

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").

(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.

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

Covered Group of Employees (Define) Drivers and Warehouse

Table with columns: Rates of Contribution (Hourly, Weekly), CONTRACT TYPE (UPS, FREIGHT, CONSTRUCTION, MUNICIPAL, OTHER), and REHABILITATION SCHEDULE (Default, A, B, C, D, E).

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.

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 10/15/2014 and expire on 10/15/2016. 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 10/15/2014

Expiration date of collective bargaining agreement 10/15/2016

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# 264 EMPLOYER: James Desiderio, Inc.

ADDRESS: 35 Tyrol Drive ADDRESS: 550 Bailey Avenue
Cheektowaga, NY 14227 Buffalo, NY 14206

Redacted by the U.S. Department of the Treasury

SIGNATURE: _____

PRINT NAME: Robert C. Bonilla PRINT NAME: Edward F. Gibbons

PRINT TITLE: Business Representative PRINT TITLE: Chief Financial Officer

DATE: 12-3-2014 DATE: 12/5/14

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

SIGNATURE: _____ DATE: 12/11/14
EXECUTIVE _____

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) Management & Clerical Staff (excludes Officers, Shareholders, Managers & Family Members)

<i>Rates of Contribution:</i>	<u>Hourly</u>	<u>Weekly</u>	<u>CONTRACT TYPE:</u>		<u>REHABILITATION SCHEDULE (attached)</u>	
Effective <u>10/15/2014</u>	<u>\$2.3340</u>	<u>\$93.36</u>	<input type="checkbox"/>	UPS	<input type="checkbox"/>	Default
Effective <u>10/15/2015</u>	<u>\$2.5266</u>	<u>\$101.06</u>	<input type="checkbox"/>	FREIGHT – National	<input type="checkbox"/>	Schedule A
Effective _____	_____	_____	<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 checked="" 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.

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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

8816

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 10/15/2014 and expire on 10/15/2016. 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 10/15/2014

Expiration date of collective bargaining agreement 10/15/2016

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.

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

LOCAL UNION# 264 EMPLOYER: James Desiderio, Inc.

ADDRESS: 35 Tyrol Drive ADDRESS: 550 Bailey Avenue
Cheektowaga, NY 14227 Buffalo, NY 14206

Redacted by the U.S. Department of the Treasury

SIGNATURE: [Redacted]

PRINT NAME: Robert C. Bonilla

PRINT NAME: Edward F. Gibbons

PRINT TITLE: Business Representative

PRINT TITLE: Chief Financial Officer

DATE: 12/3/2014

DATE: _____

Redacted by the U.S. Department of the Treasury

NEW YORK STATE T... PENSION AND RETIREMENT FUND
151 NORTHERN CON... 13212
MAILING ADDRESS: ... USE, NEW YORK 13221-4928

SIGNATURE: [Redacted] EXECUTIVE

DATE: 12/2/14

#5265 James H. Maloy, Inc.

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.

	<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:		60 Month DB (\$.05 if elected)	Total	Weekly
		Yes	No	Hourly	Hourly	Hourly	Hourly	
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

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(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.~~ *in accordance with the agreed upon CBA*

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

Covered Group of Employees (Define) Truck Drivers, Helpers and Mechanics

<i>Rates of Contribution:</i>	<u>Hourly</u>	<u>Weekly</u>	<u>CONTRACT TYPE:</u>		<u>REHABILITATION SCHEDULE (attached)</u>	
Effective <u>12/1/2015</u>	<u>3.4499</u>	<u>\$138.00</u>	<input type="checkbox"/>	UPS	<input checked="" type="checkbox"/>	Default
Effective <u>12/1/2016</u>	<u>3.6569</u>	<u>\$146.28</u>	<input type="checkbox"/>	FREIGHT - National	<input type="checkbox"/>	Schedule A
Effective <u>12/1/2017</u>	<u>3.8783</u>	<u>\$155.05</u>	<input type="checkbox"/>	FREIGHT - Area	<input type="checkbox"/>	Schedule B
Effective <u>12/1/2018</u>	<u>4.1088</u>	<u>\$164.36</u>	<input type="checkbox"/>	CONSTRUCTION	<input type="checkbox"/>	Schedule C
Effective _____	_____	_____	<input checked="" type="checkbox"/>	MUNICIPAL	<input type="checkbox"/>	Schedule D
Effective _____	_____	_____	<input 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.

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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 1/1/2015 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 1/1/2015

Expiration date of collective bargaining agreement 12/31/2018

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.

