

Acura parts department: hourly wage rate plus .65% of department gross profit.

Overtime will be paid on a per hour basis as outlined in contract. The Company may provide a bonus program where applicable in any or all parts departments.

ARTICLE XIX. LIFE AND HEALTH INSURANCE

1. The Employer shall make available health insurance coverage for full-time employees covered by this Agreement and their dependents on the same terms and conditions as it does for non-contract employee groups within the Company. Should any improvements in the current policies be offered to other non-contract employee groups within the company, the improvements will be provided to the employees covered by the Agreement on the same terms and conditions. The Employer has the unilateral right, in its discretion for cost or other reasons, to substitute another health insurance program, programs, carrier or carriers and/or to change any terms and conditions of the health insurance coverage/benefits/costs including, but not limited to, deductibles and employee co-pays, including premium co-pays by employees, provided any such substitutions or changes are done on the same basis for employees covered by this Agreement and their dependents as for non-contract employee groups within the Company. The issue of health insurance shall not be subject to bargaining or a request for bargaining by the Union for the term of this contract. The Employer shall be under no duty to furnish information regarding health insurance to the Union to any greater extent than an individual employee is entitled to as a beneficiary. No issue of health insurance shall be subject to the grievance and arbitration procedure.

The Employer will make available to all eligible unit employees a "Section 125 Cafeteria Plan", to allow Union employees to make pre-tax contributions for eligible group health or HMO premiums.

2. The Employer shall provide the Accident and Sickness Disability Plan through Automotive Industries Welfare Fund for the term of the contract. The Employer's contribution shall not exceed Twenty Dollars (\$20.00) per month for the term of the contract. If the rate exceeds \$20.00, the employee will be responsible for the difference by payroll deduction.

ARTICLE XX. PENSION

1. The Employer shall pay a monthly premium in the following amounts on behalf of each eligible employee to the Automotive Industries Pension Trust Fund:

<u>Effective:</u>	<u>12/19/2012</u>
Service Technicians:	
0-4 ASE	\$155.00
5-6 ASE	\$225.00
7-8 ASE	\$325.00
8 ASE & Smog	\$385.00
Parts people	\$325.00
Installers, Lubricators and	
Parts Stockroom Technicians	\$162.50

2. The Employer further agrees to sign the Pension Subscriber Agreement which is attached to and incorporated by reference thereto.

The foregoing payments shall be transmitted to the Automotive Industries Pension Trust Fund office by the Employer in the manner and as directed by the Board of Trustees of the Automotive Industries Pension Trust Fund.

3. Effective December 19, 2012, Bargaining Unit Employees will be frozen at their current monthly pension plan level regardless of advancement in pay level.

4. The parties acknowledge that the Automotive Industries Pension Plan is seriously underfunded, and will become subject to a Rehabilitation Plan to be determined by the Trustees. In the event that the Trustees determine, at any time during the life of this Agreement, to charge the Employer any assessments, surcharges or other fees, either arising from the Rehabilitation Plan or mandated by statute or other governmental action, above and beyond the monthly contributions set forth in this Agreement, the parties agree that the Employer shall be entitled to recover 50% of such assessments, surcharges or other fees by way of payroll deduction. These assessments, surcharges or other fees shall be collected on the first pay period of each month. The amount collected from the Employee will be the full amount of such assessments, surcharges or other fees based on the Employer's contribution level for that employee.

5. It is agreed between the parties that the Employer has the right, at its sole discretion, to withdraw from and to cease contributions to the Automotive Industries Pension Plan at any time during the term of this Agreement. Before exercising this right, the Employer will provide the Union with a minimum of 30 days' notice of its decision.

It is understood that, if the Employer goes forward with withdrawal from the Pension Plan, all unit employees will be placed in the Employer's existing 401(k) plan under the same terms as non-bargaining unit employees.

ARTICLE XXI. MACHINISTS 401k PLAN

The Employer agrees that, upon written authorization from each of his or its employees, to deduct from said employee's total compensation the amounts authorized pursuant to said written agreement and to transmit same as "employer contributions" to the California Machinists 401k Trust for the purpose of providing 401k benefits to the eligible employee.

The Employer further agrees that said contributions, upon deduction, shall be made no later than the fifteenth (15th) day of the month following the completion of the work month in which such contributions have been authorized.

The Employer further agrees that he or it agrees to be bound to the Trust Agreement establishing the California Machinists 401k Trust and to accept and be bound to said Trust document as it presently exists or may hereinafter be amended or modified by the Trustees of said Trust Fund.

