participation of any Employer that fails to timely pay required contributions.

The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If the Employer is subject to any other laws or regulations governing the collection and payment of contributions to a collective bargaining agreement or a contract, the Employer shall, upon request, provide the Trustees with access to any payroll records and other pertinent records when requested by the Trustees.

The Trustees shall not be required to submit any dispute concerning the Employer's obligations to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement.

The Employee acknowledges that he is aware of the Fund(s)'s adverse selection rule (including Special Bulletin 50-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.

This Agreement shall be construed in accordance with the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, the Employer agrees to comply with all relevant laws and regulations applicable to such actions. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the occurrence of a violation by the Employer.

This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.

IN WITNESS WHEREOF, the Parties have caused this Instrument to be executed by their duly authorized representatives, the day and year first above written.

Redacted by U.S. Department of the Treasury

Date

P. O. Box 946
Warren PA 16365
Complete Address of Employer

(800) 876-2723 914-723-4270
Telephone Number  Fax Number

25 0426840
Federal Employer Identification Number

Is the Employer an incumbent contractor engaged in a seasonal basis? Yes No X

RECEIVED
NOV 1 6 2005
**PARTICIPATION AGREEMENT**

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND/HEALTH AND WELFARE FUND  
9377 WEST HIGGINS ROAD  
ROSEMONT, ILLINOIS 60018-4938  
PHONE: (847) 518-9800

ACCOUNT NUMBER: 1942300-0107-00512A/B

THIS AGREEMENT sets forth the terms under which the Employer will participate in the Central States, Southeast and Southwest Areas Pension Fund ("Pension Fund") and/or the Central States, Southeast and Southwest Areas Health and Welfare Fund ("Health and Welfare Fund") in accordance with its collective bargaining agreement with the Union covering the following job classification(s):  

and any other job classification covered by the collective bargaining agreement.

1. The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health and Welfare Fund and all amendments subsequently adopted as well as all rules and regulations presently in effect or subsequently adopted by the Trustees of the Fund(s) and accept the respective Employer and Employee Trustees and their successors.

2. The Employer shall contribute to the Pension Fund for each Covered Employee at the following rates:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>February 27, 2011</td>
<td>$246.70</td>
</tr>
<tr>
<td>March 4, 2012</td>
<td>$259.00</td>
</tr>
<tr>
<td>March 3, 2013</td>
<td>$269.40</td>
</tr>
</tbody>
</table>

3. The Employer shall contribute to the Health and Welfare Fund for each Covered Employee at the following rates:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>February 27, 2011</td>
<td>$281.70</td>
</tr>
<tr>
<td>March 4, 2012</td>
<td>$296.70*</td>
</tr>
<tr>
<td>March 3, 2013</td>
<td>$309.70*</td>
</tr>
</tbody>
</table>

*RATE TO MAINTAIN PLAN; NOT TO EXCEED

4. Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the periods when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to either the execution of a new collective bargaining agreement or the termination of this Agreement shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.

5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until a) the Trustees decide to terminate the participation of the Employer and provide written notice of their decision to the Employer specifying the date of termination of participation or b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s) Contracts Department at the address specified above sent by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute or c) the date the NLRB certifies the result of an election that terminates the Union's representative status or d) the date the Union's representative status terminates through a valid disclaimer of interest. In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund. In the event an NLRB election or disclaimer of interest referred to in c) or d) relates to only part of the bargaining unit, this Agreement shall remain in effect with respect to the remainder of the bargaining unit.
6. When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s) Contracts Department by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall alone remain enforceable. The following agreements shall not be valid: a) an agreement that purports to retroactively eliminate or reduce the Employer's statutory or contractual duty to contribute to the Fund(s); b) an agreement that purports to prospectively reduce the contribution rate payable to the Pension Fund or c) an agreement that purports to prospectively eliminate the duty to contribute to the Pension Fund during the stated term of a collective bargaining agreement that has been accepted by the Pension Fund.

7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e. short term employees who work for uncertain or irregular duration) except a casual employee shall not be a Covered Employee with respect to the Health and Welfare Fund if the collective bargaining agreement explicitly excludes casual employees from participation in the Health and Welfare Fund. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).

8. The Employer agrees to remit contributions on behalf of each Covered Employee for any period he/she receives, or is entitled to receive, compensation (regardless of whether the employment relationship is terminated), including show up time pay, overtime pay, holiday pay, disability or illness pay, layoff/severance pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance/arbitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-employed service member or former service member but for his or her absence during a period of uniformed service as defined at 32 C.F.R. § 104.3.

9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a delinquency, a) the Employer shall be obligated to pay interest on the monies due to the Fund(s) from the date when payment was due to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), including, but not limited to, attorneys' fees and costs and b) at the option of the Trustees or their delegated representative, the payment of contributions that accrue after the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered workforce on time, the Employer must pay the contributions billed by the Health and Welfare Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.

10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If litigation is required to either obtain access to the Employer's records or to collect additional billings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).

11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement.

12. The Employer acknowledges that it is aware of the Fund(s)' adverse selection rule (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.

13. This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Illinois ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's liability.

14. This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.
IN WITNESS WHEREOF, said Employer and Union have caused this Instrument to be executed by their duly authorized representatives, the day and year first above written.

CROWLEY LINER SERV. INC.

Redacted by U.S. Department of the Treasury

Printed Name and Title

9/19/11

Date

Complete Address of Employer

Telephone Number

Fax Number

Federal Employer Identification Number

If the Employer is signatory to a National or Group Contract, indicate the name of such Contract.

N/A

Is the Employer an itinerant construction company working on a project or on a seasonal basis? Yes No X

Redacted by U.S. Department of the Treasury

Printed Name and Title

3/14/11

Date

RECEIVED

AUG 30 2011

CONTRACT DEPARTMENT
PARTICIPATION AGREEMENT

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND/HEALTH AND WELFARE FUND
9377 WEST HIGGINS ROAD
ROSEMONT, ILLINOIS 60018-4038
PHONE: (847) 518-9800

THIS AGREEMENT sets forth the terms under which the Employer will participate in the Central States, Southeast and Southwest Areas Pension Fund ("Pension Fund") and the Central States, Southeast and Southwest Areas Health and Welfare Fund ("Health and Welfare Fund") in accordance with its collective bargaining agreement with the Union covering the job classification(s) of __________ and any other job classification covered by the collective bargaining agreement.

1. The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health and Welfare Fund, all rules and regulations presently in effect or subsequently adopted by the Trustees of the Fund(s) and accept the respective Employer and Employee Trustees and their successors.

2. The Employer shall contribute to the Pension Fund per Hour week/day/hour (choose one) the "Contribution Period" for each Covered Employee at the following rates:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jan 1, 2004</td>
<td>$3.90</td>
</tr>
<tr>
<td>Jan 1, 2005</td>
<td>$4.95</td>
</tr>
<tr>
<td>Jan 1, 2006</td>
<td>$4.70</td>
</tr>
<tr>
<td>Jan 1, 2007</td>
<td>$4.95</td>
</tr>
<tr>
<td>Jan 1, 2008</td>
<td>$5.90</td>
</tr>
</tbody>
</table>

3. The Employer shall contribute to the Health and Welfare Fund per week/hour (choose one) the "Contribution Period" for each Covered Employee at the following rates:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

4. Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be effective in accordance with the terms of the Agreement. The parties may execute an interim agreement establishing contribution rates in the absence of a new collective bargaining agreement. If a new collective bargaining agreement is being negotiated in the absence of an interim agreement, the contribution rate required to be paid under any collective bargaining agreement and prior to the execution of a new collective bargaining agreement or the termination of this Agreement shall be the rate as set forth in the terms of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan.

5. This Agreement and the obligation to pay contributions to the Fund(s) shall continue in effect following the termination of a collective bargaining agreement and during a strike except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until either (a) the Trustee decide to terminate the Agreement and provide written notice of their decision to the Employer or (b) the Employer is no longer obligated by a contract or agreement to contribute to the Fund(s) and the Fund(s) have received a written notice directing the Fund(s) Contracts Department to the address specified above. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Trustee(s) as required by this paragraph, shall not be binding on the Trustee(s) and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall remain enforceable.

6. When a new collective bargaining agreement is signed by the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s) Contracts Department by certified mail with return receipt requested at the address specified above. Any agreement or understanding which affects the Employer's contribution obligation which has been submitted to the Trustee(s) as required by this paragraph, shall not be binding on the Trustee(s) and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall remain enforceable.

7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e., short-term employees who work for an uncertain or irregular duration) unless the collective bargaining agreement explicitly excludes contributions to casual employees. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for a principal purpose of obtaining benefits from the Fund(s).

37.10.439
6. The Employer agrees to remit contributions on behalf of each Covered Employee who receives, or is entitled to receive, compensation for any part of the Contribution Period (regardless of whether the employment relationship is terminated), including show up time pay, overtime pay, holiday pay, disability or illness pay, layoff/reinstatement pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance/arbitration proceeding, or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-employed service member or former service member but for his or her absence during a period of uniformed service as defined at 10 C.F.R. §104.3.

9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to, new hires, layoffs, or terminations) which occurred during the prior month and must pay all contributions owed for the prior month in the event of a deficiency, (a) the Employer shall be obligated to pay interest on the monies due to the Fund(s) from the date when payment was due, to the date when the payment is made; together with all expenses of collection incurred by the Fund(s), including, but not limited to, attorneys' fees and costs, and (b) at the option of the Trustees or their delegate representatives, the payment of contributions that were due after the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the Covered Employee workforce on time, the Employer must pay the contributions billed by the Health and Welfare Fund regardless of actual terminations, layoffs of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.

10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). Information is required to another customer access to the Employer's records or to collect additional billing information that result from the review of the records; all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).

11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance or arbitration proceeding set forth in any collective bargaining agreement.

12. The Employer acknowledges that it is aware of the Fund(s)' adverse selection rules (including Special Bulletin 90-17) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rules.

13. This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Illinois ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's liability.

14. This Agreement may not be orally modified or terminated. To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.

IN WITNESS WHEREOF, the said Employer and Union have caused this instrument to be executed by their duly authorized representatives, the day and year first above written.

CZAROWSKI DISPLAY SERVICE, INC.

Redacted by U.S. Department of the Treasury

CZAROWSKI DISPLAY SERVICE, INC.
2287 S. BLUE ISLAND AVE
CHICAGO, IL 60608

Complete Address of Employer

241-1500 241-3740 Telephone Number 36-2695389 Fax Number

Federal Employer Number

14 MAY 2004

RECEIVED

CONTRACT DEPARTMENT

Is the Employer an independent construction company working on a project or on a seasonal basis: Yes ☒ No

rev 03/00

37.10.440
PARTICIPATION AGREEMENT

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS
PENSION FUND/HEALTH AND WELFARE FUND
9377 WEST HIGGINS ROAD
ROSEMONT, ILLINOIS 60018-4938
PHONE: (847) 518-9800

ACCOUNT NUMBER: ____________________________

THIS AGREEMENT sets forth the terms under which the Employer will participate in the Central States, Southeast and Southwest Areas Pension Fund ("Pension Fund") and/or the Central States, Southeast and Southwest Areas Health and Welfare Fund ("Health and Welfare Fund") in accordance with its collective bargaining agreement with the Union covering the following job classification(s): drivers

and any other job classification covered by the collective bargaining agreement.

