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

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

<table>
<thead>
<tr>
<th>Group</th>
<th>Wages</th>
<th>Welfare</th>
<th>Pension</th>
<th>Training</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>$26.42</td>
<td>$8.44</td>
<td>$7.95</td>
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<td>$43.81</td>
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<td>3</td>
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<tr>
<td>4</td>
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<tr>
<td>5</td>
<td>$26.82</td>
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</tbody>
</table>

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

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<thead>
<tr>
<th>Group</th>
<th>Wages</th>
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<th>Pension</th>
<th>Training</th>
<th>Total</th>
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Effective July 1, 2014, or for work on which the carryover clause has expired.

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</table>

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

<table>
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<tr>
<th>Group</th>
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</thead>
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</tr>
<tr>
<td>3</td>
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</tr>
<tr>
<td>4</td>
<td>$27.17</td>
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<td></td>
</tr>
<tr>
<td>5</td>
<td>$27.32</td>
<td></td>
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</table>
Covered Group of Employees (Define) Bargaining Unit

<table>
<thead>
<tr>
<th>Rehabilitation Schedule</th>
<th>60 Month Death Benefit</th>
<th>Rates of Contribution: Hourly Weekly</th>
<th>60 Month DB ($0.05 if elected) Total Hourly Weekly</th>
</tr>
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<tbody>
<tr>
<td>Default</td>
<td>Yes</td>
<td>Effective 07/01/2012 $7.95 $7.95</td>
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<tr>
<td>Schedule A</td>
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<td>Effective 07/01/2013 $8.45 $8.45</td>
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<tr>
<td>Schedule B</td>
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<td>Effective 07/01/2014 $9.00 $9.00</td>
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<tr>
<td>Schedule C</td>
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<td>Effective 07/01/2015 $9.59 $9.59</td>
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</tr>
<tr>
<td>Schedule D</td>
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<td>Effective</td>
<td></td>
</tr>
<tr>
<td>Schedule E</td>
<td></td>
<td>Effective</td>
<td></td>
</tr>
</tbody>
</table>

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

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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:

<table>
<thead>
<tr>
<th>Covered Group of Employees (Define)</th>
<th>Drivers</th>
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</thead>
<tbody>
<tr>
<td>Rates of Contribution:</td>
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<td><strong>DAILY</strong></td>
<td><strong>Weekly</strong></td>
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<td>$22.08</td>
</tr>
</tbody>
</table>

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 8 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 05/01/13 and expire on 04/30/18. 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 05/01/13
Expiration date of collective bargaining agreement 04/30/18

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# 294

LOCAL UNION## 294

EMPLOYER: Dagostino Building Block Co.

ADDRESS: 890 Third Street

ADDRESS: 1111 Altamont Ave.

Albany, NY 12206

Schenectady, NY 12303

SIGNATURE: John Bulgaro

SIGNATURE: Kenneth Dagostino

PRINT NAME: President & PEO

PRINT NAME: Secretary-Treasurer

DATE: 7/13/13

DATE: 7/5/13

NEW YORK STATE TEAMSTERS CONFERENCE PENSION AND RETIREMENT FUND
151 NORTHERN CONCOURSE, SYRACUSE, NY 13212
MAILING ADDRESS: P. O. BOX 4928, SYRACUSE, NEW YORK 13221-4928

SIGNATURE: EXECUTIVE ADMINISTRATOR

DATE: 8/17/13

REV. 5/2010

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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) Bargaining - Building Rates Composite Crew

<table>
<thead>
<tr>
<th>Rates of Contribution:</th>
<th>Hourly</th>
<th>Weekly</th>
<th>CONTRACT TYPE:</th>
<th>REHABILITATION SCHEDULE (attached)</th>
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<td>Effective</td>
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<td>Schedule A</td>
</tr>
<tr>
<td>Effective</td>
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<td>FREIGHT - Area</td>
<td>Schedule B</td>
</tr>
<tr>
<td>Effective</td>
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<td></td>
<td>CONSTRUCTION</td>
<td>Schedule C</td>
</tr>
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<td>Effective</td>
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<td></td>
<td>MUNICIPAL</td>
<td>Schedule D</td>
</tr>
<tr>
<td>Effective</td>
<td></td>
<td></td>
<td>OTHER</td>
<td>Schedule E</td>
</tr>
</tbody>
</table>