AUTOMOTIVE INDUSTRIES PENSION FUND

1640 SOUTH LOOP ROAD • ALAMEDA, CALIFORNIA 94502 • TELEPHONE (510) 836-2484 or (800) 635-3105

POST OFFICE BOX 23120 • OAKLAND, CALIFORNIA 94623-0120

www.altrustfunds.org

May 8, 2012

PENSION SUBSCRIBER AGREEMENT

RECEIVED

MAY 23 2016

ATPA

Firm Name PLEASANTON AUTO MALL (Covering: Acura, Infiniti & Lexus of Pleasanton)

Address 4345 Rosewood Drive

City Pleasanton State CA Zip Code 94588 Telephone No. (925) 463-4700

Monthly Contribution Rate in Collective Bargaining Agreement

Defined Benefit Plan \$ 162.50 Effective: APRIL 1, 20 16

IARP Plan \$ Effective: 20

**INSTALLERS/LUBRICATORS/PARTS STOCKROOM TECHS

WHEREAS, the undersigned Employer previously has entered into a collective bargaining agreement with the undersigned Union providing for, amongst other things, a pension agreement, whereby the undersigned Employer agreed to make certain Employer contributions into a Trust Fund for the purpose of providing pension benefits for covered employees, and

WHEREAS, it is the desire of the undersigned Employer to make such Employer contributions into the Automotive Industries Pension Trust Fund ("Fund") and become a party to its Pension Trust Agreement, now therefore it is agreed as follows:

A. Contributions Required. The undersigned Employer agrees to be bound by all of the terms, conditions and provisions of the said Pension Trust Agreement, and to pay to the Fund all sums of money required to be paid as Employer pension contributions either (1) under the terms of the collective bargaining agreement between the undersigned Employer and the undersigned Union, or (2) under the provisions of the federal labor law.

B. Employees Covered. The following persons are covered by this Agreement: Each person who is employed at any time during the month, while not on a leave of absence without pay, who is either (1) working under a bargaining agreement between the Employer and a participating union, or (2) working in a situation in which contributions are required to be made on his behalf under federal labor law.

NOTE: Any covered employee who is also a shareholder of the Employer may participate in the Fund only if the Fund receives (1) an attorney certification letter in the form required by the Fund, and (2) a stockholder/employee waiver document in the form required by the Fund.

C. Amount of Payment. The undersigned agree that participation in the Fund shall require monthly Employer payments at the rates stated herein for all employees covered under paragraph B, unless excepted under paragraph D.

D. Payment Procedures.

(1) **Covered Employees.** The undersigned Employer agrees to make payments as set forth in this Agreement and any subsequent revisions hereof for all covered employees for all periods of time during which a collective bargaining agreement requiring payments to the Fund is in effect. Whenever applicable labor law requires continued payments to the Fund after expiration of the collective bargaining agreement, the undersigned Employer agrees that such payments shall be made in accordance with this Agreement and the Fund's rules and regulations from time to time in effect. Employer agrees that this obligation may be enforced by the Fund under this Agreement as a matter of contract law.

(2) **Payment Due Date.** Monthly payments are due from the Employer on the first day of the month to the Fund at address indicated on Employer Remittance Form, on all employees covered under paragraph B employed by the Employer at any time during the month prior thereto, except as provided in subparagraphs (3) and (4).

NOTE: No contribution shall be required for newly hired employees who are terminated in less than eleven (11) working days.

(3) **New Hires.** For new employees the first payment is due on the first day of the second month following the date of hire.

(4) **Terminations.** For employees who are no longer actively employed by the Employer, the last payment is due on the first day of the month following the last date of active employment. Employees on vacation or holidays after the

termination of active employment shall not be deemed to continue to be actively employed by the Employer for the purpose of determining employer payments due.

- (5) **Rehired Disabled Employees.** For disabled employees who return to active employment, with the same Employer they were employed with when disability commenced, contributions are due the first of the month following the date they returned to work.

E. Liability for Nonpayment. Contributions are due on the first (1st) of the month and considered delinquent if not postmarked on or before the twentieth (20th) of the month during the month billed. For this purpose, contributions due include any supplemental contributions due under paragraph G, below. Failure to report timely will result in assessment of liquidated damages and interest in accordance with the Trust Agreement. If the Employer fails to make the contributions required by this Agreement, the Employer shall be personally responsible to the union and employees herein covered for the benefits which would have been provided by such coverage and to pay for all court costs, attorneys' fees, and other legal expenses that may be required to effect collection. The Employer shall likewise be subject to any grievance procedure in the current collective bargaining agreement requiring contributions to the Fund.