1. The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health and Welfare Fund and all amendments subsequently adopted as well as all rules and regulations presently in effect or subsequently adopted by the Trustees of the Fund(s) and accept the respective Employer and Employee Trustees and their successors.

2. The Employer shall contribute to the Pension Fund for each Covered Employee at the following rates:

<table>
<thead>
<tr>
<th>Effective Date:</th>
<th>Rate:</th>
</tr>
</thead>
<tbody>
<tr>
<td>04/01/14</td>
<td>$142.90 PER WEEK</td>
</tr>
<tr>
<td>04/01/15</td>
<td>$151.50 PER WEEK</td>
</tr>
<tr>
<td>04/01/16</td>
<td>$157.60 PER WEEK</td>
</tr>
</tbody>
</table>

3. The Employer shall contribute to the Health and Welfare Fund for each Covered Employee at the following rates:

<table>
<thead>
<tr>
<th>Effective Date:</th>
<th>Rate:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

4. Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the periods when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to either the execution of a new collective bargaining agreement or the termination of this Agreement, shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.

5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until a) the Trustees decide to terminate the participation of the Employer and provide written notice of their decision to the Employer specifying the date of termination of participation or b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s)' Contracts Department at the address specified above sent by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute or c) the date the NLRB certifies the result of an election that terminates the Union's representative status or d) the date the Union's representative status terminates through a valid disclaimer of interest. In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund. In the event an NLRB election or disclaimer of interest referred to in c) or d) relates to only part of the bargaining unit, this Agreement shall remain in effect with respect to the remainder of the bargaining unit.

37.10.441
6. When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s)' Contracts Department by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall alone remain enforceable. The following agreements shall not be valid; a) an agreement that purports to retroactively eliminate or reduce the Employer's statutory or contractual duty to contribute to the Fund(s); b) an agreement that purports to prospectively reduce the contribution rate payable to the Pension Fund or c) an agreement that purports to prospectively eliminate the duty to contribute to the Pension Fund during the stated term of a collective bargaining agreement that has been accepted by the Pension Fund.

7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e. short term employees who work for uncertain or irregular duration) except a casual employee shall not be a Covered Employee with respect to the Health and Welfare Fund if the collective bargaining agreement explicitly excludes casual employees from participation in the Health and Welfare Fund. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).

8. The Employer agrees to remit contributions on behalf of each Covered Employee for any period he/she receives, or is entitled to receive, compensation (regardless of whether the employment relationship is terminated), including show up time pay, overtime pay, holiday pay, disability or illness pay, layoff/severance pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance/arbitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-employed service member or former service member but for his or her absence during a period of uniformed service as defined at 32 C.F.R. §104.3.

9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a delinquency, a) the Employer shall be obligated to pay interest on the monies due to the Fund(s) from the date when payment was due to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), including, but not limited to, attorneys' fees and costs and b) at the option of the Trustees or their delegated representative, the payment of contributions that accrue after the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered workforce on time, the Employer must pay the contributions billed by the Health and Welfare Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.

10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If litigation is required to either obtain access to the Employer's records or to collect additional billings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).

11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement.

12. The Employer acknowledges that it is aware of the Fund(s)' adverse selection rule (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.

13. This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Illinois ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's liability.

14. This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.
IN WITNESS WHEREOF, said Employer and Union have caused this instrument to be executed by their duly authorized representatives, the day and year first above written.

**Employer**

Redacted by U.S. Department of the Treasury

**Local Union No.** 135

Redacted by U.S. Department of the Treasury

**Printed Name and Title**

7/14/14

**Date**

7/22/14

**Date**

**Complete Address of Employer**

**Telephone Number**

**Fax Number**

**Federal Employer Identification Number**

If the Employer is signatory to a National or Group Contract, indicate the name of such Contract:

__________________________

Is the Employer an itinerant construction company working on a project or on a seasonal basis? **Yes** _____ **No** XX
PARTICIPATION AGREEMENT

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS
PENSION FUND/HEALTH AND WELFARE FUND
9377 WEST HIGGINS ROAD
ROSEMENT, ILLINOIS 60018-4938
PHONE: (647) 518-9500

ACCOUNT NUMBER: 2005450-0107-00407-A

THIS AGREEMENT sets forth the terms under which the Employer will participate in the Central States, Southeast and Southwest Areas Pension Fund ("Pension Fund") and/or the Central States, Southeast and Southwest Areas Health and Welfare Fund ("Health and Welfare Fund") in accordance with its collective bargaining agreement with the Union covering the following job classification(s):

________________________________________________________________________

and any other job classification covered by the collective bargaining agreement.

1. The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health and Welfare Fund and all amendments subsequently adopted as well as all rules and regulations presently in effect or subsequently adopted by the Trustees of the Fund(s) and accept the respective Employer and Employee Trustees and their successors.

2. The Employer shall contribute to the Pension Fund for each Covered Employee at the following rates:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>April 1, 2013</td>
<td>$59.30</td>
</tr>
<tr>
<td>April 1, 2014</td>
<td>$61.70</td>
</tr>
<tr>
<td>April 1, 2015</td>
<td>$64.20</td>
</tr>
<tr>
<td>April 1, 2016</td>
<td>$66.80</td>
</tr>
<tr>
<td>April 1, 2017</td>
<td>$68.40</td>
</tr>
</tbody>
</table>

3. The Employer shall contribute to the Health and Welfare Fund for each Covered Employee at the following rates:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>April 1, 2013</td>
<td>$309.70</td>
</tr>
<tr>
<td>April 1, 2014</td>
<td>$340.70</td>
</tr>
<tr>
<td>April 1, 2015</td>
<td>$374.80</td>
</tr>
<tr>
<td>April 1, 2016</td>
<td>Rate-to-maintain</td>
</tr>
<tr>
<td>April 1, 2017</td>
<td>Rate-to-maintain</td>
</tr>
</tbody>
</table>

* - Not to exceed.

4. Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the periods when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to either the execution of a new collective bargaining agreement or the termination of this Agreement, shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.

5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until (a) the Trustees decide to terminate the participation of the Employer and provide written notice of their decision to the Employer specifying the date of termination of participation or (b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s)'s Contracts Department at the address specified above sent by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute or (c) the date the NLRB certifies the result of an election that terminates the Union's representative status or (d) the date the Union's representative status terminates through a valid disclaimer of interest. In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund. In the event an NLRB election or disclaimer of interest referred to in c) or d) relates to only part of the bargaining unit, this Agreement shall remain in effect with respect to the remainder of the bargaining unit.
6. When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s) Contracts Department by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall alone remain enforceable. The following agreements shall not be valid: a) an agreement that purports to retroactively eliminate or reduce the Employer's statutory or contractual duty to contribute to the Fund(s); b) an agreement that purports to prospectively reduce the contribution rate payable to the Pension Fund or c) an agreement that purports to prospectively eliminate the duty to contribute to the Pension Fund during the stated term of a collective bargaining agreement that has been accepted by the Pension Fund.

7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e. short term employees who work for uncertain or irregular duration) except a casual employee shall not be a Covered Employee with respect to the Health and Welfare Fund if the collective bargaining agreement explicitly excludes casual employees from participation in the Health and Welfare Fund. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).

8. The Employer agrees to remit contributions on behalf of each Covered Employee for any period he/she receives, or is entitled to receive, compensation (regardless of whether the employment relationship is terminated), including show up time pay, overtime pay, holiday pay, disability or illness pay, layoff/severance pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance/arbitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-employed service member or former service member but for his or her absence during a period of uniformed service as defined at 32 C.F.R. §104.3.

9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to, new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a delinquency, a) the Employer shall be obligated to pay interest on the monies due to the Fund(s) from the date when payment was due to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), including, but not limited to, attorneys' fees and costs and b) at the option of the Trustees or their delegated representative, the payment of contributions that accrue after the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered workforce on time, the Employer must pay the contributions billed by the Health and Welfare Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.

10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If litigation is required to either obtain access to the Employer's records or to collect additional billings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).

11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement.

12. The Employer acknowledges that it is aware of the Fund(s)' adverse selection rule (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.

13. This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Illinois ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's liability.

14. This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.
IN WITNESS WHEREOF, said Employer and Union have caused this Instrument to be executed by their duly authorized representatives, the day and year first above written.

D C Transportation Service

Redacted by U.S. Department of the Treasury

Printed Name and Title

4/29/2013

Date

P.O. Box 33036

Cleveland OH 44133

Complete Address of Employer

646-237-0360 (440) 237-7360

Telephone Number Fax Number

Federal Employer Number

Printed Name and Title

4/25/13

Date

1920 KENScar

Complete Address of Employer

877-367-2270

Telephone Number Fax Number

Federal Employer Number

RECEIVED

MAY 13 2013

CONTRACT DEPARTMENT
PARTICIPATION AGREEMENT

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS
PENSION FUND/HEALTH AND WELFARE FUND
9377 WEST HIGGINS ROAD
ROSEMONT, ILLINOIS 60018-4938
PHONE: (847) 518-9800

ACCOUNT NUMBER: 2008401-0201-600-A

THIS AGREEMENT sets forth the terms under which the Employer will participate in the Central States, Southeast and Southwest Areas Pension Fund ("Pension Fund") and/or the Central States, Southeast and Southwest Areas Health and Welfare Fund ("Health and Welfare Fund") in accordance with its collective bargaining agreement with the Union covering the following job classification(s):

and any other job classification covered by the collective bargaining agreement.

1. The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health and Welfare Fund and all amendments subsequently adopted as well as all rules and regulations presently in effect or subsequently adopted by the Trustees of the Fund(s) and accept the respective Employer and Employee Trustees and their successors.

2. The Employer shall contribute to the Pension Fund for each Covered Employee at the following rates:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>01/01/09</td>
<td>$36.70</td>
</tr>
<tr>
<td>01/01/10</td>
<td>$39.60</td>
</tr>
<tr>
<td>01/01/11</td>
<td>$42.80</td>
</tr>
<tr>
<td>01/01/12</td>
<td>$46.20</td>
</tr>
<tr>
<td>01/01/13</td>
<td>$49.90</td>
</tr>
</tbody>
</table>

3. The Employer shall contribute to the Health and Welfare Fund for each Covered Employee at the following rates:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Not Fund Participant</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>N/A</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

4. Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the periods when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to either the execution of a new collective bargaining agreement or the termination of this Agreement, shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.