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

LOCAL UNION# 264 EMPLOYER: City of Jamestown BPU

ADDRESS: 35 Tyrol Drive ADDRESS: PO Box 700
Cheektowaga, NY 14227 Jamestown, NY 14701

Redacted by the U.S. Department of the Treasury

SIGNATURE: _____

PRINT NAME: Ronald Lucas PRINT NAME: DAVID L. LEATHERS

PRINT TITLE: Business Agent PRINT TITLE: GENERAL MANAGER

DATE: _____ DATE: 12-30-14

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

SIGNATURE: _____ DATE: 1/7/15
EXECUTIVE ADMINISTRATOR

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PARTICIPATION AGREEMENT

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

Covered Group of Employees (Define) Warehousemen and Drivers

<i>Rates of Contribution:</i>	<u>Hourly</u>	<u>Weekly</u>	<u>CONTRACT TYPE:</u>		<u>REHABILITATION SCHEDULE (attached)</u>	
Effective <u>11/1/2014</u>	<u>\$2.7690</u>	<u>\$110.76</u>	<input type="checkbox"/>	UPS	<input type="checkbox"/>	Default
Effective <u>11/1/2015</u>	<u>\$2.9490</u>	<u>\$117.96</u>	<input type="checkbox"/>	FREIGHT - National	<input type="checkbox"/>	Schedule A
Effective <u>11/1/2016</u>	<u>\$3.1407</u>	<u>\$125.628</u>	<input type="checkbox"/>	FREIGHT - Area	<input checked="" 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 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 11/1/2014 and expire on 10/31/2017. 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 11/1/2014

Expiration date of collective bargaining agreement 10/31/2017

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# 264 EMPLOYER: JH Wattles

ADDRESS: 35 Tyrol Drive ADDRESS: 92 Niagara Frontier Food Terminal
Cheektowaga, NY 14227 Buffalo, NY 14206

Redacted by the U.S. Department of the Treasury

SIGNATURE:

PRINT NAME: Robert C. Bonilla

PRINT NAME: R. Bradley Jacobs

PRINT TITLE: Business Agent

PRINT TITLE: General Manager

DATE: 7/24/2015

DATE: 7/29/15

NEW YORK STATE PENSION AND RETIREMENT FUND
151 NORTHERN
MAILING ADDRESS

Redacted by the U.S. Department of the Treasury

ENSION AND RETIREMENT FUND
212
E, NEW YORK 13221-4928

SIGNATURE: _____
EX

DATE: 8/6/15

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, 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) Joey's Brokerage/ Regular/Sales

Rehabilitation Schedule	60 Month Death Benefit		Rates of Contribution:		60 Month DB (\$0.05 if elected)	Total	
	Yes	No	Hourly	Weekly		Hourly	Weekly
Default <input checked="" type="checkbox"/>	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	Effective 4/1/15	\$1.62		\$1.62	\$86.40
Schedule A <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	Effective 4/1/16	\$1.72		\$1.72	\$90.00
Schedule B <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	Effective 4/1/17	\$1.62		\$1.62	\$72.00
Schedule C <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	Effective				
Schedule D <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	Effective				
Schedule E <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	Effective				
Schedule G <input type="checkbox"/>	Yes <input type="checkbox"/>	No <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 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. 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 4/1/15 and continue until expiration of the collective bargaining agreement on 3/31/18 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: 4/1/15

Expiration date of collective bargaining agreement: 3/31/18

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. 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# 317 EMPLOYER: Joey's Brokerage/ Regular Sale

ADDRESS: 566 Spencer Street ADDRESS: 2100 Park Street
Syracuse, NY 13204 Syracuse, NY 13208

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

PRINT NAME: Scott Farley PRINT NAME: Donald C Cork

PRINT TITLE: Business Agent PRINT TITLE: Pres

DATE: 2/6/15 DATE: 2/20/15

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

SIGNATURE: Redacted by the U.S. Department of the Treasury DATE: 2/20/15
EXECUTIVE DIRECTOR

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.

OK Union

(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) Jointa Galusha, LLC - Drivers #7844

Rehabilitation Schedule	60 Month Death Benefit		Rates of Contribution:		60 Month DB (\$.05 if elected)	Total Hourly	Weekly
	Yes	No	Effective	Hourly			
Default <input checked="" type="checkbox"/>	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	Effective <u>08/01/2016</u> <i>3/1/16</i>	<u>1.39</u> <i>56</i>		<u>1.39</u> <i>56</i>	<u>175.60</u>
Schedule A <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	Effective <u>08/01/2016</u> <i>10/1/16</i>	<u>4.50</u>		<u>4.50</u>	<u>185.80</u>
Schedule B <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	Effective <u>09/01/2017</u> <i>1-1/1/17</i>	<u>2.97</u>		<u>2.97</u>	<u>158.80</u>
Schedule C <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	Effective _____	_____	_____	_____	_____
Schedule D <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	Effective _____	_____	_____	_____	_____
Schedule E <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	Effective _____	_____	_____	_____	_____
Schedule G <input type="checkbox"/>	Yes <input type="checkbox"/>	No <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.

