

delinquent amount to the Fund. After said payment, the Employer may appeal the Fund's decision to the Board of Trustees, whose decision shall be final and binding. In the event of failure of the Employer to comply with any of the rules of the Fund, the Employer and all its participating employees, at the Fund's sole discretion, shall cease to participate in the Fund, and the Employer shall be responsible for all the benefits and all other charges specified herein.

3. The Fund may, at any time, audit the payroll records of any and all employees of the Employer at a time mutually agreed upon at no extra charge to the Employer. In the event it is found that the Employer has not fully complied with the Fund rules and/or provisions of this Participation Agreement, the Employer shall pay the full cost of the audit that has been performed by the Fund. In addition, the Employer shall be responsible as set forth in this Participation Agreement and the Fund's rules, regulations and/or collection policies.

4. The Fund shall be open to participation by any group of members belonging to a participating Union that fully complies with all rules and regulations of the Fund. In addition, the Employer may contribute to the Fund for employees working outside the jurisdiction of the collective bargaining agreement in the amount indicated above. However, if these employees are included, the Employer agrees to make contributions on all employees in this category subject to the same conditions and on the same basis as is provided in this Participation Agreement, and the Employer also agrees to continue to make contributions on all these employees for as long as there shall be a collective bargaining agreement between the Employer and the Union, subject to any and all rules and regulations or decisions covering this group that are issued by the Fund. The Employer must request in writing and receive written approval from the Fund in order to have these non-covered employees included. Such request must specifically define the category or categories involved.

5. Should any of the provisions of this Participation Agreement be declared to be in violation of the Labor-Management Relations Act of 1947, as amended, or any other State or Federal statute or regulation, such declaration shall in no way impair the effectiveness or continuity of the rest of the provisions of this Participation Agreement and such provisions are hereby expressly declared to be saved from such illegality.

6. Payments to the Fund must be made by the Employer for all compensable vacation and holiday time up to a maximum of one full calendar year.

7. If an employee is granted a leave of absence, the Employer shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions during the period of absence and such monies shall thereafter be promptly forwarded to the Fund in accordance with the rules of the Fund. In the event the Employer grants a leave and does not so comply, the Employer must pay the contributions subject to all other requirements in paragraph 2 herein.

8. The Employer agrees to furnish such information as may be necessary to enable the Fund to carry out its duties.

9. If a regular employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of ~~four (4)~~ weeks. If a regular employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work. However, such contributions shall not be paid for a period of more than ~~4~~ weeks. *zero (0)*

10. All actions and proceedings commenced or initiated by any claimant, applicant, employee, participant, the Union or the Employer, or their agents, successors or assigns, against the Fund, the Trustees thereof or any employee, service provider, representative or agent thereof, and all actions and proceedings commenced by or on behalf of said Trustees against any claimant, applicant, employee, participant, the Union or the Employer pertaining to the Fund in any manner, shall be brought in the appropriate court in the County of Onondaga, New York or other applicable tribunal located therein except where otherwise provided herein. In regard to withdrawal liability arbitration

6993

proceedings, all such arbitrations shall be initiated in the Boston, Massachusetts regional office of the American Arbitration Association and all hearings and related proceedings shall be conducted in Syracuse, New York. In regard to federal district court actions, all such actions shall be commenced and heard in the United States District Court for the Northern District of New York. It is specifically agreed that any action or proceeding commenced or initiated in any other jurisdiction or venue shall be transferred to the appropriate court or tribunal specified herein.

11. This Participation Agreement shall become effective as of the date of execution hereof and the payments above provided shall be payable from and after 01/1/15 and expire on 12/31/17. This agreement shall continue in full force and effect for the same term as the collective bargaining agreement. A new Participation Agreement must be signed and submitted for each subsequent collective bargaining agreement.

Effective date of collective bargaining agreement 1/1/15

Expiration date of collective bargaining agreement 12/31/17

12. The Employer and its employees shall not be entitled to participate in this Fund unless the Employer and the Union are signatory to a current Participation Agreement.

13. This Participation Agreement represents the entire agreement and understanding of the parties and supersedes all prior or contemporaneous agreements or understandings, whether oral or written. As such, this Participation Agreement may not be modified except by a writing signed by all parties.

The parties hereto have caused this Participation Agreement to be executed on the date shown by each of their signatures below.

LOCAL UNION# 294

EMPLOYER: Callanan Industries, Inc.

Selkirk Maintenance

ADDRESS: 890 Third Street

ADDRESS: PO Box 15097

Albany, NY 12206

Albany, NY 12212-5097

SIGNATURE: Redacted by the U.S. Department of the Treasury

SIGNATURE: Redacted by the U.S. Department of the Treasury

PRINT NAME: John Bulgaro

PRINT NAME: Donald Fane

PRINT TITLE: President & PEO

PRINT TITLE: President

DATE: 7/2/15

DATE: 7.6.2015

NEW YORK STATE T
151 NORTHERN CON
MAILING ADDRESS:

Redacted by the U.S. Department of the Treasury

SION AND RETIREMENT FUND
2
NEW YORK 13221-4928

SIGNATURE:
EXECUT

DATE: 7/23/15

THE NEW YORK STATE TEAMSTERS CONFERENCE PENSION AND RETIREMENT FUND

PARTICIPATION AGREEMENT

1. (a) This Participation Agreement, executed by the undersigned Teamsters Local Union (hereinafter "Union") and Employer, is the basis for participation in the New York State Teamsters Conference Pension & Retirement Fund (hereinafter "Fund"). The Employer, its participating employees, and the Union, as a condition of participation in this Fund, are bound by this Participation Agreement and all of the rules and regulations of the Fund now and/or hereafter adopted.

(b) The Employer and Union understand and agree that the Fund contributions shall be made, as set forth herein, ~~on all employees doing bargaining unit work, irrespective of whether said employees are full-time, part-time, casual, or seasonal, except as is otherwise provided herein.~~ *on all employees doing bargaining unit work, irrespective of whether said employees are full-time, ~~part-time, casual,~~ or seasonal, except as is otherwise provided herein. No agreement between the Employer and the Union shall alter this rule or any other rule or provision of this Participation Agreement. + as defined in the Collective Bargaining Agreement.*

(c) The Employer agrees to contribute as follows, not to exceed the maximum:

Covered Group of Employees (Define) Drivers - Albany Plant

Rehabilitation Schedule		60 Month Death Benefit		Rates of Contribution:		Hourly	60 Month DB (\$.05 if elected)	Total Hourly	Weekly
Default	<input type="checkbox"/>	Yes	<input type="checkbox"/>	Effective	4/2/15	\$6.37			
Schedule A	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>	Effective	1/1/16	\$6.80			
Schedule B	<input type="checkbox"/>			Effective	1/1/17	\$7.26			
Schedule C	<input checked="" type="checkbox"/>			Effective					
Schedule D	<input type="checkbox"/>			Effective					
Schedule E	<input type="checkbox"/>			Effective					

Contract Type: ☐ UPS ☐ Freight-National ☒ Construction ☐ Municipal ☐ Other

Covered Employees: ☒ Bargaining ☐ Non-Bargaining

Contributions begin on all employees from the first hour of the first day of employment.

Formula for Road Drivers Contributions: Total miles driven in a tour of duty divided by 25 miles per hour equals hours per trip.

(d) All such payments to be made to the Fund are to be received by the Fund office on or before the tenth (10th) day of the month following the month in which said monies were accrued, except when otherwise agreed by the Fund, but not to exceed by the end of the same month due.

2. Failure on the part of the Employer to timely contribute on any of its employees as specified herein shall make the Employer liable for all employee benefit claims which are incurred during the period of delinquency, damages, reimbursement to the Fund for the Fund's attorneys' fees, auditors' fees, court costs, disbursements and expenses incurred by the Fund in recovering the above. In addition, the Employer must pay all arrears due the Fund together with liquidated damages in the sum of ten percent (10%) of the delinquent amount. The late payment of any delinquency by the Employer shall not in any way relieve it from the obligations set forth above. In addition, when the Employer is notified in writing by the Fund that it is delinquent, the Employer must immediately pay the

delinquent amount to the Fund. After said payment, the Employer may appeal the Fund's decision to the Board of Trustees, whose decision shall be final and binding. In the event of failure of the Employer to comply with any of the rules of the Fund, the Employer and all its participating employees, at the Fund's sole discretion, shall cease to participate in the Fund, and the Employer shall be responsible for all the benefits and all other charges specified herein.