5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until a): the Trustees decide to terminate the participation of the Employer and provide written notice of their decision to the Employer specifying the date of termination of participation or b): the Employer is no longer obligated by a contract or state law to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s)'s Contracts Department at the address specified above sent by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute or c): the date the NLRB certifies the result of an election that terminates the Union's representative status or d): the date the Union's representative status terminates through a valid disclaimer of interest. In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund. In the event an NLRB election or disclaimer of interest referred to in c) or d) relates to only part of the bargaining unit, this Agreement shall remain in effect with respect to the remainder of the bargaining unit.
6. When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s)' Contracts Department by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall alone remain enforceable. The following agreements shall not be valid: a) an agreement that purports to retroactively eliminate or reduce the Employer's statutory or contractual duty to contribute to the Fund(s); b) an agreement that purports to prospectively reduce the contribution rate payable to the Pension Fund or c) an agreement that purports to prospectively eliminate the duty to contribute to the Pension Fund during the stated term of a collective bargaining agreement that has been accepted by the Pension Fund.

7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e. short term employees who work for uncertain or irregular duration) except a casual employee shall not be a Covered Employee with respect to the Health and Welfare Fund if the collective bargaining agreement explicitly excludes casual employees from participation in the Health and Welfare Fund. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).

8. The Employer agrees to remit contributions on behalf of each Covered Employee for any period he/she receives, or is entitled to receive, compensation (regardless of whether the employment relationship is terminated), including show up time, overtime pay, holiday pay, disability or illness pay, layoff/severance pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance/arbitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-employed service member or former service member but for his or her absence during a period of uniformed service as defined 32 C.F.R. §104.3.

9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workflow (including, but not limited to new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a delinquency, a) the Employer shall be obligated to pay interest on the monies due to the Fund(s) from the date when payment was due to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), including, but not limited to, attorneys' fees and costs and b) at the option of the Trustees or their delegated representative, the payment of contributions that accrue after the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered workforce on time, the Employer must pay the contributions billed by the Health and Welfare Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.

10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If litigation is required to either obtain access to the Employer's records or to collect additional billings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).

11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement.

12. The Employer acknowledges that it is aware of the Fund(s)' adverse selection rule (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.

13. This Agreement shall be construed in all respects according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Illinois ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's liability.

14. This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.
IN WITNESS WHEREOF, said Employer and Union have caused this instrument to be executed by their duly authorized representatives, the day and year first above written.

D & H Trucking Co., Inc.

Employer Name

[Redacted by U.S. Department of the Treasury]

Printed Name and Title

1/21/09

Date

5 Southlink Dr

Washington, Mo 63090

Complete Address of Employer

636 239 5433 6362391749

Telephone Number Fax Number

431273455

Federal Employer Identification Number

If the Employer is signatory to a National or Group Contract, indicate the name of such Contract:

__________________________________________________________________________

Is the Employer an itinerant construction company working on a project or on a seasonal basis? Yes ______ No ______

RECEIVED

JAN 29 2009

CONTRACT DEPARTMENT
PARTICIPATION AGREEMENT

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND
HEALTH AND WELFARE FUND
9377 WEST HIGGINS ROAD
ROSEMONT, ILLINOIS 60018-4938
PHONE: (847) 518-9200

THIS AGREEMENT sets forth the terms under which the Employer will participate in the Central States, Southeast and Southwest Areas Pension Fund ("Pension Fund") and/or the Central States, Southeast and Southwest Areas Health and Welfare Fund ("Health and Welfare Fund") in accordance with its collective bargaining agreement with the Union covering the job classifications as indicated in your collective bargaining agreement.

1. The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health and Welfare Fund, all rules and regulations presently in effect or subsequently adopted by the Trustee(s) of the Fund(s) and accept the respective Employer and Employee Trustees and their successors.

2. The Employer will contribute at the rates set forth in the collective bargaining agreement of the Pension Fund at a rate of

[Further details about the rates and contribution rates are provided in the document, but not fully transcribed here.]

3. This Agreement and the obligation to pay contributions to the Fund(s) will continue for the term of a collective bargaining agreement and during any strike or other stoppage during a strike or other stoppage, the Union and Employer will continue

[Further details about the term, strike, and other stoppages are provided in the document, but not fully transcribed here.]

4. When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s) for review.

[Further details about the new collective bargaining agreement and submission to the Fund(s) are provided in the document, but not fully transcribed here.]

5. For purposes of this Agreement, the term "Covered Employees" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes future employees (i.e., short-term employees who work for a full-term period) except a casual employee shall not be a Covered Employee with respect to the Health and Welfare Fund. The collective bargaining agreement specifically excludes casual employees from participation in the Health and Welfare Fund. Covered Employees shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).

[Further details about the definition of Covered Employees are provided in the document, but not fully transcribed here.]

The Employer agrees to remit contributions on behalf of each Covered Employee for any period of hours worked, or is entitled to receive, compensation (regardless of whether the Employment relationship is terminated), including:

[Further details about remittance of contributions are provided in the document, but not fully transcribed here.]

Date: Jan 3, 2020

[Contact information and dates are included in the document, but not fully transcribed here.]

37.10.450
7. On or before the 15th day of each month, the Employer must report to the Fund(s) all changes in the Covered Workforce (including, but not limited to layoffs, furloughs or terminations) which occurred during the prior month and were not reported previously. In the event of a delinquency, the Employer shall be obligated to pay interest on the amount due and to pay all contributions owed for the prior month, from the date when payment was due, to the date when the payment is made. Together with all expenses of collection incurred by the Fund(s), including, but not limited to, attorneys’ fees and costs incurred in the course of enforcing the terms of this Agreement. If a delinquent Employer becomes delinquent shall be accelerated so that the contributions owed for each payroll period are due on the following Monday. Any delinquent Employer shall be in default as of the following Monday. In the event of a delinquency, the Employer shall be in default of this Agreement and shall be subject to termination of any participation in the Fund(s) effective on the date of such delinquency. The Trustee reserve the right to terminate the participation of any Employer that fails to comply with the requirements of this Agreement.

8. The Employer shall provide the Trustee(s) with access to its payroll records and other pertinent records, when requested by the Trustee(s). If litigation is required to obtain access to the Employer's records, the Employer shall pay all costs incurred by the Trustee(s) in obtaining access to the records. The Employer and the Trustee shall pay any attorneys’ fees and costs incurred by the Fund(s).

9. The Trustee shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement.

10. The Employer acknowledges that it is aware of the Fund(s)' adverse selection rule and agrees that while this Agreement remains in effect, it will not enter into any agreement or arrangement in any practice that violates the adverse selection rule.

11. The Agreement shall be construed according to the laws of the United States. In all actions taken by the Trustee(s) to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the applicable law shall apply. The Employer agrees that any statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's liability.

12. This Agreement may not be modified or terminated without the written consent of the Fund(s) and the Trustee(s). To the extent there exists any conflict between any provisions of the Agreement and any provisions of any collective bargaining agreement, the provisions of this Agreement shall prevail.

If the Employer is signatory to a National or Group Contract, indicate the name of such Contract: ____________

Is the Employer an itinerant construction company working on a project or on a seasonal basis: Yes ____________ No ____________

RECEIVED

IN 30 Atlas CONSTRUCTION DEPARTMENT

R: WPW112666contract dept hom: 02-06 (no reel lines-mutual void) 07-06 08-06

37.10.451
IN WITNESS WHEREOF, said Employer and Union have caused this instrument to be executed by their duly authorized representatives, the day and year first above written.

DULUX EXPRESS USA INC.

Printed Name and Title

Date: 3-2-06

[Redacted by U.S. Department of the Treasury]

200 S. LIVE OAK

ORLANDO, FL 32814

Complete Address of Employer

7888-3718 7888-7217

Telephone Number Fax Number

Federal Employer Number

Redacted by U.S. Department of the Treasury

RECEIVED

3-0-2006

CONTRACT DEPARTMENT

R.W. Packard (contract dept. home PA 02-05 [no rate limit mail local] WDP

37.10.452
IN WITNESS WHEREOF, said Employer and Union have caused this instrument to be executed by their duly authorized representatives, the day and year first above written.

DHL EXPRESS (USA), INC.

[Redacted by U.S. Department of the Treasury]

[Date: 1/26/16]

[Address: 1200 S. Congress Ave, Coral Gables, FL 33134]

[Number: 305-366-9367]

[Local Union Nos. 100, 125, 289, 390]

[Representative Signature]

[Printed Name/Title]

[Date]

[Redacted by U.S. Department of the Treasury]

[Date: 2/4/06]

[Contract Department]

[Received: 2/3/06]
7. On or before the 15th day of each month, the Employer must report to the Fund(s) on the change in the Covered Employee workforce (including, but not limited to, layoffs, terminations, transfers, or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a dispute, the Employer may be required to pay interest on the money due to the Fund(s) from the date when payment was due, to the date when payment is made, together with all expenses of collection incurred by the Fund(s), including, but not limited to, attorneys' fees and costs and b) in the event of a specimen, the payment of contributions that accumulate after the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar week (Monday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered workforce, the Employer shall pay the contributions billed by the Health and Welfare Fund regardless of actual terminations, layoffs, or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.

8. The Employer shall provide the Trustees with access to all payroll records and other relevant records when requested by the Fund(s). If litigation is required to either obtain access to the Employer's records or to collect additional billings that result from the review of the records, all costs incurred by the Fund(s) in collecting these new shall be paid by the Employer and the money shall pay any attorneys' fees and costs incurred by the Fund(s).

9. The Trustees shall not be required to submit any dispute concerning the Employer's obligations to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement.

10. The Employer acknowledges that it is aware of the Fund(s)'s adverse selection rule (see Special Bulletin 20-7) and agrees that while this agreement remains in effect, it will not enter into any agreement or make any practice that violates any adverse selection rule.

11. This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Illinois ten-year written contract statute of limitations shall apply. The Employer agrees that a statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receives actual written notice of the existence of the Employer's liability.

12. This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provision of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.

If the Employer is a signatory to a National or Group Contract, indicate the name of such Contract:

Is the Employer an itinerant or construction company working on a project or on a seasonal basis? Y: Yes N: No
PARTICIPATION AGREEMENT

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND
HEALTH AND WELFARE FUND
8377 WEST GOINS ROAD
ROSEMONT, ILLINOIS 60018-4938

THIS AGREEMENT sets forth the terms under which the Employer will participate in the Central States, Southeast and Southwest Areas Pension Fund ("Pension Fund") and/or the Central States, Southeast and Southwest Areas Health and Welfare Fund ("Health and Welfare Fund") in accordance with its collective bargaining agreement with the Union covering the job classification(s) as indicated in your collective bargaining agreement.

1. The Employer agrees to pay contributions to the Fund(s) in accordance with the terms of the collective bargaining agreement(s) with the Union covering the job classification(s) as indicated in your collective bargaining agreement.

2. The Employer will contribute at the rates set forth in its collective bargaining agreement(s) with the Union covering the job classification(s) as indicated in your collective bargaining agreement(s).

3. The Employer and the Trustee agree to pay contributions to the Fund(s) at the rates set forth in the collective bargaining agreement(s) with the Union covering the job classification(s) as indicated in your collective bargaining agreement(s).

4. The Employer agrees to pay contributions to the Fund(s) at the rates set forth in the collective bargaining agreement(s) with the Union covering the job classification(s) as indicated in your collective bargaining agreement(s).