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 6-1-2016 and expire on 5-31-2017. 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 6-1-2016

Expiration date of collective bargaining agreement 5-31-2017

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: Danko Development

ADDRESS: 14 Elm Street

ADDRESS: 8545 SH 56

Potsdam, New York 13676

Norfolk, New York 13667

SIGNATURE: Brian K. Hammond

SIGNATURE: [Signature]

PRINT NAME: President/PEO- Business Agent

PRINT NAME: [Signature]

DATE: 5-31-16

DATE: 5-31-16

NEW YORK STATE TEAMSTERS CONFERENCE PENSION AND RETIREMENT FUND

151 NORTHERN CONCOURSE, SYRACUSE, NY 13212

MAILING ADDRESS: P. O. BOX 4928, SYRACUSE, NEW YORK 13221-4928

SIGNATURE: [Signature]

EXECUTIVE ADMINISTRATOR

DATE: 6/13/16

REV. 5/2010
PARTICIPATION AGREEMENT

(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 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) Bargaining, Heavy & Highway- Composite Crew
<table>
<thead>
<tr>
<th>Rates of Contribution</th>
<th>Hourly</th>
<th>Weekly</th>
<th>CONTRACT TYPE:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Effective 6/1/16</td>
<td>$9.21</td>
<td>All Hrs Paid</td>
<td>UPS</td>
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<td>Effective</td>
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<td>FREIGHT - National</td>
</tr>
<tr>
<td>Effective</td>
<td></td>
<td></td>
<td>FREIGHT - Area</td>
</tr>
<tr>
<td>Effective</td>
<td></td>
<td></td>
<td>CONSTRUCTION</td>
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<td>Effective</td>
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<td>MUNICIPAL</td>
</tr>
<tr>
<td>Effective</td>
<td></td>
<td></td>
<td>OTHER</td>
</tr>
</tbody>
</table>

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.

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
nal and binding. In the event of failure of the Employer to comply with any of the rules of the Fund, the Employer and 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.

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 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 in accordance with the Fund’s current Collections Policy.

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.

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.

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.

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 fails a leave and does not so comply, the Employer must pay the contributions subject to all other requirements in paragraph 2 herein.

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

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.

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 here 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
all 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 tribunal specified herein.

1. This Participation Agreement shall become effective as of the date of execution hereof and the payments above provided shall be payable from and after 6/1/16, and expire on 5/31/17. 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.


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

3. 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 shall 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: Danko Development

ADDRESS: 8545 SH 56
Norfolk, NY 13667
SIGNATURE: ____________
PRINT NAME: P. Larry Danko
PRINT TITLE: President
DATE: 5-31-16

NEW YORK STATE TEAMSTERS CONFERENCE PENSION AND RETIREMENT FUND
NORTHERN CONCOURSE, SYRACUSE, NY 13212
MAILING ADDRESS: P. O. BOX 4928, SYRACUSE, NEW YORK 13221-4928

SIGNATURE: ____________
EXECUTIVE ADMINISTRATOR
DATE: 6/13/14
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, the Trust Agreement, Plan documents and all of the rules and regulations of the Fund now and/or hereafter adopted by the Board of Trustees.

(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 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:

DePerno & Khanzadian, PC - #4273

<table>
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<tr>
<th>Rehabilitation Schedule</th>
<th>60 Month Death Benefit</th>
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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. The Fund shall not be subject to any grievance/arbitration procedure set forth in any collective bargaining agreement. 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 provided hereinabove shall be payable from and after 01/01/2015 and continue until expiration of the collective bargaining agreement on 12/31/2017 subject, however, to the discretion of the Trustees. After expiration of the collective bargaining agreement, this Participation Agreement shall continue in full force and effect until a successor collective bargaining agreement is executed by the Employer and Union unless a) the Trustees terminate the participation of the Employer and provide written notice of the date of termination, b) the Employer gives the Fund at least sixty (60) days advance written notice by certified mail with return receipt requested of its intent to terminate participation because it no longer has an obligation to
contribute by contract or statute, 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. The Employer shall pay any contribution rate increases due under the Rehabilitation Plan in effect during negotiations with the Union and such payments shall be made in accordance with the rules and regulations of the Fund. A new Participation Agreement must be signed and submitted for each successor collective bargaining agreement.