3. The Fund may, at any time, audit the payroll records of any and all employees of the Employer at a time mutually agreed upon at no extra charge to the Employer. In the event it is found that the Employer has not fully complied with the Fund rules and/or provisions of this Participation Agreement, the Employer shall pay the full cost of the audit that has been performed by the Fund. In addition, the Employer shall be responsible as set forth in this Participation Agreement and the Fund's rules, regulations and/or collection policies.

4. The Fund shall be open to participation by any group of members belonging to a participating Union that fully complies with all rules and regulations of the Fund. In addition, the Employer may contribute to the Fund for employees working outside the jurisdiction of the collective bargaining agreement in the amount indicated above. However, if these employees are included, the Employer agrees to make contributions on all employees in this category subject to the same conditions and on the same basis as is provided in this Participation Agreement, and the Employer also agrees to continue to make contributions on all these employees for as long as there shall be a collective bargaining agreement between the Employer and the Union, subject to any and all rules and regulations or decisions covering this group that are issued by the Fund. The Employer must request in writing and receive written approval from the Fund in order to have these non-covered employees included. Such request must specifically define the category or categories involved.

5. Should any of the provisions of this Participation Agreement be declared to be in violation of the Labor-Management Relations Act of 1947, as amended, or any other State or Federal statute or regulation, such declaration shall in no way impair the effectiveness or continuity of the rest of the provisions of this Participation Agreement and such provisions are hereby expressly declared to be saved from such illegality.

6. Payments to the Fund must be made by the Employer for all compensable vacation and holiday time up to a maximum of one full calendar year.

7. If an employee is granted a leave of absence, the Employer shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions during the period of absence and such monies shall thereafter be promptly forwarded to the Fund in accordance with the rules of the Fund. In the event the Employer grants a leave and does not so comply, the Employer must pay the contributions subject to all other requirements in paragraph 2 herein.

8. The Employer agrees to furnish such information as may be necessary to enable the Fund to carry out its duties.

9. If a regular employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of ~~four (4)~~ weeks. If a regular employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work. However, such contributions shall not be paid for a period of more than 24 weeks. *zero (0)*

10. All actions and proceedings commenced or initiated by any claimant, applicant, employee, participant, the Union or the Employer, or their agents, successors or assigns, against the Fund, the Trustees thereof or any employee, service provider, representative or agent thereof, and all actions and proceedings commenced by or on behalf of said Trustees against any claimant, applicant, employee, participant, the Union or the Employer pertaining to the Fund in any manner, shall be brought in the appropriate court in the County of Onondaga, New York or other applicable tribunal located therein except where otherwise provided herein. In regard to withdrawal liability arbitration

proceedings, all such arbitrations shall be initiated in the Boston, Massachusetts regional office of the American Arbitration Association and all hearings and related proceedings shall be conducted in Syracuse, New York. In regard to federal district court actions, all such actions shall be commenced and heard in the United States District Court for the Northern District of New York. It is specifically agreed that any action or proceeding commenced or initiated in any other jurisdiction or venue shall be transferred to the appropriate court or tribunal specified herein.

11. This Participation Agreement shall become effective as of the date of execution hereof and the payments above provided shall be payable from and after 04/2/15 and expire on 12/31/17. This agreement shall continue in full force and effect for the same term as the collective bargaining agreement. A new Participation Agreement must be signed and submitted for each subsequent collective bargaining agreement.

Effective date of collective bargaining agreement 4/2/15

Expiration date of collective bargaining agreement 12/31/17

12. The Employer and its employees shall not be entitled to participate in this Fund unless the Employer and the Union are signatory to a current Participation Agreement.

13. This Participation Agreement represents the entire agreement and understanding of the parties and supersedes all prior or contemporaneous agreements or understandings, whether oral or written. As such, this Participation Agreement may not be modified except by a writing signed by all parties.

The parties hereto have caused this Participation Agreement to be executed on the date shown by each of their signatures below.

LOCAL UNION# 294

EMPLOYER: Callanan Industries, Inc.

Albany Plant

ADDRESS: 890 Third Street

ADDRESS: PO Box 15097

Albany, NY 12206

Albany, NY 12212-5097

SIGNATURE: Redacted by the U.S. Department of the Treasury

SIGNATURE: Redacted by the U.S.

PRINT NAME: John Bulgaro

PRINT NAME: Donald Fane

PRINT TITLE: President & PEO

PRINT TITLE: President

DATE: 7/7/15

DATE: 7.6.2015

NEW YORK STATE TEACHERS' CONFERENCE PENSION AND RETIREMENT FUND

151 NORTHERN COAST HIGHWAY, SUITE 100, ALBANY, NY 12212

MAILING ADDRESS: Redacted by the U.S. Department of the Treasury SYRACUSE, NEW YORK 13221-4928

SIGNATURE: Redacted by the U.S. Department of the Treasury

DATE: 7/12/15

EXECUTIVE ADMINISTRATOR

THE NEW YORK STATE TEAMSTERS CONFERENCE PENSION AND RETIREMENT FUND

PARTICIPATION AGREEMENT

1. (a) This Participation Agreement, executed by the undersigned Teamsters Local Union (hereinafter "Union") and Employer, is the basis for participation in the New York State Teamsters Conference Pension & Retirement Fund (hereinafter "Fund"). The Employer, its participating employees, and the Union, as a condition of participation in this Fund, are bound by this Participation Agreement and all of the rules and regulations of the Fund now and/or hereafter adopted.

(b) The Employer and Union understand and agree that the Fund contributions shall be made, as set forth herein, on all employees doing bargaining unit work, irrespective of whether said employees are full-time, part-time, casual or seasonal, except as is otherwise provided herein. No agreement between the Employer and the Union shall alter this rule or any other rule or provision of this Participation Agreement.

(c) The Employer agrees to contribute as follows, not to exceed the maximum:

Covered Group of Employees (Define) Truck Drivers (Campobello Construction Co.)

Rehabilitation Schedule	60 Month Death Benefit	Rates of Contribution:		Hourly	60 Month DB (\$.05 if elected)	Total Hourly	Weekly
Default <input checked="" type="checkbox"/>	Yes <input type="checkbox"/>	Effective	07/01/2013	\$8.78		\$8.78	\$351.20
Schedule A <input type="checkbox"/>	No <input type="checkbox"/>	Effective	07/01/2014	\$9.31		\$9.31	\$372.40
Schedule B <input type="checkbox"/>		Effective	07/01/2015	\$9.87		\$9.87	\$394.80
Schedule C <input type="checkbox"/>		Effective	07/01/2016	\$10.46		\$10.46	\$418.40
Schedule D <input type="checkbox"/>		Effective	07/01/2017	\$11.09		\$11.09	\$443.60
Schedule E <input type="checkbox"/>		Effective					

Contract Type: ☐ UPS ☐ Freight-National ☐ Construction ☐ Municipal ☒ Other

Covered Employees: ☒ Bargaining ☐ Non-Bargaining

Contributions begin on all employees from the first hour of the first day of employment.

Formula for Road Drivers Contributions: Total miles driven in a tour of duty divided by 25 miles per hour equals hours per trip.

(d) All such payments to be made to the Fund are to be received by the Fund office on or before the tenth (10th) day of the month following the month in which said monies were accrued, except when otherwise agreed by the Fund, but not to exceed by the end of the same month due.

2. Failure on the part of the Employer to timely contribute on any of its employees as specified herein shall make the Employer liable for all employee benefit claims which are incurred during the period of delinquency, damages, reimbursement to the Fund for the Fund's attorneys' fees, auditors' fees, court costs, disbursements and expenses incurred by the Fund in recovering the above. In addition, the Employer must pay all arrears due the Fund together with liquidated damages in the sum of ten percent (10%) of the delinquent amount. The late payment of any delinquency by the Employer shall not in any way relieve it from the obligations set forth above. In addition, when the Employer is notified in writing by the Fund that it is delinquent, the Employer must immediately pay the

delinquent amount to the Fund. After said payment, the Employer may appeal the Fund's decision to the Board of Trustees, whose decision shall be final and binding. In the event of failure of the Employer to comply with any of the rules of the Fund, the Employer and all its participating employees, at the Fund's sole discretion, shall cease to participate in the Fund, and the Employer shall be responsible for all the benefits and all other charges specified herein.