5. The Employer agrees to pay contributions to the Fund(s) at the rates set forth in the collective bargaining agreement(s) with the Union covering the job classification(s) as indicated in your collective bargaining agreement(s).

6. The Employer agrees to pay contributions to the Fund(s) at the rates set forth in the collective bargaining agreement(s) with the Union covering the job classification(s) as indicated in your collective bargaining agreement(s).

RECEIVED

JAN 3 1973

37.10.455
PARTICIPATION AGREEMENT

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUNDS-FRAF AND WEFAE RE FUNDS
9375 WEST WILLOW ROAD
ROSEVILLE, MINNESOTA 55113
PHONE (800) 756-9600

This Agreement sets forth the terms under which the Employer will participate in the Pension Funds of the Central States, Southeastern and Southwestern Areas of the Teamsters Union. The Pension Funds and the Teamsters Local 600 agree to the terms of this Agreement.

1. The Employer agrees to contribute to the Pension Funds an amount equal to the Pension Contributions specified herein, as amended from time to time, as determined by the Trustees of the Funds. The Pension Contributions shall be due and payable in accordance with the terms of this Agreement.

2. The contribution shall be calculated based on the number of hours worked by the employees of the Employer, as determined by the Trustees of the Funds. The contribution shall be paid in accordance with the terms of this Agreement.

3. This Agreement shall be effective as of the date specified herein and shall remain in effect for the period specified.

4. The Employer agrees to contribute to the Pension Funds an amount equal to the Pension Contributions specified herein, as amended from time to time, as determined by the Trustees of the Funds. The Pension Contributions shall be due and payable in accordance with the terms of this Agreement.

5. This Agreement shall remain in effect until terminated by mutual agreement of the Parties.

6. This Agreement may be amended from time to time by the mutual agreement of the Parties.

This Agreement is subject to the terms and conditions specified herein and is binding on the Parties.

[Signature]
[Date]

[Signature]
[Date]
PARTICIPATION AGREEMENT

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND/HEALTH AND WELFARE FUND
9377 WEST HIGGINS ROAD
ROSEMONT, ILLINOIS 60018-4938

This Agreement sets forth the terms under which the Employer shall participate in the Central States, Southeast and Southwest Areas Pension Fund ("Pension Fund") and the Central States, Southeast and Southwest Areas Health and Welfare Fund ("Health and Welfare Fund") in accordance with its collective bargaining agreement with the Union covering the job classifications as indicated in your collective bargaining agreement.

1. The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and the Health and Welfare Fund, all rules and regulations presently in effect or subsequently adopted by the Trustees of the Fund(s) and accept the respective Employer and Employee Trustees and their successors.

2. The Employer will contribute to the rates set forth in the collective bargaining agreement. Contribution rate changes after the last Effective Date shall be determined by each new collective bargaining agreement. The Employers may execute an inter-union agreement establishing contribution rates during the period when new collective bargaining agreements are being negotiated. In the absence of an inter-union agreement, the contribution rate required to be contributed under the terms of the most recent collective bargaining agreement shall be the rates in effect on the last day of the term of the last collective bargaining agreement. Health and Welfare contribution rate changes after the last Effective Date shall be determined by the Board of Trustees in order to maintain the same level of benefits. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.

3. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement and during any strike of the Employer or any walkout or other labor difficulty until either the Trustees or the Employer, at its option, decide to terminate their participation in the Fund(s). Written notice of their decision to the Employer specifying the date of termination of participation shall be treated as written notice of their decision to the Employer.

4. When a new collective bargaining agreement is signed by the Employer and the Union to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modifications to the Fund(s) and the Collective Bargaining Department of the Employer and the Department of the Employee which affects the contribution obligation. Any agreement of understanding which affects the Employer's contribution obligation shall be treated as written notice of their decision to the Employer.

5. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes any employee who is not a Covered Employee with respect to the Health and Welfare Fund if the collective bargaining agreement implicitly excludes such employees from participation in the Health and Welfare Fund. Covered Employee shall include any person employed in a managerial or supervisory capacity or any person engaged in the principal business of obtaining benefits from the Fund(s).

6. The Employer agrees to remit contributions on behalf of each Covered Employee in any period to the Fund(s) received, on time and in full, as required by the Trust Agreement(s) or as requested by the Trustees. The Employer shall be liable for all contributions, including contributions, which the Employer fails to remit on time and in full. Any contributions which are due within the fund's contribution period, or any contributions which are due at any time during the following year, shall be considered as contributions due for the following year.

"covered employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes any employee who is not a Covered Employee with respect to the Health and Welfare Fund if the collective bargaining agreement implicitly excludes such employees from participation in the Health and Welfare Fund. Covered Employee shall include any person employed in a managerial or supervisory capacity or any person engaged in the principal business of obtaining benefits from the Fund(s).

The Employer agrees to remit contributions on behalf of each Covered Employee in any period to the Fund(s) received, on time and in full, as required by the Trust Agreement(s) or as requested by the Trustees. The Employer shall be liable for all contributions, including contributions which the Employer fails to remit on time and in full. Any contributions which are due within the fund's contribution period, or any contributions which are due at any time during the following year, shall be considered as contributions due for the following year.

"covered employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes any employee who is not a Covered Employee with respect to the Health and Welfare Fund if the collective bargaining agreement implicitly excludes such employees from participation in the Health and Welfare Fund. Covered Employee shall include any person employed in a managerial or supervisory capacity or any person engaged in the principal business of obtaining benefits from the Fund(s).
7. On or before the 15th day of each month, the Employer must report to the Fund(s) an exchange in the Covered Employee workforce (including, but not limited to, new hires, layoffs or terminations) which occurred during the prior month and must pay contributions owed for those changes. In the event of a discontinuity, the Employer must be obligated to pay interest on the monies due to the Fund(s) from the date when payment was due to the date when the payment is made together with an interest rate charged by the Fund(s), prevailing, but not limited to, interest for late fees and costs and (b) as the option of the Trustees or their designated representative, the payment of contributions that accrue for the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered workforce or fails to pay the contributions owed by the Health and Welfare Fund, regardless of actual terminations, sick leave, layoffs, or other changes in the workforce, the Trustees reserve the right to terminate the participation of the Employer that fails to timely pay required contributions.

8. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If requested to do so, the Employer shall provide to the Trustees to collect additional monies that result from the review of the records. All costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).

9. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance arbitration or collective bargaining procedure set forth in any collective bargaining agreement.

10. The Employer acknowledges that it is aware of the Fund(s) adverse selection rule as set forth in Special Bulletin 80-07 and agrees that while the Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.

11. This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Illinois ten-year statute of limitations shall apply. The Employer agrees to the jurisdiction of the Illinois courts. The Employer agrees that any unpaid or delinquent contributions will be considered void if the Employer is not in compliance with this Agreement.

12. This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent that there is any conflict between any provisions of this Agreement and any provisions of a collective bargaining agreement, this Participation Agreement shall control.

If the Employer is a signatory to a National or Group Contract, indicate the name of such contract: 

[ ] Yes [ ] No

(R and M) Indicated date for IP 02.05.00, 1998-98-01

30.02.60 30.08.96 13:16 42/36/2005 13:16 30.02.60
**Central States**  
Fax: 847-518-9773  
Feb 2 2006 11:00  
F.04

IN WITNESS WHEREOF, said Employer and Union have caused this instrument to be executed by their duly authorized representatives, the day and year first above written.

**OHL EXPRESS USA INC.**

**Printed Name and Title**  
1/25/06  
Date

**Address:**  
PO BOX 3070  
FREDONIA, NY 14069  
Telephone Number: (716) 532-7280  
Fax Number: (716) 532-7281

**Redacted by U.S. Department of the Treasury**

<table>
<thead>
<tr>
<th>Local Union No.</th>
<th>Representative Signature</th>
</tr>
</thead>
<tbody>
<tr>
<td>100</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Local Union No.</th>
<th>Representative Signature</th>
</tr>
</thead>
<tbody>
<tr>
<td>124</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Local Union No.</th>
<th>Representative Signature</th>
</tr>
</thead>
<tbody>
<tr>
<td>209</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Local Union No.</th>
<th>Representative Signature</th>
</tr>
</thead>
<tbody>
<tr>
<td>467</td>
<td></td>
</tr>
</tbody>
</table>

**Federal Employer Number**

**Local Union No.**  
467  
Representative Signature  
Printed Name/Title  
Date

**Local Union No.**  
769  
Representative Signature  
Printed Name/Title  
Date

**Local Union No.**  
260  
Representative Signature  
Printed Name/Title  
Date

**Local Union No.**  
320  
Representative Signature  
Printed Name/Title  
Date

**Local Union No.**  
120  
Representative Signature  
Printed Name/Title  
Date

**Local Union No.**

**Printed Name and Title**  
1/25/06  
Date

**Redacted by U.S. Department of the Treasury**

**RECEIVED**  
1/30/2006  
MULTYACK DEPARTMENT
PARTICIPATION AGREEMENT

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND/HEALTH AND WELFARE FUND
9377 WEST HIGGINS ROAD
ROSEMONT, ILLINOIS 60018-4938
PHONE: (630) 518-8900

This Agreement sets forth the terms under which the Employer will participate in the Central States, Southeast and Southwest Areas Pension Fund ("Pension Fund") and/or the Central States, Southeast and Southwest Areas Health and Welfare Fund ("Health and Welfare Fund") in accordance with its collective bargaining agreement with the Union covering the following job classifications: DRIVERS & MECHANICS and any other job classification covered by the collective bargaining agreement.

1. The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health and Welfare Fund, all rules and regulations presently in effect or subsequently adopted by the Trustees of the Fund(s) and accept the respective Employer and Employee Trustees and their successors.

2. The Employer shall contribute to the Pension Fund for each Covered Employee at the following rates:
   Effective Date: JUNE 1, 2013
   Rate: $41.50 PER DAY / MAX $207.50 PER WK
   Effective Date: JUNE 1, 2014
   Rate: $43.20 PER DAY / MAX $216.00 PER WK
   Effective Date: JUNE 1, 2015
   Rate: $44.00 PER DAY / MAX $224.50 PER WK
   Effective Date: JUNE 1, 2016
   Rate: $46.70 PER DAY / MAX $233.50 PER WK

3. The Employer shall contribute to the Health and Welfare Fund for each Covered Employee at the following rates:
   Effective Date: JUNE 2, 2013
   Rate: $271.70 PER WEEK
   Effective Date: JUNE 1, 2014
   Rate: $303.00 PER WEEK
   Effective Date: MAY 31, 2015
   Rate: $336.20 PER WEEK

*NOT TO EXCEED

4. Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the periods when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid under termination of a collective bargaining agreement and prior to the execution of a new collective bargaining agreement or the termination of this Agreement, shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefits levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.

5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement and during any strike except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer’s obligation to pay contributions shall not terminate until the Trustees agree to terminate the participation of the Employer and provide written notice of their decision to the Employer specifying the date of termination of participation or the Employer is no longer obligated by a contract or agreement to contribute to the Fund(s) and the Fund(s) have received written notice directed to the Employer Department at the address specified above sent by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute or the date the NLRA certifies the result of an election that terminates the Fund(s).