F. Plan Documents.

- (1) **Trust Agreement.** The undersigned Employer understands that the Fund's Trust Agreement was entered into effective September 1, 1955. That Trust Agreement provides that an Employer may become a party to the Trust Agreement by executing a document in writing agreeing to become a party to and be bound by the provisions of that Trust Agreement. The undersigned Employer, by executing this document, hereby agrees to become a party employer to that Trust Agreement, to be bound by all the terms, conditions and provisions thereof and to make payments herein provided to the Fund. The undersigned Employer approves and consents to the appointment of the Trustees of said Trust Agreement heretofore appointed and hereafter selected as provided in said Trust Agreement.
- (2) **Plan.** The undersigned Employer agrees to be bound by and accept the Plan's eligibility rules and Plan benefits from time to time in effect.
- (3) **Rules and Regulations.** The undersigned Employer agrees to be bound by the rules and regulations from time to time adopted by the Fund applicable to Employers participating in the Fund, including those that provide for interest and liquidated damages on delinquent contributions, and for attorneys fees, court costs and other legal expenses that may be required to effect collection of Employer contributions.

G. Rehabilitation Plan. The Employer agrees to comply with the Rehabilitation Plan of the Automotive Industries Pension Plan (AIPP), effective 3/28/2008, pertaining to collective bargaining agreements renewed after 4/27/2008 in its entirety, including the payment of required supplemental contributions.

For Example: Suppose an employer's contribution rate to the AIPP is \$100 per month for the life of a collective bargaining agreement expiring after 2014. The employer is obligated to pay effective 1/1/2013 supplemental contributions equal to 5%. Each year, the rate would increase 5% over the total effective rate of that previous year. In accordance with the 3/28/2008 Rehabilitation Plan, the total contribution rates to the AIPP would be as follows:

- (1) Effective 1/1/2013, an amount of \$105.00
- (2) Effective 1/1/2014, an amount of \$110.25
- (3) Each year thereafter, the contribution rate to the AIPP will increase 5% over the previous year's rate until the earlier of the expiration of the collective bargaining agreement or 12/31/2018. At contract commencement or renewal before 12/31/2018, the then-current Rehabilitation Plan of the AIPP would apply.

H. Hold Harmless. Neither the Fund, its Trustees, nor any of their agents or representatives have warranted that the participation of shareholders/employees is legally permissible under the Taft-Hartley Act. The Employer hereby waives any right to sue the Fund, its Trustees, or their agents or representatives for any damages if the participation of all shareholders/employees is not permitted under any law, and agrees to hold the Fund harmless against any such suits filed by its employees or former employees.

I. Successors. If the Employer's collective bargaining agreement or federal labor law obligations are binding on the Employer's heirs, successor or assigns, then this Agreement shall also be binding on those heirs, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 26 day of April, 2016.

Employer: PLEASANTON AUTO MALL MACHINISTS AUTOMOTIVE TRADES DISTRICT
Union: LODGE NO. 190 OF NORTHERN CALIFORNIA

Authorized by (Print Name) KIRK HEPPLER (Print Name) PATRICK WOODWARD
(Signature) Redacted by the U.S. Department of the Treasury (Signature) Redacted by the U.S. Department of the Treasury

ACCEPTANCE: The duly appointed and acting Trustees of the said Trust Agreement accept the above agreement.

(Forward one signed agreement to the Trustees for consideration. If accepted, photocopies of the agreement will be sent to the parties.)

AUTOMOTIVE INDUSTRIES PENSION FUND

1640 SOUTH LOOP ROAD • ALAMEDA, CALIFORNIA 94502 • TELEPHONE (510) 836-2484 or (800) 635-3105
POST OFFICE BOX 23120 • OAKLAND, CALIFORNIA 94623-0120
www.aitrustfunds.org May 8, 2012

RECEIVED

MAY 23 2016

ATPA

PENSION SUBSCRIBER AGREEMENT

Firm Name PLEASANTON AUTO MALL (Covering: Acura, Infiniti & Lexus of Pleasanton)

Address 4345 Rosewood Drive

City Pleasanton State CA Zip Code 94588 Telephone No. (925) 463-4700

Monthly Contribution Rate in Collective Bargaining Agreement

Defined Benefit Plan	\$ <u>155.00</u>	Effective: <u>APRIL 1,</u> <u>2016</u>
IARP Plan	\$ <u> </u>	Effective: <u> </u> <u>20</u>