3. The Fund may, at any time, audit the payroll records of any and all employees of the Employer at a time mutually agreed upon at no extra charge to the Employer. In the event it is found that the Employer has not fully complied with the Fund rules and/or provisions of this Participation Agreement, the Employer shall pay the full cost of the audit that has been performed by the Fund. In addition, the Employer shall be responsible as set forth in this Participation Agreement and the Fund's rules, regulations and/or collection policies.

4. The Fund shall be open to participation by any group of members belonging to a participating Union that fully complies with all rules and regulations of the Fund. In addition, the Employer may contribute to the Fund for employees working outside the jurisdiction of the collective bargaining agreement in the amount indicated above. However, if these employees are included, the Employer agrees to make contributions on all employees in this category subject to the same conditions and on the same basis as is provided in this Participation Agreement, and the Employer also agrees to continue to make contributions on all these employees for as long as there shall be a collective bargaining agreement between the Employer and the Union, subject to any and all rules and regulations or decisions covering this group that are issued by the Fund. The Employer must request in writing and receive written approval from the Fund in order to have these non-covered employees included. Such request must specifically define the category or categories involved.

5. Should any of the provisions of this Participation Agreement be declared to be in violation of the Labor-Management Relations Act of 1947, as amended, or any other State or Federal statute or regulation, such declaration shall in no way impair the effectiveness or continuity of the rest of the provisions of this Participation Agreement and such provisions are hereby expressly declared to be saved from such illegality.

6. Payments to the Fund must be made by the Employer for all compensable vacation and holiday time up to a maximum of one full calendar year.

7. If an employee is granted a leave of absence, the Employer shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions during the period of absence and such monies shall thereafter be promptly forwarded to the Fund in accordance with the rules of the Fund. In the event the Employer grants a leave and does not so comply, the Employer must pay the contributions subject to all other requirements in paragraph 2 herein.

8. The Employer agrees to furnish such information as may be necessary to enable the Fund to carry out its duties.

9. If a regular employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of four (4) weeks. If a regular employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work. However, such contributions shall not be paid for a period of more than 4 weeks.

10. All actions and proceedings commenced or initiated by any claimant, applicant, employee, participant, the Union or the Employer, or their agents, successors or assigns, against the Fund, the Trustees thereof or any employee, service provider, representative or agent thereof, and all actions and proceedings commenced by or on behalf of said Trustees against any claimant, applicant, employee, participant, the Union or the Employer pertaining to the Fund in any manner, shall be brought in the appropriate court in the County of Onondaga, New York or other applicable tribunal located therein except where otherwise provided herein. In regard to withdrawal liability arbitration

proceedings, all such arbitrations shall be initiated in the Boston, Massachusetts regional office of the American Arbitration Association and all hearings and related proceedings shall be conducted in Syracuse, New York. In regard to federal district court actions, all such actions shall be commenced and heard in the United States District Court for the Northern District of New York. It is specifically agreed that any action or proceeding commenced or initiated in any other jurisdiction or venue shall be transferred to the appropriate court or tribunal specified herein.

11. This Participation Agreement shall become effective as of the date of execution hereof and the payments above provided shall be payable from and after 07/01/2013 and expire on 06/30/18. This agreement shall continue in full force and effect for the same term as the collective bargaining agreement. A new Participation Agreement must be signed and submitted for each subsequent collective bargaining agreement.

Effective date of collective bargaining agreement 04/01/2013

Expiration date of collective bargaining agreement 06/30/18

12. The Employer and its employees shall not be entitled to participate in this Fund unless the Employer and the Union are signatory to a current Participation Agreement.

13. This Participation Agreement represents the entire agreement and understanding of the parties and supersedes all prior or contemporaneous agreements or understandings, whether oral or written. As such, this Participation Agreement may not be modified except by a writing signed by all parties.

The parties hereto have caused this Participation Agreement to be executed on the date shown by each of their signatures below.

LOCAL UNION# 449 EMPLOYER: Campobello Construction, Inc

ADDRESS: 2175 William Street ADDRESS: 23 Stratford Road

Buffalo, New York 14206 Buffalo, New York 14216

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

PRINT NAME: George E Harrigan PRINT NAME: Angelo Caizza

PRINT TITLE: P/O, Secretary-Treasurer PRINT TITLE: President

DATE: 7/16/13 DATE: 7/15/13

NEW YORK STATE TEAMS Redacted by the U.S. Department of the Treasury PENSION AND RETIREMENT FUND
151 NORTHERN CONCOURSE Redacted by the U.S. Department of the Treasury 12
MAILING ADDRESS: P.O. Redacted by the U.S. Department of the Treasury NEW YORK 13221-4928

SIGNATURE: Redacted by the U.S. Department of the Treasury DATE: 8/14/13
EXECUTIVE ADMINISTRATOR

THE NEW YORK STATE TEAMSTERS CONFERENCE PENSION AND RETIREMENT FUND

PARTICIPATION AGREEMENT

1. (a) This Participation Agreement, executed by the undersigned Teamsters Local Union (hereinafter "Union") and Employer, is the basis for participation in the New York State Teamsters Conference Pension & Retirement Fund (hereinafter "Fund"). The Employer, its participating employees, and the Union, as a condition of participation in this Fund, are bound by this Participation Agreement and all of the rules and regulations of the Fund now and/or hereafter adopted.

(b) The Employer and Union understand and agree that the Fund contributions shall be made, as set forth herein, on all employees doing bargaining unit work, irrespective of whether said employees are full-time, part-time, casual or seasonal, except as is otherwise provided herein. No agreement between the Employer and the Union shall alter this rule or any other rule or provision of this Participation Agreement.

(c) The Employer agrees to contribute as follows, not to exceed the maximum:

Covered Group of Employees (Define) #6756 Canada Dry-South Plainfield & #6759 Canada Dry Hackensack

Rehabilitation Schedule		60 Month Death Benefit	Rates of Contribution:	Hourly	60 Month DB (\$.05 if elected)	Total Hourly	Weekly
Default	<input checked="" type="checkbox"/>	Yes <input type="checkbox"/>	Effective 04/01/2013	6.8883			
Schedule A	<input type="checkbox"/>	No <input checked="" type="checkbox"/>	Effective 04/01/2014	7.4076			
Schedule B	<input type="checkbox"/>		Effective 04/01/2015	7.8521			
Schedule C	<input type="checkbox"/>		Effective 04/01/2016	8.3232			
Schedule D	<input type="checkbox"/>		Effective 04/01/2017	8.8226			
Schedule E	<input type="checkbox"/>		Effective				
Schedule G	<input type="checkbox"/>		Effective				

Contract Type: ☐ UPS ☐ Freight-National ☐ Construction ☐ Municipal ☒ Other

Covered Employees: ☒ Bargaining ☐ Non-Bargaining

Contributions begin on all employees from the first hour of the first day of employment.

Formula for Road Drivers Contributions: Total miles driven in a tour of duty divided by 25 miles per hour equals hours per trip.

(d) All such payments to be made to the Fund are to be received by the Fund office on or before the tenth (10th) day of the month following the month in which said monies were accrued, except when otherwise agreed by the Fund, but not to exceed by the end of the same month due.

2. Failure on the part of the Employer to timely contribute on any of its employees as specified herein shall make the Employer liable for all employee benefit claims which are incurred during the period of delinquency, damages, reimbursement to the Fund for the Fund's attorneys' fees, auditors' fees, court costs, disbursements and expenses incurred by the Fund in recovering the above. In addition, the Employer must pay all arrears due the Fund together with liquidated damages in the sum of ten percent (10%) of the delinquent amount. The late payment of any delinquency by the Employer shall not in any way relieve it from the obligations set forth above. In addition, when

the Employer is notified in writing by the Fund that it is delinquent, the Employer must immediately pay the delinquent amount to the Fund. After said payment, the Employer may appeal the Fund's decision to the Board of Trustees, whose decision shall be final and binding. In the event of failure of the Employer to comply with any of the rules of the Fund, the Employer and all its participating employees, at the Fund's sole discretion, shall cease to participate in the Fund, and the Employer shall be responsible for all the benefits and all other charges specified herein.

3. The Fund may, at any time, audit the payroll records of any and all employees of the Employer at a time mutually agreed upon at no extra charge to the Employer. In the event it is found that the Employer has not fully complied with the Fund rules and/or provisions of this Participation Agreement, the Employer shall pay the full cost of the audit that has been performed by the Fund. In addition, the Employer shall be responsible as set forth in this Participation Agreement and the Fund's rules, regulations and/or collection policies.