6. When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s) by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer’s contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall not become enforceable.

7. The following agreements shall not be valid: a) an agreement that purports to retroactively eliminate or reduce the Employer’s statutory or contractual duty to contribute to the Fund(s); b) an agreement that purports to expire at a future date and does not change the contribution rate or otherwise affects the contribution rate payable to the Pension Fund.

37.10.462
7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e., short term employees who work for uncertain or irregular duration) except a casual employee shall not be a Covered Employee with respect to the Health and Welfare Fund if the collective bargaining agreement expressly excludes casual employees from participation in the Health and Welfare Fund. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).

8. The Employer agrees to remit contributions on behalf of each Covered Employee for any period he/she receives, or is entitled to receive, compensation (regardless of whether the employment relationship is terminated), including show up time pay, overtime pay, holiday pay, disability or illness pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance arbitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due on newly hired employees, contributions shall be due when the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-employed service member or former service member but for his or her absence during a period of uniformed service as defined in 32 C.F.R. §104.3.

9. On or before the 15th day of each month, the Employer shall report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to new hires, layoffs or terminations) which occurred during the prior month and shall make all contributions owed for the prior month to the Fund(s). In the event of a delay in the payment due date, the Employer shall be required to pay interest on the amounts due to the Fund(s) from the due date until payment is made, at the rate of interest, if any, charged by the Fund(s) to its other payers.

10. The Employer shall provide the Trustee with access to its payroll records and other pertinent records when requested by the Fund(s). If litigation is required to either obtain access to the Employer's records or to collect additional amounts that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).

11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance arbitration procedure set forth in any collective bargaining agreement.

12. The Employer acknowledges that it is aware of the Fund(s)’ adverse selection rule (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.

13. This Agreement shall in all respects be construed according to the laws of the United States. All actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, shall be governed by the Illinois income tax law. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive written notice of the existence of the Employer's liability.

14. This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exist any conflicts between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.

IN WITNESS WHEREOF, said Employer and Union have caused this instrument to be executed by their duly authorized representatives, this 4th day of March, 2013.
PARTICIPATION AGREEMENT

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS
PENSION FUND/HEALTH AND WELFARE FUND
9377 WEST HIGGINS ROAD
ROSEMONT, ILLINOIS 60018-4938
PHONE: (847) 518-9800

ACCOUNT NUMBER: 2024170 0101 00245 B

THIS AGREEMENT sets forth the terms under which the Employer will participate in the Central States, Southeast and Southwest Areas Pension Fund ("Pension Fund") and/or the Central States, Southeast and Southwest Areas Health and Welfare Fund ("Health and Welfare Fund") in accordance with its collective bargaining agreement with the Union covering the following job classification(s): PRODUCTION/MAINTENANCE LABORATORY, WAREHOUSE, FLIPPING and any other job classification covered by the collective bargaining agreement.

1. The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health and Welfare Fund and all amendments subsequently adopted as well as all rules and regulations presently in effect or subsequently adopted by the Trustees of the Fund(s) and accept the respective Employer and Employee Trustees and their successors.

2. The Employer shall contribute to the Pension Fund for each Covered Employee at the following rates:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>APRIL 27, 2008</td>
<td>$ 95.00 PER WEEK</td>
</tr>
<tr>
<td>APRIL 26, 2009</td>
<td>$ 105.00 PER WEEK</td>
</tr>
<tr>
<td>APRIL 25, 2010</td>
<td>$ 115.00 PER WEEK</td>
</tr>
<tr>
<td>APRIL 24, 2011</td>
<td>$ 115.00 PER WEEK</td>
</tr>
<tr>
<td>APRIL 29, 2012</td>
<td>$ 124.80 PER WEEK</td>
</tr>
</tbody>
</table>

3. The Employer shall contribute to the Health and Welfare Fund for each Covered Employee at the following rates:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

4. Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the periods when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to either the execution of a new collective bargaining agreement or the termination of this Agreement, shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.

5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until a) the Trustees decide to terminate the participation of the Employer and provide written notice of their decision to the Employer specifying the date of termination of participation or b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s) Contracts Department at the address specified above sent by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute or c) the date the NLRB certifies the result of an election that terminates the Union's representative status or d) the date the Union's representative status terminates through a valid disclaimer of interest. In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund. In the event an NLRB election or disclaimer of interest referred to in c) or d) relates to only part of the bargaining unit, this Agreement shall remain in effect with respect to the remainder of the bargaining unit.

37.10.464
6. When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s)’ Contracts Department by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer’s contribution obligations which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall alone remain enforceable. The following agreements shall not be valid: a) an agreement that purports, retroactively, to reduce the Employer’s statutory or contractual duty to contribute to the Fund(s); b) an agreement that purports to prospectively reduce the contribution rates payable to the Pension Fund; c) an agreement that purports to prospectively eliminate the duty to contribute to the Pension Fund during the stated term of a collective bargaining agreement that has been accepted by the Pension Fund.

7. For purposes of this Agreement, the term “Covered Employee” shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e. short term employees who work for uncertain or irregular duration) except a casual employee shall not be a Covered Employee with respect to the Health and Welfare Fund if the collective bargaining agreement explicitly excludes casual employees from participation in the Health and Welfare Fund. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).

8. The Employer agrees to remit contributions on behalf of each Covered Employee for any period he/she receives, or is entitled to receive, compensation (regardless of whether the employment relationship is terminated), including: a) time pay, overtime pay, holiday pay, disability or illness pay, severance pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance/arbitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-employed service member or former service member but for the period of absence during the period of uniformed service as defined at 32 C.F.R. §104.3.

9. On or before the 15th day of each month, the Employer must report to the Fund(s) any changes in the Covered Employee workplace (including, but not limited to, layoffs, terminations, payroll terminations) which occurred during the prior month and must: a) pay all contributions due for the prior month. In the event of a delinquency, a) the Employer shall be obligated to pay interest on the monies due to the Fund(s) from the date when payment was due to the date when the payment is made. Together with all expenses of collection incurred by the Fund(s), including, but not limited to, attorneys’ fees and costs, and b) on the behalf of the Trustees or their designee, the employer has become delinquent shall be accelerated so that contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered workforce on time, the Employer must pay the contributions billed by the Trustees of the Fund(s). The Employer and the Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.

10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If litigation is required to obtain access to the Employer’s records or to collect additional billings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys’ fees and costs incurred by the Fund(s).

11. The Trustees shall not be required to submit any dispute concerning the Employer’s obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement.

12. The Employer acknowledges that it is aware of the Fund(s)’ adverse selection rate (including Special Bulletin 90-4) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rate.

13. This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Illinois ten-year statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) have received actual written notice of the existence of the Employer’s liability.

14. This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.
IN WITNESS WHEREOF, said Employer and Union have caused this Instrument to be executed by their duly authorized representatives, the day and year first above written.

DAIRY FARMERS OF AMERICA - CABOOL, MISSOURI PLANT

Local Union No. TEAMSTERS LOCAL 245

Redacted by U.S. Department of the Treasury

Redacted by U.S. Department of the Treasury

Date 10/06/08

Date 10/06/08

950 METRECAL TRACE

CABOOL, MO 65689

Complete Address of Employer

417.962.4243 417.962.4242

Telephone Number  Fax Number

Federal Employer Identification Number

If the Employer is signatory to a National or Group Contract, indicate the name of such Contract:

N/A

Is the Employer an itinerant construction company working on a project or on a seasonal basis? Yes ______ No ______

RECEIVED

NOV 21 2008

CONTRACT DEPARTMENT

-3-
PARTICIPATION AGREEMENT

CENTRAL STATES, SOUTHWEST AND SOUTHEAST AREAS PENSION FUND/HEALTH AND WELFARE FUND
9377 WEST HIGGINS ROAD
ROSEMONT, ILLINOIS 60018-4938
PHONE (847) 518-5600

ACCOUNT NUMBER:

THIS AGREEMENT sets forth the terms under which the Employer will participate in the Central States, Southeast and Southwest Areas Pension Fund ("Pension Fund") and/or the Central States, Southeast and Southwest Areas Health and Welfare Fund ("Health and Welfare Fund") in accordance with its collective bargaining agreement with the Union covering the following job classification(s):

and any other job classification covered by the collective bargaining agreement.

1. The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health and Welfare Fund and all amendments subsequently adopted as well as all rules and regulations presently in effect or subsequently adopted by the Trustees of the Fund(s) and accept the respective Employer and Employee Trustees and their successors.

2. The Employer shall contribute to the Pension Fund for each Covered Employee at the following rates:

   Effective Date: 4/1/12  Rate: $52.00/day/$264.50 max week
   Effective Date: 4/1/13  Rate: $55.00/day/$275.00 max week
   Effective Date: 4/1/14  Rate: $57.20/day/$286.00 max week
   Effective Date: 4/1/15  Rate: $59.50/day/$297.50 max week
   Effective Date: 4/1/16  Rate: $61.50/day/$309.50 max week

3. The Employer shall contribute to the Health and Welfare Fund for each Covered Employee at the following rates:

   Effective Date: not applicable  Rate: 
   Effective Date: 
   Effective Date: 
   Effective Date: 
   Effective Date: 

4. Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the period when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to either the execution of a new collective bargaining agreement or the termination of this Agreement shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.

5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until a) the Trustees decide to terminate the participation of the Employer and provide written notice of their decision to the Employer specifying the date of termination of participation or b) the Employer is no longer obligated to pay contributions to the Fund(s) and the Fund(s) have received a written notice directed to the Employer's Contracts Department at the address specified above and by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute or c) the date the NLRB certifies the result of a election that terminates the Union's representative status or d) the date the Union's representative status terminates through a valid disclaimer of interest. In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund. In the event an NLRB election or disclaimer of interest referred to in c) or d) relates to only part of the bargaining unit, this Agreement shall remain in effect with respect to the remainder of the bargaining unit.

-1-

RECEIVED

APR 24 2012

37.10.467

CONTRACT
DEPARTMENT
3. When a new collective bargaining agreement is signed by the Employer and the Union, agreement to change the collective bargaining agreement, the Employer shall promptly furnish the entire agreement or modification to the Fund's Contracts Department by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer's contributions obligation which has not been submitted to the Fund as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement that has been submitted to the Fund, shall alone remain enforceable. The following agreements shall not be valid: a) an agreement that purports to retroactively eliminate or reduce the Employer's contributions to the Fund(s); b) an agreement that purports to prospectively reduce the contribution rate payable to the Pension Fund or c) an agreement that purports to prospectively eliminate the duty to contribute to the Pension Fund during the stated term of a collective bargaining agreement that has been accepted by the Pension Fund.

7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees of short term employees who work for uncertain or irregular duration, except a casual employee shall not be a Covered Employee with respect to the Health and Welfare Fund if the collective bargaining agreement explicitly excludes casual employees from participation in the Health and Welfare Fund. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).