*Affirm employees Beans
A Union Member*

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

TRAVEL 2014

(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.~~ *SK*

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.~~ *SK*

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.~~ *SK*

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 02/01/2016 and continue until expiration of the collective bargaining agreement on 09/28/2018 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: 02/01/2016

Expiration date of collective bargaining agreement: 09/28/2018

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. 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 EMPLOYER: Jointa Galusha, LLC

ADDRESS: 800 Third Street / Labor Temple
Albany, NY 12206-1633

ADDRESS: 269 Ballard Road
Wallon, NY 12831

Redacted by the U.S. Department of the Treasury

SIGNATURE: _____

SIGNATURE: _____

PRINT NAME: Chuck Greenfield

PRINT NAME: Stephen Griffen

PRINT TITLE: Business Agent

PRINT TITLE: Vice President

DATE: 3/29/16

DATE: 3/3/16

NEW YORK STATE TE
151 NORTHERN CONC
MAILING ADDRESS:

Redacted by the U.S. Department of the Treasury

ENSION AND RETIREMENT FUND
212
SE, NEW YORK 13221-4928

SIGNATURE: _____
EXECUTIVE

DATE: 4/8/16

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) Ones Motor Company Inc.

Rehabilitation Schedule	60 Month Death-Benefit		Rates of Contribution:		60 Month DB (\$0.05 if elected)	Total Hourly	Weekly
	Yes	No	Effective	Hourly			
Default <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Effective <u>08/01/2013</u>	<u>12.9090</u>		<u>12.9090</u>	<u>\$00.36</u>
Schedule A <input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Effective <u>08/01/2014</u>	<u>13.5410</u>		<u>13.5410</u>	<u>\$41.64</u>
Schedule B <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Effective <u>08/01/2015</u>	<u>14.6881</u>		<u>14.6881</u>	<u>\$86.32</u>
Schedule C <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Effective _____	_____		_____	_____
Schedule D <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Effective _____	_____		_____	_____
Schedule E <input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Effective _____	_____		_____	_____
Schedule G <input type="checkbox"/>	<input type="checkbox"/>	<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 08/01/2013 and expire on 07/31/2016. 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 _____

Expiration date of collective bargaining agreement _____

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# 693 EMPLOYER: Jones Motor Company Inc.

ADDRESS: 41 Howard Avenue ADDRESS: PO Box 137
Binghamton, NY 13904 Spring City, PA 19475

Redacted by the U.S. Department of the Treasury

SIGNATURE

PRINT NAME: Bob Firmstone
PRINT TITLE: Secretary-Treasurer/BA
DATE: 2/21/14

PRINT NAME: Ken Lacey
PRINT TITLE: Senior Vice President of Operations
DATE: 2/27/14

Redacted by the U.S. Department of the Treasury

NEW YORK STATE ANCE PENSION AND RETIREMENT FUND
151 NORTHERN CO NY 13212
MAILING ADDRESS ACUSE, NEW YORK 13221-4928

SIGNATURE: _____ DATE: 3/19/14
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, 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) Joseph A Cimino Food Brokers Clerical

Rehabilitation Schedule	60 Month Death Benefit	Rates of Contribution:		60 Month DB (\$.05 if elected)	Total	
		Effective	Hourly		Hourly	Weekly
Default <input checked="" type="checkbox"/>	Yes <input type="checkbox"/>	Effective <u>4/1/15</u>	<u>\$1.27</u>		<u>\$1.27</u>	<u>\$65.50</u>
Schedule A <input type="checkbox"/>	No <input checked="" type="checkbox"/>	Effective <u>4/1/16</u>	<u>\$1.35</u>		<u>\$1.35</u>	<u>\$69.00</u>
Schedule B <input type="checkbox"/>		Effective <u>4/1/17</u>	<u>\$1.43</u>		<u>\$1.43</u>	<u>\$72.20</u>
Schedule C <input type="checkbox"/>		Effective _____	_____		_____	_____
Schedule D <input type="checkbox"/>		Effective _____	_____		_____	_____
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 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. 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 4/1/15 and continue until expiration of the collective bargaining agreement on 3/31/18 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