4. The Fund shall be open to participation by any group of members belonging to a participating Union that fully complies with all rules and regulations of the Fund. In addition, the Employer may contribute to the Fund for employees working outside the jurisdiction of the collective bargaining agreement in the amount indicated above. However, if these employees are included, the Employer agrees to make contributions on all employees in this category subject to the same conditions and on the same basis as is provided in this Participation Agreement, and the Employer also agrees to continue to make contributions on all these employees for as long as there shall be a collective bargaining agreement between the Employer and the Union, subject to any and all rules and regulations or decisions covering this group that are issued by the Fund. The Employer must request in writing and receive written approval from the Fund in order to have these non-covered employees included. Such request must specifically define the category or categories involved.

5. Should any of the provisions of this Participation Agreement be declared to be in violation of the Labor-Management Relations Act of 1947, as amended, or any other State or Federal statute or regulation, such declaration shall in no way impair the effectiveness or continuity of the rest of the provisions of this Participation Agreement and such provisions are hereby expressly declared to be saved from such illegality.

6. Payments to the Fund must be made by the Employer for all compensable vacation and holiday time up to a maximum of one full calendar year.

7. If an employee is granted a leave of absence, the Employer shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions during the period of absence and such monies shall thereafter be promptly forwarded to the Fund in accordance with the rules of the Fund. In the event the Employer grants a leave and does not so comply, the Employer must pay the contributions subject to all other requirements in paragraph 2 herein.

8. The Employer agrees to furnish such information as may be necessary to enable the Fund to carry out its duties.

9. If a regular employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of four (4) weeks. If a regular employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work. However, such contributions shall not be paid for a period of more than 4 weeks.

10. All actions and proceedings commenced or initiated by any claimant, applicant, employee, participant, the Union or the Employer, or their agents, successors or assigns, against the Fund, the Trustees thereof or any employee, service provider, representative or agent thereof, and all actions and proceedings commenced by or on behalf of said Trustees against any claimant, applicant, employee, participant, the Union or the Employer pertaining to the Fund in any manner, shall be brought in the appropriate court in the County of Onondaga, New York or other applicable

tribunal located therein except where otherwise provided herein. In regard to withdrawal liability arbitration proceedings, all such arbitrations shall be initiated in the Boston, Massachusetts regional office of the American Arbitration Association and all hearings and related proceedings shall be conducted in Syracuse, New York. In regard to federal district court actions, all such actions shall be commenced and heard in the United States District Court for the Northern District of New York. It is specifically agreed that any action or proceeding commenced or initiated in any other jurisdiction or venue shall be transferred to the appropriate court or tribunal specified herein.

11. This Participation Agreement shall become effective as of the date of execution hereof and the payments above provided shall be payable from and after 04/01/2013 and expire on 03/31/2018. This agreement shall continue in full force and effect for the same term as the collective bargaining agreement. A new Participation Agreement must be signed and submitted for each subsequent collective bargaining agreement.

Effective date of collective bargaining agreement 04/01/2013

Expiration date of collective bargaining agreement 03/31/2018

12. The Employer and its employees shall not be entitled to participate in this Fund unless the Employer and the Union are signatory to a current Participation Agreement.

13. This Participation Agreement represents the entire agreement and understanding of the parties and supersedes all prior or contemporaneous agreements or understandings, whether oral or written. As such, this Participation Agreement may not be modified except by a writing signed by all parties.

The parties hereto have caused this Participation Agreement to be executed on the date shown by each of their signatures below.

LOCAL UNION# 590 EMPLOYER: Canada Dry

ADDRESS: 707 Summit Avenue ADDRESS: 116-20 15th Avenue

Union City, NY 07087 College Point, NY 11356

SIGNATURE: Redacted by the U.S. Department of the Treasury SIGNATURE: Redacted by the U.S. Department of the Treasury

PRINT NAME: Harold Welsh PRINT NAME: PETER GAUDET

PRINT TITLE: Trustee PRINT TITLE: VP / LABOR RELATIONS

DATE: 10/7/13 DATE: 10/7/13

NEW YORK STATE Redacted by the U.S. Department of the Treasury PENSION AND RETIREMENT FUND
151 NORTHERN C Redacted by the U.S. Department of the Treasury 13212
MAILING ADDRESS: Redacted by the U.S. Department of the Treasury CUSE, NEW YORK 13221-4928

SIGNATURE: Redacted by the U.S. Department of the Treasury DATE: 10/11/13
EXECUTIVE ADMINISTRATOR

THE NEW YORK STATE TEAMSTERS CONFERENCE PENSION AND RETIREMENT FUND

PARTICIPATION AGREEMENT

1. (a) This Participation Agreement, executed by the undersigned Teamsters Local Union (hereinafter "Union") and Employer, is the basis for participation in the New York State Teamsters Conference Pension & Retirement Fund (hereinafter "Fund"). The Employer, its participating employees, and the Union, as a condition of participation in this Fund, are bound by this Participation Agreement and all of the rules and regulations of the Fund now and/or hereafter adopted.

(b) The Employer and Union understand and agree that the Fund contributions shall be made, as set forth herein, on all employees doing bargaining unit work, irrespective of whether said employees are full-time, part-time, casual or seasonal, except as is otherwise provided herein. No agreement between the Employer and the Union shall alter this rule or any other rule or provision of this Participation Agreement.

(c) The Employer agrees to contribute as follows, not to exceed the maximum:

Covered Group of Employees (Define) 44456 Canada Dry-South Plainfield & Canada Dry-Hackensack (Group B)

Rehabilitation Schedule		60 Month Death Benefit	Rates of Contribution:	Hourly	60 Month DB (\$.05 if elected)	Total Hourly	Weekly
Default	<input checked="" type="checkbox"/>	Yes <input type="checkbox"/>	Effective 04/01/2013	0.9204			
Schedule A	<input type="checkbox"/>	No <input checked="" type="checkbox"/>	Effective 04/01/2014	0.9756			
Schedule B	<input type="checkbox"/>		Effective 04/01/2015	1.0341			
Schedule C	<input type="checkbox"/>		Effective 04/01/2016	1.0961			
Schedule D	<input type="checkbox"/>		Effective 04/01/2017	1.1610			
Schedule E	<input type="checkbox"/>		Effective				
Schedule G	<input type="checkbox"/>		Effective				

Contract Type: ☐ UPS ☐ Freight-National ☐ Construction ☐ Municipal ☒ Other

Covered Employees: ☒ Bargaining ☐ Non-Bargaining

Contributions begin on all employees from the first hour of the first day of employment.

Formula for Road Drivers Contributions: Total miles driven in a tour of duty divided by 25 miles per hour equals hours per trip.

(d) All such payments to be made to the Fund are to be received by the Fund office on or before the tenth (10th) day of the month following the month in which said monies were accrued, except when otherwise agreed by the Fund, but not to exceed by the end of the same month due.

2. Failure on the part of the Employer to timely contribute on any of its employees as specified herein shall make the Employer liable for all employee benefit claims which are incurred during the period of delinquency, damages, reimbursement to the Fund for the Fund's attorneys' fees, auditors' fees, court costs, disbursements and expenses incurred by the Fund in recovering the above. In addition, the Employer must pay all arrears due the Fund together with liquidated damages in the sum of ten percent (10%) of the delinquent amount. The late payment of any delinquency by the Employer shall not in any way relieve it from the obligations set forth above. In addition, when

the Employer is notified in writing by the Fund that it is delinquent, the Employer must immediately pay the delinquent amount to the Fund. After said payment, the Employer may appeal the Fund's decision to the Board of Trustees, whose decision shall be final and binding. In the event of failure of the Employer to comply with any of the rules of the Fund, the Employer and all its participating employees, at the Fund's sole discretion, shall cease to participate in the Fund, and the Employer shall be responsible for all the benefits and all other charges specified herein.

3. The Fund may, at any time, audit the payroll records of any and all employees of the Employer at a time mutually agreed upon at no extra charge to the Employer. In the event it is found that the Employer has not fully complied with the Fund rules and/or provisions of this Participation Agreement, the Employer shall pay the full cost of the audit that has been performed by the Fund. In addition, the Employer shall be responsible as set forth in this Participation Agreement and the Fund's rules, regulations and/or collection policies.