8. The Employer agrees to remit contributions on behalf of each Covered Employee for any period for which he receives or is entitled to receive compensation (regardless of whether the employment relationship remains), including any contributions for the health and welfare fund required by the collective bargaining agreement. Contributions shall be remitted to the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-employed service member or former service member but for his or her absence during a period of unemployment as defined at 32 C.F.R. §104.3.

9. On or before the 15th day of each month, the Employer shall remit to the Fund(s) any change in the Covered Employee workforce (including, but not limited to, new hires, layoffs or terminations) which occurred during the prior month and has not been reported within the prior month. In the event of a delinquency, a) the Employer shall be obligated to pay interest on the amount due to the Fund(s) from the date when payment was due to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), including, but not limited to, attorneys' fees and costs and b) at the option of the Trustees or their designated representative, the payment of contributions that accrue after the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered workforce on time, the Employer shall pay the contributions billed by the Health and Welfare Fund regardless of actual terminations, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.

10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If litigation is required to either obtain access to the Employer's records or to collect additional settlements that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).

11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance/ arbitration procedure set forth in any collective bargaining agreement.

12. The Employer acknowledges that it is aware of the Fund(s)' adverse selection rule (including Special Bulletin 93-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.

13. This Agreement shall be interpreted according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Illinois ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's liability.

14. This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.
IN WITNESS WHEREOF, said Employer and Union have caused this Instrument to be executed by their duly authorized representatives, the day and year first above written.

Redacted by U.S. Department of the Treasury

Date

12/30/12

Printed Name and Title

Redacted by U.S. Department of the Treasury

Printed Name and Title

4/23/12

Date

RECEIVED

APR 24 2012

CONTRACT DEPARTMENT

If the Employer is signatory to a National or Group Contract, indicate the name of such Contract:

MIA Underground, Associated Company

Is the Employer an itinerant construction company working on a project or on a seasonal basis? Yes ☐ No ☐
PARTICIPATION AGREEMENT
CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS
PENSION FUND/HEALTH AND WELFARE FUND
9377 WEST HIGGINS ROAD
ROSEMONT, ILLINOIS 60018-4938
PHONE (847) 516-9800

THIS AGREEMENT sets forth the terms under which the Employer will participate in the Central States, Southeast and Southwestern Areas Pension Fund ("Pension Fund") and/or the Central States, Southeast and Southwestern Areas Health and Welfare Fund ("Health and Welfare Fund") in accordance with the collective bargaining agreement(s) with the Union covering the following job classification(s) and any other job classification covered by the collective bargaining agreement:

1. The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health and Welfare Fund, all rules and regulations presently in effect or subsequently adopted by the Trustees of the Fund(s) and accept the respective Employer and Employer Trustees and their successors.

2. The Employer shall contribute to the Pension Fund for each Covered Employee at the following rates:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>4-01-06</td>
<td>$177.60</td>
</tr>
<tr>
<td>4-01-07</td>
<td>$190.00</td>
</tr>
<tr>
<td>4-01-08</td>
<td>$203.10</td>
</tr>
<tr>
<td>4-01-09</td>
<td>$217.50</td>
</tr>
</tbody>
</table>

3. The Employer shall contribute to the Health and Welfare Fund for each Covered Employee at the following rates:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>n/a</td>
<td>n/a</td>
</tr>
</tbody>
</table>

4. Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rates changes shall be incorporated into this Agreement. The parties agree to exercise and implement the collective bargaining agreement and shall not be bound by any contract or agreement not in writing or otherwise. If the Employer is unable to agree to any contract or agreement, the Employer shall contribute to the Fund(s) at the rates and in the manner established by the Trust Agreement(s) and provide written notice of their decision to the Union specifying the date of termination of participation or the date the Employer is no longer bound by a contract or agreement.

5. This Agreement and the obligation to pay contributions to the Fund(s) shall continue after the termination of a collective bargaining agreement and during a strike or lockout, if the Union and the Employer mutually agree in writing otherwise. If a strike or lockout occurs, the Employer shall continue to participate in the Pension Fund and the Health and Welfare Fund and the rates specified herein shall continue until a new collective bargaining agreement is signed or a new contract is entered into. In the event of a strike or lockout, the Employer shall continue to contribute to the Fund(s) at the rates and in the manner established by the Trust Agreement(s) and provide written notice of their decision to the Union specifying the date of termination of participation or the date the Employer is no longer bound by a contract or agreement.

6. When a new collective bargaining agreement is signed by the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s) by certified mail (return receipt requested) at the addresses specified above. Any agreement or understanding which affects the Employer's contribution obligation is not a valid agreement until it is submitted to the Fund(s) and the Fund(s) and the Union(s) have an opportunity to agree.

RECEIVED
AUG 2, 19XX
CONTRACT

37.10.470
4. For purposes of this Agreement, the term Covered Employee shall mean any full-time or part-time employee covered by a collective bargaining agreement with the Fund(s) and includes no term employees who work for an uncertain or irregular duration or a casual employee shall be a Covered Employee with respect to the Health and Welfare Fund. If the collective bargaining agreement explicitly excludes casual employees from participation in the Health and Welfare Fund, then the Covered Employee shall not include any person employed by a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).

8. The Employer agrees to remit contributions on behalf of each Covered Employee for any period he/she receives, or is entitled to receive, compensation regardless of whether the employment relationship is terminated, including absence due to illness, vacation, holiday pay, personal time off, and other periods of leave. If the collective bargaining agreement requires contributions to be made on a specified date or other period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the collective bargaining agreement, contributions shall be made to the Fund(s) on behalf of each Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-employment service member or former service member but for his or her absence, during a period of unemployment as defined at 10 CFR § 104.3.

9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workload (including, but not limited to, layoffs, layoffs or terminations, holidays, or other events) that occurred during the prior month, and must pay all contributions owed for the prior month. In the event of a delinquency, (a) the Employer shall be obligated to pay interest on contributions due to the Fund(s) from the date when payment was due to the date when payment is made, together with interest on contributions paid to the Fund(s) in accordance with the provisions of the collective bargaining agreement; and (b) at the option of the Trustee or the employer, advances of contributions shall be made in such manner as the Trustee shall determine necessary to ensure the proper operation of the Fund(s). If the Employer fails to remit contributions made by the Fund(s) disregarding an employer’s absence, layoffs, or other changes in the workforce, the Trustee retains the right to terminate the participation of any Employer that fails to timely pay required contributions.

10. The Employer shall provide the Trustee with access to all payroll records and other pertinent records when required by the Fund(s). If an edit is required by either party, the Trustee shall request access to the Employer's records or to collect their respective portions of the costs incurred by the Trustee in conducting the review. The Employer shall provide the Trustee with any necessary dates and costs incurred by the Fund(s).

11. The Trustee shall not be required to submit to any dispute concerning the Employer's obligation to pay contributions by any grievance, arbitration, or other procedure set forth in any collective bargaining agreement.

12. The Employer acknowledges that it is aware of the Fund(s)' adverse selection rules (including Special Bulletin 89-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.

13. This Agreement shall be interpreted to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Employer agrees to the terms of this Agreement. If any term of this Agreement is declared invalid or unenforceable, the remaining terms shall apply. The Employer agrees that the intent of this Agreement is to distribute contributions to the Fund(s) and that any disputes shall be settled by the Trustees in accordance with the provisions of the collective bargaining agreement and any other agreements that may affect the operation of the Fund(s).

14. This Agreement may be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.

IN WITNESS WHEREOF, the said Employer and Union have caused this instrument to be executed by their duly authorized representatives, the day and year first above written.

DARLING INTERNATIONAL INC.

Redacted by U.S. Department of the Treasury

Redacted by U.S. Department of the Treasury

Printed Name and Title

July 24, 2006

Date

3350 Greenfield, Nashville, TN 37211

Complete Address of Employer

813-926-7400

Telephone Number

Fax Number

Federal Employer Identification Number

If the Employer is a signatory to a National or Group Contract, Indicate the name of such Contract

Is the Employer an interplant company working on a project or program bond?

Yes No

RECEIVED

AUG 24 2003

CONTRACT DEPARTMENT
PARTICIPATION AGREEMENT

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS
PENSION FUND/HEALTH AND WELFARE FUND
9377 WEST HOGGINS ROAD
ROSEMONT, ILLINOIS 60018-4938
PHONE: (847) 518-8800

ACCOUNT NUMBER: 2055000-0900-05135A

THIS AGREEMENT sets forth the terms under which the Employer will participate in the Central States, Southeast and Southwest Areas Pension Fund ("Pension Fund") and/or the Central States, Southeast and Southwest Areas Health and Welfare Fund ("Health and Welfare Fund") in accordance with its collective bargaining agreement with the Union covering the following job classification(s): TRUCK DRIVERS AND MECHANICS AT THE COMPANY'S INDIANAPOLIS, INDIANA AND PLYMOUTH, INDIANA FACILITIES and any other job classification covered by the collective bargaining agreement.

1. The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health and Welfare Fund and all amendments subsequently adopted as well as all rules and regulations presently in effect or subsequently adopted by the Trustees of the Fund(s) and accept the respective Employer and Employee Trustees and their successors.

2. The Employer shall contribute to the Pension Fund for each Covered Employee at the following rates:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>MAY 2, 2014</td>
<td>$140.20</td>
</tr>
<tr>
<td>MAY 2, 2015</td>
<td>148.60</td>
</tr>
</tbody>
</table>

3. The Employer shall contribute to the Health and Welfare Fund for each Covered Employee at the following rates:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate</th>
</tr>
</thead>
</table>

4. Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the period when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to either the execution of a new collective bargaining agreement or the termination of this Agreement, shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.

5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until: a) the Trustees decide to terminate the participation of the Employer and provide written notice of their decision to the Employer specifying the date of termination of participation or b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s)' Contracts Department at the address specified above sent by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute or c) the date the NLRB certifies the result of an election that terminates the Union's representative status or d) the date the Union's representative status terminates through a valid disclaimer of interest. In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund. In the event an NLRB election or disclaimer of interest referred to in c) or d) relates to only part of the bargaining unit, this Agreement shall remain in effect with respect to the remainder of the bargaining unit.

-1-

37.10.472
6. When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s)' Contracts Department by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer’s contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall alone remain enforceable. The following agreements shall not be valid: a) an agreement that purports to retroactively eliminate or reduce the Employer’s statutory or contractual duty to contribute to the Fund(s); b) an agreement that purports to prospectively reduce the contribution rate payable to the Pension Fund or c) an agreement that purports to prospectively eliminate the duty to contribute to the Pension Fund during the stated term of a collective bargaining agreement that has been accepted by the Pension Fund.

7. For purposes of this Agreement, the term “Covered Employee” shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e. short-term employees who work for uncertain or irregular duration) except a casual employee shall not be a Covered Employee with respect to the Health and Welfare Fund if the collective bargaining agreement explicitly excludes casual employees from participation in the Health and Welfare Fund. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).

8. The Employer agrees to remit contributions on behalf of each Covered Employee for any period he/she receives, or is entitled to receive, compensation (regardless of whether the employment relationship is terminated), including show up time, overtime pay, holiday pay, disability or illness pay, layoff/severance pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance/arbitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-employed service member or former service member for his or her absence during a period of uniformed service as defined at 32 C.F.R. §104.3.