Effective date of collective bargaining agreement: January 1, 2016
Expiration date of collective bargaining agreement: December 31, 2017

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. Further, 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.

The parties hereto have caused this Participation Agreement to be executed on the date shown by each of their signatures below.
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, the Trust Agreement, Plan documents and all of the rules and regulations of the Fund now and/or hereafter adopted by the Board of Trustees.

(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) DePerno & Khanzadian, PC - #4274

<table>
<thead>
<tr>
<th>Rehabilitation Schedule</th>
<th>60 Month Death Benefit</th>
<th>Rates of Contribution:</th>
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<th>Total Hourly</th>
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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.

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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.

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11. This Participation Agreement shall become effective as of the date of execution hereof and the payments provided hereinabove shall be payable from and after 01/01/2015 and continue until expiration of the collective bargaining agreement on 12/31/2017 subject, however, to the discretion of the Trustees. After expiration of the collective bargaining agreement, this Participation Agreement shall continue in full force and effect until a successor collective bargaining agreement is executed by the Employer and Union unless a) the Trustees terminate the participation of the Employer and provide written notice of the date of termination, b) the Employer gives the Fund at least sixty (60) days advance written notice by certified mail with return receipt requested of its intent to terminate participation because it no longer has an obligation to

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contribute by contract or statute, 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. The Employer shall pay any contribution rate increases due under the Rehabilitation Plan in effect during negotiations with the Union and such payments shall be made in accordance with the rules and regulations of the Fund. A new Participation Agreement must be signed and submitted for each successor collective bargaining agreement.

Effective date of collective bargaining agreement: January 1, 2015
Expiration date of collective bargaining agreement: December 31, 2017

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. Further, 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.

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

LOCAL UNION# 294
ADDRESS: 130 Lomond Court
Ulca, NY 13502

EMPLOYER: DePerno & Khanzadian, PC
ADDRESS: PO Box 83
Syracuse, NY 13157-0360

SIGNATURE: Timothy Hogan
PRINT NAME: Asst. to PEO/Field Representative
DATE: 5/26/15

SIGNATURE: Karen Khanzadian
PRINT NAME: Owner
DATE: 5/21/15

NEW YORK STATE TEAMSTERS CONFERENCE PENSION AND RETIREMENT FUND
151 NORTHERN CONCOURSE, SYRACUSE, NY 13212
MAILING ADDRESS: P.O. BOX 4028, SYRACUSE, NEW YORK 13221-4028

SIGNATURE: EXECUTIVE ADMINISTRATOR
DATE: 5/29/15

REV. 201407
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): DHL Express, (USA), Inc.

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<td>OTHER</td>
<td>Schedule E</td>
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</tbody>
</table>

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.

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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 52 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 01/01/10 and expire on 03/31/13. 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 04/01/08
Expiration date of collective bargaining agreement 03/31/13

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# 317

ADDRESS: 566 Spencer Street
Syracuse, NY 13204

SIGNATURE: [Redacted by the U.S. Department of the Treasury]
PRINT NAME: Scott M. Farley
PRINT TITLE: Business Agent
DATE: 10/8/2010

EMPLOYER: DHL Express (USA), Inc.

ADDRESS: 15-31 Papetti Place
Elizabeth, NJ 07206

SIGNATURE: [Redacted by the U.S. Department of the Treasury]
PRINT NAME: John Nuttall
PRINT TITLE: Manager, Labor Relations
DATE: 12/17/10

NEW YORK STATE TEAMSTERS CONFERENCE PENSION AND RETIREMENT FUND
151 NORTHERN CONCOURSE, SYRACUSE, NY 13212
MAILING ADDRESS: P.O. BOX 4928, SYRACUSE, NEW YORK 13221-4928

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

DATE: 1/1/11

REV. 5/2010
March 2, 2016

Ms. Karen Kezele  
Labor Relations Manager  
DHL (Airborne Express)  
4450 East Marginal Way South  
Seattle, WA 98134

RE: January 1, 2016 Allocation Increase

Dear Karen:

It has been brought to my attention that the increase for January 1, 2016 has never been implemented and communicated to you. The Board of Trustees of the New York State Teamsters Health and Pension Funds has determined the January 1, 2016 allocation to be:

**Local 118 – Rochester, New York**

*Health & Hospital Fund only*

Rate will increase to $343.50 per week from $331.90 ($0.29 * 40 hours). This represents a 3.5% increase.