4. The Fund shall be open to participation by any group of members belonging to a participating Union that fully complies with all rules and regulations of the Fund. In addition, the Employer may contribute to the Fund for employees working outside the jurisdiction of the collective bargaining agreement in the amount indicated above. However, if these employees are included, the Employer agrees to make contributions on all employees in this category subject to the same conditions and on the same basis as is provided in this Participation Agreement, and the Employer also agrees to continue to make contributions on all these employees for as long as there shall be a collective bargaining agreement between the Employer and the Union, subject to any and all rules and regulations or decisions covering this group that are issued by the Fund. The Employer must request in writing and receive written approval from the Fund in order to have these non-covered employees included. Such request must specifically define the category or categories involved.

5. Should any of the provisions of this Participation Agreement be declared to be in violation of the Labor-Management Relations Act of 1947, as amended, or any other State or Federal statute or regulation, such declaration shall in no way impair the effectiveness or continuity of the rest of the provisions of this Participation Agreement and such provisions are hereby expressly declared to be saved from such illegality.

6. Payments to the Fund must be made by the Employer for all compensable vacation and holiday time up to a maximum of one full calendar year.

7. If an employee is granted a leave of absence, the Employer shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions during the period of absence and such monies shall thereafter be promptly forwarded to the Fund in accordance with the rules of the Fund. In the event the Employer grants a leave and does not so comply, the Employer must pay the contributions subject to all other requirements in paragraph 2 herein.

8. The Employer agrees to furnish such information as may be necessary to enable the Fund to carry out its duties.

9. If a regular employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of four (4) weeks. If a regular employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work. However, such contributions shall not be paid for a period of more than 4 weeks.

10. All actions and proceedings commenced or initiated by any claimant, applicant, employee, participant, the Union or the Employer, or their agents, successors or assigns, against the Fund, the Trustees thereof or any employee, service provider, representative or agent thereof, and all actions and proceedings commenced by or on behalf of said Trustees against any claimant, applicant, employee, participant, the Union or the Employer pertaining to the Fund in any manner, shall be brought in the appropriate court in the County of Onondaga, New York or other applicable

7646 8466

tribunal located therein except where otherwise provided herein. In regard to withdrawal liability arbitration proceedings, all such arbitrations shall be initiated in the Boston, Massachusetts regional office of the American Arbitration Association and all hearings and related proceedings shall be conducted in Syracuse, New York. In regard to federal district court actions, all such actions shall be commenced and heard in the United States District Court for the Northern District of New York. It is specifically agreed that any action or proceeding commenced or initiated in any other jurisdiction or venue shall be transferred to the appropriate court or tribunal specified herein.

11. This Participation Agreement shall become effective as of the date of execution hereof and the payments above provided shall be payable from and after 04/01/2013 and expire on 03/31/2018. This agreement shall continue in full force and effect for the same term as the collective bargaining agreement. A new Participation Agreement must be signed and submitted for each subsequent collective bargaining agreement.

Effective date of collective bargaining agreement 04/01/2013

Expiration date of collective bargaining agreement 03/31/2018

12. The Employer and its employees shall not be entitled to participate in this Fund unless the Employer and the Union are signatory to a current Participation Agreement.

13. This Participation Agreement represents the entire agreement and understanding of the parties and supersedes all prior or contemporaneous agreements or understandings, whether oral or written. As such, this Participation Agreement may not be modified except by a writing signed by all parties.

The parties hereto have caused this Participation Agreement to be executed on the date shown by each of their signatures below.

LOCAL UNION# 560 EMPLOYER: Canada Dry

ADDRESS: 707 Summit Avenue ADDRESS: 116-20 15th Avenue

Union, City, NJ 07087

College Point, NY 11356

SIGNATURE: Redacted by the U.S. Department of the Treasury SIGNATURE: Redacted by the U.S. Department of the Treasury

PRINT NAME: Harold Welsh

PRINT NAME: PETER GAUDET

PRINT TITLE: Trustee

PRINT TITLE: VP / LABOR RELATIONS

DATE: 10/7/13

DATE: 10/7/13

NEW YORK STATE TR Redacted by the U.S. Department of the Treasury E PENSION AND RETIREMENT FUND
151 NORTHERN CONC Redacted by the U.S. Department of the Treasury 13212
MAILING ADDRESS: Redacted by the U.S. Department of the Treasury CUSE, NEW YORK 13221-4928

SIGNATURE: Redacted by the U.S. Department of the Treasury
EXECUTIVE ADMINISTRATOR

DATE: 10/11/13

#5295-Cardona & Sons

APPENDIX A
ALBANY REGION LRD/AGC
TEAMSTERS LOCAL 294 (ALBANY)
2012-2016 HIGHWAY-HEAVY WAGE RATE SCHEDULES

7/1/12 - 6/30/2016

Effective July 1, 2012, or for work on which the carryover clause has expired.

	<u>Wages</u>	<u>Welfare</u>	<u>Pension</u>	<u>Training</u>	<u>Total</u>
Group 1	\$26.42	\$8.44	\$7.95	\$1.00	\$43.81
Group 2	\$26.47				\$43.86
Group 3	\$26.56				\$43.95
Group 4	\$26.67				\$44.06
Group 5	\$26.82				\$44.21

Effective July 1, 2013, or for work on which the carryover clause has expired.

	<u>Wages</u>	<u>Welfare</u>	<u>Pension</u>	<u>Training</u>	<u>Total</u>
Group 1	\$26.67	\$9.32	\$8.45	\$1.00	\$45.44
Group 2	\$26.72				\$45.49
Group 3	\$26.81				\$45.58
Group 4	\$26.92				\$45.69
Group 5	\$27.07				\$45.84

Effective July 1, 2014, or for work on which the carryover clause has expired.

	<u>Wages</u>	<u>Welfare</u>	<u>Pension</u>	<u>Training</u>	<u>Total</u>
Group 1	\$26.92	\$10.26	\$9.00	\$1.00	\$47.18
Group 2	\$26.97				\$47.23
Group 3	\$27.06				\$47.32
Group 4	\$27.17				\$47.43
Group 5	\$27.32				\$47.58

Effective July 1, 2015, or for work on which the carryover clause has expired.

	<u>Wages</u>	<u>Welfare</u>	<u>Pension</u>	<u>Training</u>	<u>Total</u>
Group 1	\$26.92	\$11.31	\$9.59	\$1.00	\$48.82
Group 2	\$26.97				\$48.87
Group 3	\$27.06				\$48.96
Group 4	\$27.17				\$49.07
Group 5	\$27.32				\$49.22

Covered Group of Employees (Define) Bargaining Unit

Rehabilitation Schedule		60 Month Death Benefit		Rates of Contribution:	Hourly	60 Month DB (\$.05 if elected)	Total Hourly	Weekly
Default	<input type="checkbox"/>	Yes	<input type="checkbox"/>	Effective 07/01/2012	\$7.95		\$7.95	
Schedule A	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>	Effective 07/01/2013	\$8.45		\$8.45	
Schedule B	<input type="checkbox"/>			Effective 07/01/2014	\$9.00		\$9.00	
Schedule C	<input checked="" type="checkbox"/>			Effective 07/01/2015	\$9.59		\$9.59	
Schedule D	<input type="checkbox"/>			Effective				
Schedule E	<input type="checkbox"/>			Effective				

Contract Type: ☐ UPS ☐ Freight-National ☒ Construction ☐ Municipal ☐ Other

Covered Employees: ☒ Bargaining ☐ Non-Bargaining

Contributions begin on all employees from the first hour of the first day of employment.

Formula for Road Drivers Contributions: Total miles driven in a tour of duty divided by 25 miles per hour equals hours per trip.

(d) All such payments to be made to the Fund are to be received by the Fund office on or before the tenth (10th) day of the month following the month in which said monies were accrued, except when otherwise agreed by the Fund, but not to exceed by the end of the same month due.

2. Failure on the part of the Employer to timely contribute on any of its employees as specified herein shall make the Employer liable for all employee benefit claims which are incurred during the period of delinquency, damages, reimbursement to the Fund for the Fund's attorneys' fees, auditors' fees, court costs, disbursements and expenses incurred by the Fund in recovering the above. In addition, the Employer must pay all arrears due the Fund together with liquidated damages in the sum of ten percent (10%) of the delinquent amount. The late payment of any delinquency by the Employer shall not in any way relieve it from the obligations set forth above. In addition, when the Employer is notified in writing by the Fund that it is delinquent, the Employer must immediately pay the delinquent amount to the Fund. After said payment, the Employer may appeal the Fund's decision to the Board of Trustees, whose decision shall be final and binding. In the event of failure of the Employer to comply with any of the rules of the Fund, the Employer and all its participating employees, at the Fund's sole discretion, shall cease to participate in the Fund, and the Employer shall be responsible for all the benefits and all other charges specified herein.