****0-4 ASE**

WHEREAS, the undersigned Employer previously has entered into a collective bargaining agreement with the undersigned Union providing for, amongst other things, a pension agreement, whereby the undersigned Employer agreed to make certain Employer contributions into a Trust Fund for the purpose of providing pension benefits for covered employees, and

WHEREAS, it is the desire of the undersigned Employer to make such Employer contributions into the Automotive Industries Pension Trust Fund ("Fund") and become a party to its Pension Trust Agreement, now therefore it is agreed as follows:

A. Contributions Required. The undersigned Employer agrees to be bound by all of the terms, conditions and provisions of the said Pension Trust Agreement, and to pay to the Fund all sums of money required to be paid as Employer pension contributions either (1) under the terms of the collective bargaining agreement between the undersigned Employer and the undersigned Union, or (2) under the provisions of the federal labor law.

B. Employees Covered. The following persons are covered by this Agreement: Each person who is employed at any time during the month, while not on a leave of absence without pay, who is either (1) working under a bargaining agreement between the Employer and a participating union, or (2) working in a situation in which contributions are required to be made on his behalf under federal labor law.

NOTE: Any covered employee who is also a shareholder of the Employer may participate in the Fund only if the Fund receives (1) an attorney certification letter in the form required by the Fund, and (2) a stockholder/employee waiver document in the form required by the Fund.

C. Amount of Payment. The undersigned agree that participation in the Fund shall require monthly Employer payments at the rates stated herein for all employees covered under paragraph B, unless excepted under paragraph D.

D. Payment Procedures.

(1) **Covered Employees.** The undersigned Employer agrees to make payments as set forth in this Agreement and any subsequent revisions hereof for all covered employees for all periods of time during which a collective bargaining agreement requiring payments to the Fund is in effect. Whenever applicable labor law requires continued payments to the Fund after expiration of the collective bargaining agreement, the undersigned Employer agrees that such payments shall be made in accordance with this Agreement and the Fund's rules and regulations from time to time in effect. Employer agrees that this obligation may be enforced by the Fund under this Agreement as a matter of contract law.

(2) **Payment Due Date.** Monthly payments are due from the Employer on the first day of the month to the Fund at address indicated on Employer Remittance Form, on all employees covered under paragraph B employed by the Employer at any time during the month prior thereto, except as provided in subparagraphs (3) and (4).

NOTE: No contribution shall be required for newly hired employees who are terminated in less than eleven (11) working days.

(3) **New Hires.** For new employees the first payment is due on the first day of the second month following the date of hire.

(4) **Terminations.** For employees who are no longer actively employed by the Employer, the last payment is due on the first day of the month following the last date of active employment. Employees on vacation or holidays after the

termination of active employment shall not be deemed to continue to be actively employed by the Employer for the purpose of determining employer payments due.

- (5) **Rehired Disabled Employees.** For disabled employees who return to active employment, with the same Employer they were employed with when disability commenced, contributions are due the first of the month following the date they returned to work.

E. Liability for Nonpayment. Contributions are due on the first (1st) of the month and considered delinquent if not postmarked on or before the twentieth (20th) of the month during the month billed. For this purpose, contributions due include any supplemental contributions due under paragraph G, below. Failure to report timely will result in assessment of liquidated damages and interest in accordance with the Trust Agreement. If the Employer fails to make the contributions required by this Agreement, the Employer shall be personally responsible to the union and employees herein covered for the benefits which would have been provided by such coverage and to pay for all court costs, attorneys' fees, and other legal expenses that may be required to effect collection. The Employer shall likewise be subject to any grievance procedure in the current collective bargaining agreement requiring contributions to the Fund.

F. Plan Documents.

- (1) **Trust Agreement.** The undersigned Employer understands that the Fund's Trust Agreement was entered into effective September 1, 1955. That Trust Agreement provides that an Employer may become a party to the Trust Agreement by executing a document in writing agreeing to become a party to and be bound by the provisions of that Trust Agreement. The undersigned Employer, by executing this document, hereby agrees to become a party employer to that Trust Agreement, to be bound by all the terms, conditions and provisions thereof and to make payments herein provided to the Fund. The undersigned Employer approves and consents to the appointment of the Trustees of said Trust Agreement heretofore appointed and hereafter selected as provided in said Trust Agreement.
- (2) **Plan.** The undersigned Employer agrees to be bound by and accept the Plan's eligibility rules and Plan benefits from time to time in effect.
- (3) **Rules and Regulations.** The undersigned Employer agrees to be bound by the rules and regulations from time to time adopted by the Fund applicable to Employers participating in the Fund, including those that provide for interest and liquidated damages on delinquent contributions, and for attorneys fees, court costs and other legal expenses that may be required to effect collection of Employer contributions.