**Local 317 – Syracuse, New York**

*Health & Hospital Fund*

Rate will increase to $343.50 per week from $331.90 ($0.29 * 40 hours)

*Pension & Retirement Fund*

Rate will increase to $9.317 per hour from $8.607 per hour with a weekly maximum of $372.68. This represents a $0.71 per hour increase.

If you should have any questions do not hesitate to contact me directly at 315.455.4640.

Sincerely,

Kenneth R. Stilwell  
Executive Administrator
CC: Christopher Toole – Teamsters Local Union No. 118
Tim BeVard – Teamsters Local Union No. 317
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:

<table>
<thead>
<tr>
<th>Covered Group of Employees (Define)</th>
<th>60 Month</th>
<th>60 Month DB ($0.05 if elected)</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rehabilitation Schedule</td>
<td>Death</td>
<td>Benefit</td>
<td>Rates of Contribution: Hourly</td>
</tr>
<tr>
<td>Default</td>
<td>Yes</td>
<td></td>
<td>Effective 4/1/2013 5.65</td>
</tr>
<tr>
<td>Schedule A</td>
<td>No</td>
<td></td>
<td>Effective 4/1/2014 6.12</td>
</tr>
<tr>
<td>Schedule B</td>
<td></td>
<td></td>
<td>Effective 4/1/2015 6.62</td>
</tr>
<tr>
<td>Schedule C</td>
<td></td>
<td></td>
<td>Effective 4/1/2016 7.17</td>
</tr>
<tr>
<td>Schedule D</td>
<td></td>
<td></td>
<td>Effective</td>
</tr>
<tr>
<td>Schedule E</td>
<td></td>
<td></td>
<td>Effective</td>
</tr>
</tbody>
</table>

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
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 4/1/2013 and expire on 12/31/2018. 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: April 1, 2013
Expiration date of collective bargaining agreement: December 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# 118

ADDRESS: 130 Metro Park
Rochester, NY 14623

SIGNATURE: [Redacted by the U.S. Department of the Treasury]
PRINT NAME: Paul Markowitz
PRINT TITLE: Business Agent
DATE: 1/3/14

EMPLOYER: Anchor/Oldcastle APG NE-DBA Dorrine

ADDRESS: 735 Wangum Rd.
Fishers, NY 14453

SIGNATURE: [Redacted by the U.S. Department of the Treasury]
PRINT NAME: Laurie Boyan
PRINT TITLE: Regional HR Director, NE
DATE:

NEW YORK STATE TEAMSTERS CONFERENCE PENSION AND RETIREMENT FUND
151 NORTHERN CONCOURSE, SYRACUSE, NY 13212
MAILING ADDRESS: Redacted by the U.S. Department of the Treasury

SIGNATURE: [Redacted by the U.S. Department of the Treasury]
EXECUTIVE ADMINISTRATOR
DATE: 3/8/14

REV. 1/2012
Re: Attachment to Pension Participation Agreement

CBA: April 1, 2013-December 31, 2016

Pursuant to Article 35 (Pension) of the Collective Bargaining Agreement between Teamsters Local 118 and Anchor/Oldcastle-APG Northeast/Domine, the annual pension contributions during the life of the agreement are capped as follows:

2013- No cap/All hours
2014- Cap/2080 hours
2015- Cap/2120 hours
2016- Cap/2080 hours

Accordingly, the fund recognizes the aforementioned annual caps.

For the Company - [Signature] Date 12/8/13

For the Union - [Signature] Date 12/14/13

For the Fund - [Signature] Date [Signature]
APPENDIX A ALCANY REGION LRD/AGC
TEAMSTERS LOCAL 294 (ALBANY)
2016-2019 HIGHWAY-HEAVY WAGE RATE SCHEDULES

Effective July 1, 2016, or for work on which the carryover clause has expired.

<table>
<thead>
<tr>
<th>Group</th>
<th>Wages</th>
<th>Welfare</th>
<th>Pension</th>
<th>Training</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Group 1</td>
<td>$27.67</td>
<td>$11.66</td>
<td>$10.24</td>
<td>$1.00</td>
<td>$50.57</td>
</tr>
<tr>
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<tr>
<td>Group 3</td>
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<tr>
<td>Group 4</td>
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<tr>
<td>Group 5</td>
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<td></td>
<td></td>
<td></td>
<td>$50.97</td>
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</table>

Effective July 1, 2017, or for work on which the carryover clause has expired.