3. The Fund may, at any time, audit the payroll records of any and all employees of the Employer at a time mutually agreed upon at no extra charge to the Employer. In the event it is found that the Employer has not fully complied with the Fund rules and/or provisions of this Participation

THE NEW YORK STATE TEAMSTERS CONFERENCE PENSION AND RETIREMENT FUND

PARTICIPATION AGREEMENT

1. (a) This Participation Agreement, executed by the undersigned Teamsters Local Union (hereinafter "Union") and Employer, is the basis for participation in the New York State Teamsters Conference Pension & Retirement Fund (hereinafter "Fund"). The Employer, its participating employees, and the Union, as a condition of participation in this Fund, are bound by all of the rules and regulations of the Fund now and/or hereafter adopted.

(b) The Employer and Union understand and agree that the Fund contributions shall be made, as set forth herein, on all employees doing bargaining unit work, irrespective of whether said employees are full time, part time, casual or seasonal, except as is otherwise provided herein. No agreement between the Employer and the Union shall alter this rule or any other rule or provision of this Participation Agreement.

(c) The Employer agrees to contribute as follows, not to exceed the maximum:

Covered Group of Employees (Define) Drivers

<i>Rates of Contribution</i>	<i>Daily or Hourly</i>	<i>Weekly</i>	<i>CONTRACT TYPE:</i>
Effective <u>07/01/2009</u>	<u>1.20</u>	<u>40 hours per week</u>	<u>UPS</u>
Effective <u>07/01/2010</u>	<u>1.20</u>	<u>"</u>	<u>FREIGHT - National</u>
Effective <u>07/01/2011</u>	<u>1.25</u>	<u>"</u>	<u>FREIGHT - Area</u>
Effective <u>07/01/2012</u>	<u>1.25</u>	<u>"</u>	<u>CONSTRUCTION</u>
Effective _____	_____	_____	<u>X</u> Other (specify) <u>Area</u>

Covered Employees: X Bargaining Non-Bargaining

Contributions begin on all employees from the first hour of the first day of employment.

Formula for Road Drivers Contributions: Total miles driven in a tour of duty divided by 25 miles per hour equals hours per trip.

(d) All such payments to be made to the Fund are to be received by the Fund office on or before the tenth (10th) day of the month following the month in which said monies were accrued, except when otherwise agreed by the Fund, but not to exceed by the end of the same month due.

2. Failure on the part of the Employer to timely contribute on any of its employees as specified herein shall make the Employer liable for all employee benefit claims which are incurred during the period of delinquency, damages, reimbursement to the Fund for the Fund's attorneys' fees, auditors' fees, court costs, disbursements and expenses incurred by the Fund in recovering the above. In addition, the Employer must pay all arrears due the Fund together with liquidated damages in the sum of ten percent (10%) of the delinquent amount. The late payment of any delinquency by the Employer shall not in any way relieve it from the obligations set forth above. In addition, when the Employer is notified in writing by the Fund that it is delinquent, the employer must immediately reimburse the delinquent amount to the Fund. After said reimbursement, the employer may appeal the Fund's decision to the Board of Trustees, whose decision shall

be final and binding. In the event of failure of the Employer to comply with any of the rules of the Fund, the Employer and all its participating employees, at the Fund's sole discretion, shall cease to participate in the Fund, and the Employer shall be responsible for all the benefits and all other charges specified herein.

3. The Fund may, at any time, audit the payroll records of any and all employees of the Employer at a time mutually agreed upon at no extra charge to the Employer. In the event it is found that the Employer has not fully complied with the Fund rules and/or provisions of this Participation Agreement, the Employer shall pay the full cost of the audit that has been performed by the Fund. In addition, the Employer shall be responsible as set forth in this Participation Agreement and in accordance with the Fund's current Collections Policy.

4. The Fund shall be open to participation by any group of members belonging to a participating Local Union that fully complies with all rules and regulations of the Fund. In addition, the Employer may contribute to the Fund for employees working outside the jurisdiction of the Collective Bargaining Agreement in the amount indicated above. However, if these employees are included, the Employer agrees to make contributions on all employees in this category subject to the same conditions and on the same basis as is provided in this Participation Agreement, and the Employer also agrees to continue to make contributions on all these employees for as long as there shall be a Collective Bargaining Agreement or Agreements between the Employer and the Union, subject to any and all rules and regulations or decisions covering this group that are issued by the Fund. The employer must request in writing and receive written approval from the Fund in order to have these non-covered employees included. Such request must specifically define the category or categories involved.

5. Should any of the provisions of this Participation Agreement be declared to be in violation of the Labor-Management Relations Act of 1947, as amended, or any other State or Federal statute or regulation, such declaration shall in no way impair the effectiveness or continuity of the rest of the provisions of this Participation Agreement and such provisions are hereby expressly declared to be saved from such illegality.

6. Payments to the Fund must be made by the Employer for all compensable vacation and holiday time up to a maximum of one full calendar year.

7. If an employee is granted a leave of absence, the Employer shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions during the period of absence and such monies shall thereafter be promptly forwarded to the Fund in accordance with the rules of the Fund. In the event the Employer grants a leave and does not so comply, the Employer must pay the contributions subject to all other requirements in paragraph 2 herein.

8. The Employer agrees to furnish such information as may be necessary to enable the Fund to carry out its duties.

9. If a regular employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of four (4) weeks. If a regular employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work. However, such contributions shall not be paid for a period of more than ~~52~~ ⁴ weeks. *for*

10. All actions and proceedings commenced or initiated by any claimant, applicant, employee, participant, the Union or the Employer, or their agents, successors or assigns, against the Fund, the Trustees thereof or any employee, service provider, representative or agent thereof, and all actions and proceedings commenced by said Trustees against any claimant, applicant, employee, participant, local the Union or the Employer pertaining to the Fund in any manner, shall be brought in the appropriate court in the County of Onondaga, New York or other applicable tribunal located therein except where otherwise provided herein. In regard to arbitration proceedings, all such arbitrations shall be initiated in the Syracuse, New York regional office of the American Arbitration Association and all hearings and related proceedings

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shall be conducted in Syracuse, New York. In regard to federal district court actions, all such actions shall be commenced and heard in the United States District Court for the Northern District of New York. It is specifically agreed that any action or proceeding commenced or initiated in any other jurisdiction or venue shall be transferred to the appropriate court or tribunal specified herein.

11. This Participation Agreement shall become effective as of the date of execution hereof and the payments above provided shall be payable from and after 07/01/09, and expire on 06/30/13. This agreement shall continue in full force and effect for the same term as the Collective Bargaining Agreement. A new Participation Agreement must be signed and submitted for each subsequent Collective Bargaining Agreement.

Effective Date of Collective Bargaining Agreement: 07/01/09, Expiration Date of Collective Bargaining Agreement: 06/30/13.

12. The Employer and its employees shall not be entitled to participate in this Fund unless the Employer and the Union are signatory to a current Participation Agreement.

13. This Participation Agreement represents the entire agreement and understanding of the parties and supersedes all prior or contemporaneous agreements or understandings, whether oral or written. As such, this Participation Agreement may not be modified except by a writing signed by all parties.

The parties hereto have caused this Participation Agreement to be executed on the date shown by each of their signatures below.

LOCAL UNION #: 294 EMPLOYER: Catskill Concrete Company
c/o Cranesville Block Company

ADDRESS: 890 Third Street ADDRESS: 1250 Riverfront Center

Albany, NY 12206 Amsterdam, NY 12010
Redacted by the U.S. Department of the Treasury
SIGNATURE: Redacted by the U.S. Department of the Treasury SIGNATURE: Redacted by the U.S. Department of the Treasury

PRINT NAME: John Bulgaro PRINT NAME: John Tascio

PRINT TITLE: President PRINT TITLE: U.S.