9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a delinquency, a) the Employer shall be obligated to pay interest on the monies due to the Fund(s) from the date when payment was due to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), including, but not limited to, attorneys’ fees and costs and b) at the option of the Trustees their delegate representative, the payment of contributions that become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Tuesday. If the Employer fails to report changes in the covered workforce on time, the Employer must pay the contributions billed by the Health and Welfare Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.

10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If litigation is required to either obtain access to the Employer's records or to collect additional billings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys’ fees and costs incurred by the Fund(s).

11. The Trustees shall not be required to submit any dispute concerning the Employer’s obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement.

12. The Employer acknowledges that it is aware of the Fund(s)’ adverse selection rule (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.

13. This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Illinois ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer’s liability.

14. This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.
IN WITNESS WHEREOF, said Employer and Union have caused this instrument to be executed by their duly authorized representatives, the day and year first above written.

Dundie International Inc.

Redacted by U.S. Department of the Treasury

Printed Name and Title

SEP 15 2014

Date

Local Union No. 135

Redacted by U.S. Department of the Treasury

Printed Name and Title

7/18/14

Date

RECEIVED

OCT 01 2014

CONTRACT DEPARTMENT

Complete Address of Employer

Telephone Number

Fax Number

Federal Employer Identification Number

if the Employer is signatory to a National or Group Contract, indicate the name of such Contract:

Is the Employer an itinerant construction company working on a project or on a seasonal basis? Yes _____ No _____
PARTICIPATION AGREEMENT

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND/HEALTH AND WELFARE FUND
9377 WEST HIGGINS ROAD
ROSEMONT, ILLINOIS 60018-4938
PHONE: (847) 518-9800

ACCOUNT NUMBER: 2056700-0207-00449C

THIS AGREEMENT sets forth the terms under which the Employer will participate in the Central States, Southeast and Southwest Areas Pension Fund ("Pension Fund") and/or the Central States, Southeast and Southwest Areas Health and Welfare Fund ("Health and Welfare Fund") in accordance with its collective bargaining agreement with the Union covering the following job classification(s): Truck Drivers

and any other job classification covered by the collective bargaining agreement.

1. The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health and Welfare Fund and all amendments subsequently adopted as well as all rules and regulations presently in effect or subsequently adopted by the Trustees of the Fund(s) and accept the respective Employer and Employee Trustees and their successors.

2. The Employer shall contribute to the Pension Fund for each Covered Employee at the following rates:

   Effective Date: July 1, 2013  Rate: $46.20
   Effective Date: July 1, 2014  Rate: $49.00
   Effective Date: July 1, 2015  Rate: $51.90
   Effective Date: July 1, 2016  Rate: $54.00
   Effective Date: July 1, 2017  Rate: $56.20

3. The Employer shall contribute to the Health and Welfare Fund for each Covered Employee at the following rates:

   Effective Date: N/A  Rate: N/A
   Effective Date: N/A  Rate: N/A
   Effective Date: N/A  Rate: N/A
   Effective Date: N/A  Rate: N/A
   Effective Date: N/A  Rate: N/A

4. Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an Interim agreement establishing contribution rates during the periods when a new collective bargaining agreement is being negotiated. In the absence of an Interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to either the execution of a new collective bargaining agreement or the termination of this Agreement, shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.

5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until a) the Trustees decide to terminate the participation of the Employer and provide written notice of their decision to the Employer specifying the date of termination of participation or b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s)' Contracts Department at the address specified above sent by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute or c) the date the NLRB certifies the result of an election that terminates the Union's representative status or d) the date the Union's representative status terminates through a valid disclaimer of interest. In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund. In the event an NLRB election or disclaimer of interest referred to in c) or d) relates to only part of the bargaining unit, this Agreement shall remain in effect with respect to the remainder of the bargaining unit.

37.10.475
6. When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s') Contracts Department by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall alone remain enforceable. The following agreements shall not be valid: a) an agreement that purports to retroactively eliminate or reduce the Employer's statutory or contractual duty to contribute to the Fund(s); b) an agreement that purports to prospectively reduce the contribution rate payable to the Pension Fund or c) an agreement that purports to prospectively eliminate the duty to contribute to the Pension Fund during the stated term of a collective bargaining agreement that has been accepted by the Pension Fund.

7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e. short term employees who work for uncertain or irregular duration) except a casual employee shall not be a Covered Employee with respect to the Health and Welfare Fund if the collective bargaining agreement explicitly excludes casual employees from participation in the Health and Welfare Fund. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).

8. The Employer agrees to remit contributions on behalf of each Covered Employee for any period he/she receives, or is entitled to receive, compensation (regardless of whether the employment relationship is terminated), including show up time pay, overtime pay, holiday pay, disability or illness pay, layoff/severance pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance/arbitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-employed service member or former service member but for his or her absence during a period of uniformed service as defined at 32 C.F.R. §104.3.

9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a delinquency, a) the Employer shall be obligated to pay interest on the monies due to the Fund(s) from the date when payment was due to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), including, but not limited to, attorneys' fees and costs and b) at the option of the Trustees or their delegated representative, the payment of contributions that accrue after the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered workforce on time, the Employer must pay the contributions billed by the Health and Welfare Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.

10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If litigation is required to either obtain access to the Employer's records or to collect additional billings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).

11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement.

12. The Employer acknowledges that it is aware of the Fund(s') adverse selection rule (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.

13. This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Illinois ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's liability.

14. This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.
IN WITNESS WHEREOF, said Employer and Union have caused this Instrument to be executed by their duly authorized representatives, the day and year first above written.

Herbert F. Darling, Inc.

Local Union No. 449

Redacted by U.S. Department of the Treasury

Name and Title Secretary-Treasurer

September 12, 2013

Date

131 California Drive

Williamsville, NY 14221

Complete Address of Employer

716-632-1125 716-632-0705

Telephone Number Fax Number

16-0927953

Federal Employer Identification Number

If the Employer is signatory to a National or Group Contract, indicate the name of such Contract: ACC Agreement - Heavy & Highway

Is the Employer an itinerant construction company working on a project or on a seasonal basis? Yes No X
PARTICIPATION AGREEMENT

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSIION FUND/HEALTH AND WELFARE FUND
9377 WEST HICKORY ROAD
ROSEMONT, ILLINOIS 60018-4938
PHONE: (847) 918-8600

Account No. 3088000-9101-662-A

THIS AGREEMENT sets forth the terms under which the Employer will participate in the Central States, Southeast and Southwest Areas Pension Fund ("Pension Fund") and/or the Central States, Southeast and Southwest Areas Health and Welfare Fund ("Health and Welfare Fund") in accordance with its collective bargaining agreement with the Union covering Paul Sinsky Only.

1. The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health and Welfare Fund and all amendments made and changes proposed in effect as of the date of this Agreement or subsequently accepted by the Trustees of the Fund(s) and accept the respective Employer and Employee Trustees and their successors.

2. The Employer shall contribute to the Pension Fund for each Covered Employee at the following rates:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>03/28/19</td>
<td>$168.70 per week</td>
</tr>
<tr>
<td>03/27/11</td>
<td>$182.30 per week</td>
</tr>
<tr>
<td>03/27/13</td>
<td>$193.10 per week</td>
</tr>
</tbody>
</table>

3. The Employer shall contribute to the Health and Welfare Fund for each Covered Employee at the following rates:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>05/08/12</td>
<td>$256.20 per week</td>
</tr>
<tr>
<td>06/01/11</td>
<td>$262.50 per week</td>
</tr>
<tr>
<td>09/01/12</td>
<td>$270.50 per week (Not To Exceed)</td>
</tr>
</tbody>
</table>

4. Contribution rate changes shall be effective on the last day of the month following the month of approval by the Trustees.

5. The Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement and such rate changes shall be incorporated into the Agreement.

6. The obligation to pay contributions shall not terminate until the Trustees decide to terminate the participation of the Employer and provide written notice of their decision to the Employer specifying the date of termination and the amount of contributions needed to be paid by the Employer.

7. The Employer is responsible for filing all returns required by law and maintaining all records necessary to meet the requirements of the Trust Agreement(s).

8. The Employer shall promptly attach the written agreement or modification to the Fund(s) to the Agreement and the written agreement(s) that have been submitted to the Fund(s) shall remain enforceable. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by these minutes shall not be binding on the Trustees and this Agreement and the written agreement(s) that have been submitted to the Fund(s) shall remain enforceable. The following agreements shall not be valid: (a) an agreement that authorizes retroactive elimination or reduces the Employer's statutory or contractual duty to contribute to the Fund(s); (b) an agreement that purports to prospectively reduce the contribution rate payable to the Pension Fund; or (c) an agreement that purports to add a provision that has not been submitted to the Fund(s) as required by the minutes.

RUPAIA 03/2011 CENTRAL STATES FIELD AUDIT + 192872565990

Page 1

37.10.478
For purposes of this Agreement, the term "Covered Employee" shall mean Paul Sinicky. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).

The Employer agrees to remit contributions on behalf of Paul Sinicky for any period he/she receives, or is entitled to receive, compensation (regardless of whether the employment relationship is terminated), including base pay, overtime pay, holiday pay, disability or illness pay, layoff or severance pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance arbitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall be due on or before the fifteenth of the month following the month in which the Covered Employee ceases to be a Covered Employee, contributions shall be due on the fifteenth of the month. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is no longer employed by the Employer for the period of any involuntary layoff or other term during the period of unemployment as defined at 29 U.S.C. §104(b). In the event of any Covered Employee who is no longer employed by the Employer for any reason, the Employer shall pay any contributions that would have otherwise been paid on such Covered Employee who is no longer employed by the Employer for the period of any involuntary layoff or other term during the period of unemployment as defined at 29 U.S.C. §104(b).

On or before the fifteenth day of each month, the Employer shall report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to new hires, layoffs or terminations) which occurred during the prior month and shall remit all contributions owed for the prior month, and must pay all contributions owed for the prior month, in the event of a continuity of employment. The Employer shall be obligated to pay interest on any contributions due to the Fund(s) that are paid late. Interest shall be calculated at the rate of 1% per month or pro rata, whichever is less, on any contributions due but not paid on the fifteenth of the month in which the contributions are due. The rate of interest charged by the Fund(s) on any contributions that are delinquent shall be at the rate of 1% per month or pro rata, whichever is less, on any contributions due but not paid on the fifteenth of the month in which the contributions are due. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is no longer employed by the Employer for the period of any involuntary layoff or other term during the period of unemployment as defined at 29 U.S.C. §104(b).

The Employer shall provide the Trustees with access to its payroll records and all other relevant records when requested by the Fund(s). If requested, the Employer shall provide all payroll records and all other relevant records when requested by the Fund(s).

The Employer acknowledges that it is aware of the Fund(s) labor relations plan (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the labor relations plan.

This Agreement shall be interpreted in accordance with the laws of the United States. All actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the employer ten year written contract statement of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Agreement (A) is terminated, (B) is amended, (C) is superseded, or (D) is otherwise terminated in accordance with the terms of this Agreement.

The Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exist any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, the Participation Agreement shall control.

IN WITNESS WHEREOF, the Employer and Union have caused this instrument to be executed by their duly authorized representatives, the day and year first above written.

[Signature]
W. Paul, Transfer Agent
Local Union No. 652
Redacted by U.S. Department of the Treasury

[Signature]
2/6/11
Date

Local Union No. 661
Redacted by U.S. Department of the Treasury

Complete Address of Employer

Federal Employer Identification Number

If the Employer is a subsidiary of a National or Group Contract, indicate the name of such Contract:

Is the Employer an employee of a national or group contract?: Yes __ No __

[Signature]

37.10.479
PARTICIPATION AGREEMENT
CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND; HEALTH AND WELFARE FUND
9377 WEST HIGGINS ROAD
ROSEMONT, ILLINOIS 60018-4938
PHONE: (847) 518-9800

THIS AGREEMENT is made this date between the Employer and the Union covering the job classification(s) of Truck Drivers & Warehousemen in accordance with the collective bargaining agreement between the Employer and the Union.

1. The Union and the Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health and Welfare Fund, all rules and regulations presently in effect or subsequently adopted by the Trustees of the Fund(s) and accept the respective Employer and Employee Trustees and their successors.

2. The Employer shall contribute to the Pension Fund per $85.00 weekly per day per hour (choose one) the "Contribution Period" for each Covered Employee at the following rates:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1/1/01</td>
<td>$85.00 per week</td>
</tr>
<tr>
<td></td>
<td>Rate:</td>
</tr>
<tr>
<td></td>
<td>Rate:</td>
</tr>
<tr>
<td></td>
<td>Rate:</td>
</tr>
<tr>
<td></td>
<td>Rate:</td>
</tr>
</tbody>
</table>

3. The Employer shall contribute to the Health and Welfare Fund per week (the "Contribution Period") for each Covered Employee at the following rates:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>01/01/01</td>
<td>$2.20 per hour</td>
</tr>
<tr>
<td></td>
<td>Rate:</td>
</tr>
<tr>
<td></td>
<td>Rate:</td>
</tr>
<tr>
<td></td>
<td>Rate:</td>
</tr>
<tr>
<td></td>
<td>Rate:</td>
</tr>
</tbody>
</table>

4. Contribution rates may be changed by the Agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the period when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid by an employer in accordance with the terms of this Agreement shall be the rates in effect on the last day of the agreement period.

5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of this Agreement and during a strike except no contributions shall be due during a strike unless the Employer and the Employee mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall terminate at the effective date of a new collective bargaining agreement.

6. When a new collective bargaining agreement is signed by the Employer and the Union agrees to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement to the Fund(s) Contracts Department by certified mail (return receipt requested) at the address specified above.

7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e., those employees who work for uncertain or irregular duration) unless the collective bargaining agreement explicitly excludes contributions on casual employees. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).
8. The Employer agrees to remit contributions on behalf of each Covered Employee who receives, or is entitled to receive, compensation for any part of the Contribution Period (regardless of whether the employment relationship is terminated), including, at a minimum, pay, overtime pay, holiday pay, disability or illness pay, layoff or vacation pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance/ arbitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-employed service member or former service member but for his or her absence during a period of uniformed service as defined at 30 C.F.R. §104.3.

9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to, new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month in the event of a delinquency. a) the Employer shall be obligated to pay interest on the monies due to the Fund(s) from the date when payment was due to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), including, but not limited to, attorneys' fees and costs and b) at the option of the Trustees or their delegated representatives, the payment of contributions that are delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered workforce on time, the Employer must pay the contributions listed by the Health and Welfare Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.

10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If arbitration is required to obtain access to the Employer's records or to collect additional, billed items that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).

11. The Trustees shall not be required to assume any dispute concerning the Employer's obligation to pay contributions to any collective bargaining agreement or other collective bargaining agreement. To the extent there exists any conflict between any provisions of the collective bargaining agreement and any provisions of the collective bargaining agreement, the Participation Agreement shall control.

12. The Employer acknowledges that it is aware of the Fund(s)' adverse selection rules (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement that violates the adverse selection rules.

13. This Agreement shall be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Illinois one year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to run with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's liability.

14. This Agreement may not be orally modified or terminated.

P.W. SHEREF, said Employer and Union have executed this instrument to be executed by their duly authorized representatives, the day and year first above written.

Redacted by U.S. Department of the Treasury

Original Address of Employer

Nashville, TN 32720

Local Union No. 216

Printed Name and Title

Redacted by U.S. Department of the Treasury

Local Union No. 216

Printed Name and Title

State of Tennessee

Received Contract Dept.

Phom 1974

37.10.481

rev. 07/93
PARTICIPATION AGREEMENT
CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND, HEALTH AND WELFARE FUND
103/1 WEST HIGGINS ROAD
ROSELAWN, ILLINOIS 60098-4938
PHONE (773) 885-5300

THIS AGREEMENT sets forth the terms under which the Employer will participate in the Central States, Southeast and Southwest Areas Pension Fund ("Pension Fund") and the Central States, Southeast and Southwest Areas Health and Welfare Fund ("Health and Welfare Fund") in accordance with its collective bargaining agreement with the Union covering the following job classifications: and any other job classification covered by the collective bargaining agreement.

1. The Union and Employer agree to be bound by the terms of this Agreement, and any successor to either party, by the terms herein, and to execute and deliver such supplements and amendments hereto as may be necessary to effectuate the purposes of this Agreement.

2. The Employer shall contribute to the Pension Fund for each Covered Employee the following rates:
   
<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>MAY 31, 2016</td>
<td>385.00 /week</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>RECEIVED</td>
</tr>
</tbody>
</table>

3. The Employer shall contribute to the Health and Welfare Fund for each Covered Employee the following rates:
   
<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>MAY 31, 2016</td>
<td>129.00 /week</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>CONTRACT DEPARTMENT</td>
</tr>
</tbody>
</table>

4. Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and each rate change shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the periods when a new collective bargaining agreement is not in effect. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to either the execution of a new collective bargaining agreement or the termination of this Agreement shall be the rates in effect on the last day of the current collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate or becomes less than the then published rate for the applicable benefit plan or class.

5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement and during a strike except no contributions shall be due during a strike unless the Union and the Employer mutually agree. The Agreement and the Employer's obligation to pay contributions shall not terminate until the Trustees or the employer, by giving written notice of their decision to the Employer, terminates participation in the Pension Fund and provide written notice of their decision to the Employer and the Fund(s) have received a written notice directed to the Fund(s) Contracts Department at the address specified above. If the Employer fails to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s) Contracts Department at the address specified above, the Employer shall remit to the Fund(s) an amount equal to the Contribution Rate in effect on the date the Fund(s) Contracts Department received the notice. The amount shall be paid within thirty (30) days and interest shall accrue at a rate equal to the prime rate plus one percent (1%) per annum. In the event the Employer fails to pay the amount due, the Fund(s) may suspend the Employer's participation in the Pension Fund and the Fund(s) may seek reimbursement for any costs incurred by the Fund(s) in collecting the amount due from the Employer. The Fund(s) may also recover reasonable attorney's fees and costs in connection with any action or proceeding to collect the amount due from the Employer.

6. When a new collective bargaining agreement is agreed to by the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s) Contracts Department by certified mail with return receipt requested to the address specified above. Any agreement or modification which affects the Employer's contribution obligations which has not been submitted to the Fund(s) as required by this paragraph shall not be binding on the Trustees and this Agreement. Any agreement that purports to retroactively eliminate or reduce the Employer's obligation or contractual duty to contribute to the Fund(s) or an agreement that purports to retroactively eliminate or reduce the Employer's obligation or contractual duty to contribute to the Pension Fund shall not be valid. The agreement shall remain in effect with respect to the remainder of the bargaining unit.

7. If any provision of this Agreement is held invalid or unenforceable, any other provision of this Agreement shall remain in effect with respect to the remainder of the bargaining unit. The invalid or unenforceable provision shall be reinstated and enforced to the extent possible, and the remaining provisions shall be enforced as though such provision had been included in the Agreement.

8. The provisions of this Agreement shall be construed in accordance with the laws of the State of Illinois.

This Agreement was signed on behalf of the Employer and the Union:

[Signatures]

Date: [Date]

Employer:

Union:

37.10.482
7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e. short-term employees who work for uncertain or irregular duration) except a casual employee shall not be a Covered Employee with respect to the Health and Welfare Fund if the collective bargaining agreement explicitly excludes casual employees from participation in the Health and Welfare Fund. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).

8. The Employer agrees to make contributions on behalf of each Covered Employee for any period during which the employee receives, or is entitled to receive, compensation (regardless of whether the employment relationship is terminated), including premium pay, overtime pay, holiday pay, days of absence, illness, vacation pay, pay on the payment of wages which are the result of any National Labor Relations Board proceeding, grievance arbitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall or may be due on newly hired Covered Employees for a specific working period, no contributions shall be due until the Covered Employee completes the specified working period. If required by the appropriate collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of each Covered Employee who is on leave due to illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall make all contributions that would have otherwise been paid on any Covered Employee who is a re-employed service member or former service member but for his or her absence during a period of uniform service as defined at 32 C.F.R. §104.3.

9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee's status (including, but not limited to, new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a deficiency, the Employer shall be obligated to pay interest on the money due to the Fund(s) from the date when payment was due to the date when the payment is made, together with interest on all contributions collected by the Fund(s), including the national labor relations board fee and costs, and to the extent of the obligations of the Trustee or the Executive Representative the payment of contributions that become due after the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered workforce or failure to pay the contributions due to the Health and Welfare Fund, regardless of actual terminations, leaves of absence, layoffs or other changes in the workforce, the Trustee shall have the right to terminate the participation of any Employer that fails to timely pay required contributions.

10. The Employer shall provide the Trustee with access to its payroll records and other pertinent records when requested by the Fund(s). If a deficiency is required to either obtain access to the Employer's records or to collect additional information from the records of the Trustee, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).

11. The Trustee shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance arbitration procedure set forth in any collective bargaining agreement.

12. The Employer acknowledges that it is aware of the Fund(s) adverse selection rule (including Special Bulletin 8-3) and agrees that while the Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.

13. This Agreement shall be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Illinois ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's liability.

14. This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, the Participation Agreement shall control.

IN WITNESS WHEREOF, the Employer and Union have caused this Instrument to be executed by their duly authorized representatives, the day and year first above written.

Dave Foods Company (Dave Foods North Central, Inc.)

By: ____________________________

Date: ____________________________

Redacted by U.S. Department of the Treasury

Printed Name and Title

August 22, 2005

Date

RECEIVED

SEP 13 2005

Contract Department

Redacted by U.S. Department of the Treasury

Fax Number

75-969189

Federal Employer Identification Number

If the Employer is a signatory to a National or Group Contract, indicate the name of such Contract ________

Is the Employer an Infant construction company working on a project or on a seasonal basis? Yes  No X

37.10.483