<table>
<thead>
<tr>
<th>Group</th>
<th>Wages</th>
<th>Welfare</th>
<th>Pension</th>
<th>Training</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Group 1</td>
<td>$28.42</td>
<td>$12.07</td>
<td>$10.93</td>
<td>$1.00</td>
<td>$52.42</td>
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<td>$28.47</td>
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<tr>
<td>Group 3</td>
<td>$28.56</td>
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<td></td>
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<td>$52.56</td>
</tr>
<tr>
<td>Group 4</td>
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<tr>
<td>Group 5</td>
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<td></td>
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<td>$52.82</td>
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</tbody>
</table>

Effective July 1, 2018, or for work on which the carryover clause has expired.

<table>
<thead>
<tr>
<th>Group</th>
<th>Wages</th>
<th>Welfare</th>
<th>Pension</th>
<th>Training</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Group 1</td>
<td>$29.17</td>
<td>$12.43</td>
<td>$11.67</td>
<td>$1.00</td>
<td>$54.27</td>
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<tr>
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<td></td>
<td></td>
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</tr>
<tr>
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<td>$29.31</td>
<td></td>
<td></td>
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<td>$54.41</td>
</tr>
<tr>
<td>Group 4</td>
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<td></td>
<td>$54.52</td>
</tr>
<tr>
<td>Group 5</td>
<td>$29.57</td>
<td></td>
<td></td>
<td></td>
<td>$54.67</td>
</tr>
</tbody>
</table>
Group 1: Warehousemen, Yardmen, Truck Helpers, Pickups, Panel Trucks, Flatboy Material Trucks (straight jobs), Single Axle Dump Trucks, Dumpsters, Material Checkers and Receivers, Greasers, Truck Tiremen, Mechanic Helpers and Parts Chaser.

Group 2: Tandems and Batch Trucks, Mechanics, Dispatcher.

Group 3: Semi-Trailers, Low-boy Trucks, Asphalt Distributor Trucks, and Agitator, Mixer Trucks and dumpcrite type vehicles, Truck Mechanic, Fuel Truck.

Group 4: Specialized Earth Moving Equipment - Euclid Type, or similar off-highway equipment, where not self-loaded, Straddle (Ross) Carrier, and self-contained concretemobileunit.


Water Tank, Sprinkler Trucks and Winch Trucks shall be governed by the appropriate group according to axle, i.e., single axle, three axle, Euclid or semi.

The classifications of Greasers, Truck Tiremen, Truck Mechanic, and Truck mechanic-helpers refer to hauling subcontractors.

In the event that the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers and the International Union of Operating Engineers shall reach an agreement on the International level, which agreement awards any or all of the following work classifications to the Teamsters Union, then the designation set forth below shall be followed:

Group 1: Rubber-tired tractors (towing or pushing flatbody vehicles), Form Truck.
Group 2: "A" Frame Operator, Front-end Loader, and Fork Lift when used as a hauling vehicle.
Group 3: Boom Truck.

The Employer recognizes the jurisdiction of the Union with respect to parts chasing and when the services of a Parts Chaser are required, such work shall be assigned to an employee of the Teamster craft. In the jurisdiction of Local 294 which shall not be changed during the life of this Agreement, parts chasing shall be assigned to the Steward.

Hazardous Waste: When an employee covered by this agreement performs hazardous waste removal work on a State and/or Federally designated waste site, and where relevant State and/or Federal regulations require employees to be furnished, and those employees use or wear the equivalent of Level C or above forms of personal protection, then in such case an employee shall receive $1.00 per hour over the applicable Group rate.

SINGLE IRREGULAR WORK SHIFT: A single irregular work shift can start any time from 5:00 pm to 1:00 am. All employees who work a single irregular work shift on governmental mandated night work shall be paid an additional $1.50 per hour. A single irregular work shift will be effective for work bid on or after January 1, 2001. It is understood and agreed that if the single irregular work shift language is not included in the NYS Department of Labor prevailing wage rate schedules, the premium is waived.