DATE: 8/13/09 DATE: 8/11/09

NEW YORK STATE PENSION AND RETIREMENT FUND
3 NORTHERN COAST
MAILING ADDRESS: Redacted by the U.S. Department of the Treasury NEW YORK 13221-4928

SIGNATURE: Redacted by the U.S. Department of the Treasury DATE: 9/20/09
EXECUTIVE ADMINISTRATOR

THE NEW YORK STATE TEAMSTERS CONFERENCE PENSION AND RETIREMENT FUND

PARTICIPATION AGREEMENT

1. (a) This Participation Agreement, executed by the undersigned Teamsters Local Union (hereinafter "Union") and Employer, is the basis for participation in the New York State Teamsters Conference Pension & Retirement Fund (hereinafter "Fund"). The Employer, its participating employees, and the Union, as a condition of participation in this Fund, are bound by this Participation Agreement and all of the rules and regulations of the Fund now and/or hereafter adopted.

(b) The Employer and Union understand and agree that the Fund contributions shall be made, as set forth herein, on all employees doing bargaining unit work, irrespective of whether said employees are full-time, part-time, casual or seasonal, except as is otherwise provided herein. No agreement between the Employer and the Union shall alter this rule or any other rule or provision of this Participation Agreement.

(c) The Employer agrees to contribute as follows, not to exceed the maximum:

Covered Group of Employees (Define) Century Linen of Potsdam, Inc. - Route Sales, Drivers and Soil Sorters

<i>Rates of Contribution:</i>	<u>Hourly</u>	<u>Weekly</u>	<u>CONTRACT TYPE:</u>	<u>REHABILITATION SCHEDULE (attached)</u>
Effective _____	_____	_____	<input type="checkbox"/> UPS	<input checked="" type="checkbox"/> Default
Effective <u>10/19/2015</u>	<u>\$1.30</u>	<u>52.00</u>	<input type="checkbox"/> FREIGHT – National	<input type="checkbox"/> Schedule A
Effective <u>1/1/2016</u>	<u>\$1.38</u>	<u>55.20</u>	<input type="checkbox"/> FREIGHT – Area	<input type="checkbox"/> Schedule B
Effective _____	_____	_____	<input type="checkbox"/> CONSTRUCTION	<input type="checkbox"/> Schedule C
Effective _____	_____	_____	<input type="checkbox"/> MUNICIPAL	<input type="checkbox"/> Schedule D
Effective _____	_____	_____	<input checked="" type="checkbox"/> OTHER	<input type="checkbox"/> Schedule E

Covered Employees: ☒ Bargaining ☐ Non-Bargaining

Contributions begin on all employees from the first hour of the first day of employment.

Formula for Road Drivers Contributions: Total miles driven in a tour of duty divided by 25 miles per hour equals hours per trip.

(d) All such payments to be made to the Fund are to be received by the Fund office on or before the tenth (10th) day of the month following the month in which said monies were accrued, except when otherwise agreed by the Fund, but not to exceed by the end of the same month due.

2. Failure on the part of the Employer to timely contribute on any of its employees as specified herein shall make the Employer liable for all employee benefit claims which are incurred during the period of delinquency, damages, reimbursement to the Fund for the Fund's attorneys' fees, auditors' fees, court costs, disbursements and expenses incurred by the Fund in recovering the above. In addition, the Employer must pay all arrears due the Fund together with liquidated damages in the sum of ten percent (10%) of the delinquent amount. The late payment of any delinquency by the Employer shall not in any way relieve it from the obligations set forth above. In addition, when the Employer is notified in writing by the Fund that it is delinquent, the Employer must immediately pay the delinquent amount to the Fund. After said payment, the Employer may appeal the Fund's decision to the Board of

Trustees, whose decision shall be final and binding. In the event of failure of the Employer to comply with any of the rules of the Fund, the Employer and all its participating employees, at the Fund's sole discretion, shall cease to participate in the Fund, and the Employer shall be responsible for all the benefits and all other charges specified herein.

3. The Fund may, at any time, audit the payroll records of any and all employees of the Employer at a time mutually agreed upon at no extra charge to the Employer. In the event it is found that the Employer has not fully complied with the Fund rules and/or provisions of this Participation Agreement, the Employer shall pay the full cost of the audit that has been performed by the Fund. In addition, the Employer shall be responsible as set forth in this Participation Agreement and the Fund's rules, regulations and/or collection policies.

4. The Fund shall be open to participation by any group of members belonging to a participating Union that fully complies with all rules and regulations of the Fund. In addition, the Employer may contribute to the Fund for employees working outside the jurisdiction of the collective bargaining agreement in the amount indicated above. However, if these employees are included, the Employer agrees to make contributions on all employees in this category subject to the same conditions and on the same basis as is provided in this Participation Agreement, and the Employer also agrees to continue to make contributions on all these employees for as long as there shall be a collective bargaining agreement between the Employer and the Union, subject to any and all rules and regulations or decisions covering this group that are issued by the Fund. The Employer must request in writing and receive written approval from the Fund in order to have these non-covered employees included. Such request must specifically define the category or categories involved.

5. Should any of the provisions of this Participation Agreement be declared to be in violation of the Labor-Management Relations Act of 1947, as amended, or any other State or Federal statute or regulation, such declaration shall in no way impair the effectiveness or continuity of the rest of the provisions of this Participation Agreement and such provisions are hereby expressly declared to be saved from such illegality.

6. Payments to the Fund must be made by the Employer for all compensable vacation and holiday time up to a maximum of one full calendar year.

7. If an employee is granted a leave of absence, the Employer shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions during the period of absence and such monies shall thereafter be promptly forwarded to the Fund in accordance with the rules of the Fund. In the event the Employer grants a leave and does not so comply, the Employer must pay the contributions subject to all other requirements in paragraph 2 herein.

8. The Employer agrees to furnish such information as may be necessary to enable the Fund to carry out its duties.

9. If a regular employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of four (4) weeks. If a regular employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work. However, such contributions shall not be paid for a period of more than 4 weeks.

10. All actions and proceedings commenced or initiated by any claimant, applicant, employee, participant, the Union or the Employer, or their agents, successors or assigns, against the Fund, the Trustees thereof or any employee, service provider, representative or agent thereof, and all actions and proceedings commenced by or on behalf of said Trustees against any claimant, applicant, employee, participant, the Union or the Employer pertaining to the Fund in any manner, shall be brought in the appropriate court in the County of Onondaga, New York or other applicable tribunal located therein except where otherwise provided herein. In regard to withdrawal liability arbitration proceedings, all such arbitrations shall be initiated in the Boston, Massachusetts regional office of the American

Arbitration Association and all hearings and related proceedings shall be conducted in Syracuse, New York. In regard to federal district court actions, all such actions shall be commenced and heard in the United States District Court for the Northern District of New York. It is specifically agreed that any action or proceeding commenced or initiated in any other jurisdiction or venue shall be transferred to the appropriate court or tribunal specified herein.

11. This Participation Agreement shall become effective as of the date of execution hereof and the payments above provided shall be payable from and after 10/19/2015 and expire on 12/31/2016. This agreement shall continue in full force and effect for the same term as the collective bargaining agreement. A new Participation Agreement must be signed and submitted for each subsequent collective bargaining agreement.

Effective date of collective bargaining agreement 1/1/2013

Expiration date of collective bargaining agreement 12/31/2016

12. The Employer and its employees shall not be entitled to participate in this Fund unless the Employer and the Union are signatory to a current Participation Agreement.

13. This Participation Agreement represents the entire agreement and understanding of the parties and supersedes all prior or contemporaneous agreements or understandings, whether oral or written. As such, this Participation Agreement may not be modified except by a writing signed by all parties.

The parties hereto have caused this Participation Agreement to be executed on the date shown by each of their signatures below.

LOCAL UNION# 687

EMPLOYER: Century Linen of Potsdam, Inc.

Bargaining Unit

ADDRESS: 14 Elm Street

ADDRESS: Route 56

Potsdam, N.Y. Redacted by the U.S.

Potsdam, N.Y. 13676

Department of the Treasury

Redacted by the U.S. Department of the Treasury

PRINT NAME: Mickey S. Smith

PRINT NAME: Richard Smith

PRINT TITLE: Business Agent

PRINT TITLE: President

DATE: 2-10-16

DATE: 2/29/16

NEW YORK STATE Redacted by the U.S. Department of the Treasury
151 NORTHERN CO
MAILING ADDRESS

SION AND RETIREMENT FUND
2
NEW YORK 13221-4928

SIGNATURE: Redacted by the U.S. Department of the Treasury
EXECUTIVE

DATE: 3/24/16

INTERNATIONAL BROTHERHOOD OF TEAMSTERS

Pipeline Construction Pre-Job Form **CHARPS WELDING**

LOCAL UNIONS 449 JOINT COUNCIL 46 ZONE 47-4 DATE 5/5/16
PROJECT DATES (Approximate): BEGINS 4/27/16 ENDS 5/11/16

CONTRACTOR CHARP'S WELDING
CLIENT L. H. RAJIC, INC.
JOB ADDRESS 132 DICKENS ST. HUNTER, NY
WAREHOUSE LOCATION ↓ PHONE Redacted by the U.S.
SUPERINTENDENT A. J. O'HANLON CELL Redacted by the U.S.
PROJECT STEWARD DAVE SHAMBERG CELL Redacted by the U.S.
PROJECT DESCRIPTION MAINTENANCE

WORK WEEK Days M-F-Sat Hours 5-1:15

EQUIPMENT/PERSONNEL REQUIRED

<input type="checkbox"/> A-Frame	<input type="checkbox"/> Four Wheel	<input type="checkbox"/> Storage Truck	Other _____
<input type="checkbox"/> All-Terrain Vehicle (ATV)	<input type="checkbox"/> Fork Lift	<input type="checkbox"/> Suburban	Other _____
<input type="checkbox"/> Ambulance	<input type="checkbox"/> Ford Truck	<input type="checkbox"/> Swamp Hoggy	Other _____
<input type="checkbox"/> Articulating End Dump	<input type="checkbox"/> Gas Pole	<input type="checkbox"/> Tandem	Other _____
<input type="checkbox"/> Boom Truck	<input type="checkbox"/> Concrete Truck	<input type="checkbox"/> Team Driver	Other _____
<input type="checkbox"/> Bus	<input type="checkbox"/> Hot Pan Truck	<input type="checkbox"/> Truck Truck (Manuka)	Other _____
<input type="checkbox"/> Challenger	<input type="checkbox"/> Jeep	<input type="checkbox"/> Tractor, Rubber-Tire	Other _____
<input type="checkbox"/> Crew Cab	<input type="checkbox"/> Log Truck/Grapple		
<input type="checkbox"/> Dump Truck	<input type="checkbox"/> Lumber	<input type="checkbox"/> Van	
<input type="checkbox"/> Environmental Truck	<input type="checkbox"/> Mechanic	<input type="checkbox"/> Warehouse (Parts Chosen/Runner)	
<input type="checkbox"/> Excavator	<input type="checkbox"/> Pick-Up	<input type="checkbox"/> Water Truck/Pull	
<input type="checkbox"/> Flat Bed (1-2 Tons)	<input type="checkbox"/> Rollback (or similar)	<input type="checkbox"/> Winch Truck	
<input checked="" type="checkbox"/> Flat	<input type="checkbox"/> Skid Truck		
	<input type="checkbox"/> Stringer Truck		

WAGES Group 1 \$ 27.13 Group 2 \$ _____ Group 3 \$ _____

WELFARE (Circle One): (Hour) Day Week \$ 5.00 (Enter Amount)

PENSION (Circle One): Hour Day Week \$ 5.19 (Enter Amount)

Travelers H&W benefits will be remitted to Central States (See attached)

Travelers Pension funds will be remitted to the Teamsters Pipeline Pension Fund (See attached)

All Local Union benefits will be remitted to (Please provide information below):

PENSION

HEALTH & WELFARE

NY TRANSIT HEALTH
14-211502 PF 210-1 PLAN
P.O. Box 4928 SYRACUSE, NY 13221
LMCT Funds will be remitted to Teamster National Pipeline Fund 315.455.9990
P.O. Box 79089
Baltimore, Maryland 21279-0089

PLEASE FAX SIGNED COPY TO (202) 624-8107

2016-04-28 08:52 CONSTRUCTION

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INTERNATIONAL BROTHERHOOD OF TEAMSTERS**Pipeline Construction Pre-Job Form****ALL TEAMSTERS, REGARDLESS OF REFERRAL, WILL REPORT TO THE STEWARD ON THE FIRST DAY****Sub-Contractors**

Name _____ Work _____ Phone _____

Name _____ Work _____ Phone _____

Name _____ Work _____ Phone _____

Name _____ Work _____ Phone _____

*All Sub-Contractors MUST be signatory to the Pipeline Agreement prior to the Pre-Job or they will be considered employees of the Prime Contractors if performing work under the Agreement.**The following items were discussed and agreed to at the Pre-Job Meeting and will be adhered to for the duration of the job:*

• 4 HOURS PER DAY 7-8 DAY
• 10-15 WEEK 1-9100 DAY, \$10.00 - B.O.F
ALCOHOL & 1ST AID REPORT, 250.00 F.R.
allowance with 100% SIGNATURE FOR 100% SIGNATURE
2. & 3 PER 9100 - PER DAY SIGNATURE

The Employer agrees to deduct from the paycheck of all employees covered under this Pre-Job voluntary contributions to DRIVE. The Employer shall transmit to DRIVE on a monthly basis in one payment the total amount deducted and provide the name and Social Security number of each member.

• TALLER C.F.A.I. WILL NOT PAY DAY LOCAL (2020)

TEAMSTERS CLAIM THE HAULING OF ALL PERSONNEL, MATERIAL, WATER AND EQUIPMENT TO/FROM AND ON THE SITE BY ANY MEANS USED - THIS INCLUDES WAREHOUSE AND LAYDOWN YARDS.**EMPLOYER**

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UNION

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PLEASE FAX SIGNED COPY TO (202) 624-8107

THE NEW YORK STATE TEAMSTERS CONFERENCE PENSION AND RETIREMENT FUND

PARTICIPATION AGREEMENT

1. (a) This Participation Agreement, executed by the undersigned Teamsters Local Union (hereinafter "Union") and Employer, is the basis for participation in the New York State Teamsters Conference Pension & Retirement Fund (hereinafter "Fund"). The Employer, its participating employees, and the Union, as a condition of participation in this Fund, are bound by this Participation Agreement and all of the rules and regulations of the Fund now and/or hereafter adopted.

(b) The Employer and Union understand and agree that the Fund contributions shall be made, as set forth herein, on all employees doing bargaining unit work, irrespective of whether said employees are full-time, ~~part-time, casual~~ or seasonal, except as is otherwise provided herein. No agreement between the Employer and the Union shall alter this rule or any other rule or provision of this Participation Agreement. ** as defined in the Collective Bargaining Agreement. PL*

(c) The Employer agrees to contribute as follows, not to exceed the maximum:

Covered Group of Employees (Define) Clemente Latham Concrete Corp. #5241 - drivers

Rehabilitation Schedule		60 Month Death Benefit		Rates of Contribution:		60 Month DB (\$.05 if elected)	Total Hourly	Weekly
				Hourly				
Default	<input type="checkbox"/>	Yes	<input type="checkbox"/>	Effective	7/1/2015	\$4.50		55 hour max
Schedule A	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>	Effective	7/1/2016	\$4.87		55 hour max
Schedule B	<input type="checkbox"/>			Effective	7/1/2017	\$5.27		55 hour max
Schedule C	<input type="checkbox"/>			Effective				
Schedule D	<input type="checkbox"/>			Effective				
Schedule E	<input checked="" type="checkbox"/>			Effective				

Contract Type: ☐ UPS ☐ Freight-National ☐ Construction ☐ Municipal ☒ Other

Covered Employees: ☒ Bargaining ☐ Non-Bargaining

Contributions begin on all employees from the first hour of the first day of employment.

Formula for Road Drivers Contributions: Total miles driven in a tour of duty divided by 25 miles per hour equals hours per trip.

(d) All such payments to be made to the Fund are to be received by the Fund office on or before the tenth (10th) day of the month following the month in which said monies were accrued, except when otherwise agreed by the Fund, but not to exceed by the end of the same month due.

2. Failure on the part of the Employer to timely contribute on any of its employees as specified herein shall make the Employer liable for all employee benefit claims which are incurred during the period of delinquency, damages, reimbursement to the Fund for the Fund's attorneys' fees, auditors' fees, court costs, disbursements and expenses incurred by the Fund in recovering the above. In addition, the Employer must pay all arrears due the Fund together with liquidated damages in the sum of ten percent (10%) of the delinquent amount. The late payment of any delinquency by the Employer shall not in any way relieve it from the obligations set forth above. In addition, when the Employer is notified in writing by the Fund that it is delinquent, the Employer must immediately pay the