G. Rehabilitation Plan. The Employer agrees to comply with the Rehabilitation Plan of the Automotive Industries Pension Plan (AIPP), effective 3/28/2008, pertaining to collective bargaining agreements renewed after 4/27/2008 in its entirety, including the payment of required supplemental contributions.

For Example: Suppose an employer's contribution rate to the AIPP is \$100 per month for the life of a collective bargaining agreement expiring after 2014. The employer is obligated to pay effective 1/1/2013 supplemental contributions equal to 5%. Each year, the rate would increase 5% over the total effective rate of that previous year. In accordance with the 3/28/2008 Rehabilitation Plan, the total contribution rates to the AIPP would be as follows:

- (1) Effective 1/1/2013, an amount of \$105.00
- (2) Effective 1/1/2014, an amount of \$110.25
- (3) Each year thereafter, the contribution rate to the AIPP will increase 5% over the previous year's rate until the earlier of the expiration of the collective bargaining agreement or 12/31/2018. At contract commencement or renewal before 12/31/2018, the then-current Rehabilitation Plan of the AIPP would apply.

H. Hold Harmless. Neither the Fund, its Trustees, nor any of their agents or representatives have warranted that the participation of shareholders/employees is legally permissible under the Taft-Hartley Act. The Employer hereby waives any right to sue the Fund, its Trustees, or their agents or representatives for any damages if the participation of all shareholders/employees is not permitted under any law, and agrees to hold the Fund harmless against any such suits filed by its employees or former employees.

I. Successors. If the Employer's collective bargaining agreement or federal labor law obligations are binding on the Employer's heirs, successor or assigns, then this Agreement shall also be binding on those heirs, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 26 day of April, 2016.

Employer: PLEASANTON AUTO MALL

MACHINISTS AUTOMOTIVE TRADES DISTRICT
Union: LODGE NO. 190 OF NORTHERN CALIFORNIA

Authorized by (Print Name) KIRK HEPPLER

(Print Name) PATRICK WOODWARD

(Signature) Redacted by the U.S. Department of the Treasury

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ACCEPTANCE: The duly appointed and acting Trustees of the said Trust Agreement accept the above agreement.

AUTOMOTIVE INDUSTRIES PENSION FUND

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PENSION SUBSCRIBER AGREEMENT

Firm Name PLEASANTON AUTO MALL (Covering: Acura, Infiniti & Lexus of Pleasanton)

Address 4345 Rosewood Drive

City Pleasanton State CA Zip Code 94588 Telephone No. (925) 463-4700

Monthly Contribution Rate in Collective Bargaining Agreement

Defined Benefit Plan \$ 225.00 Effective: APRIL 1, 2016

IARP Plan \$ Effective: 20

**5-6 ASE

WHEREAS, the undersigned Employer previously has entered into a collective bargaining agreement with the undersigned Union providing for, amongst other things, a pension agreement, whereby the undersigned Employer agreed to make certain Employer contributions into a Trust Fund for the purpose of providing pension benefits for covered employees, and

WHEREAS, it is the desire of the undersigned Employer to make such Employer contributions into the Automotive Industries Pension Trust Fund ("Fund") and become a party to its Pension Trust Agreement, now therefore it is agreed as follows:

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NOTE: Any covered employee who is also a shareholder of the Employer may participate in the Fund only if the Fund receives (1) an attorney certification letter in the form required by the Fund, and (2) a stockholder/employee waiver document in the form required by the Fund.

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For Example: Suppose an employer's contribution rate to the AIPP is \$100 per month for the life of a collective bargaining agreement expiring after 2014. The employer is obligated to pay effective 1/1/2013 supplemental contributions equal to 5%. Each year, the rate would increase 5% over the total effective rate of that previous year. In accordance with the 3/28/2008 Rehabilitation Plan, the total contribution rates to the AIPP would be as follows:

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Employer: PLEASANTON AUTO MALL

MACHINISTS AUTOMOTIVE TRADES DISTRICT
Union: LODGE NO. 190 OF NORTHERN CALIFORNIA

Authorized by (Print Name) KIRK HEPPLER

(Print Name) PATRICK WOODWARD

(Signature) Redacted by the U.S. Department of the Treasury

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ACCEPTANCE: The duly appointed and acting Trustees of the said Trust Agreement accept the above agreement.

(Forward one signed agreement to the Trustees for consideration. If accepted, photocopies of the agreement will be sent to the parties.)

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PENSION SUBSCRIBER AGREEMENT

Firm Name PLEASANTON AUTO MALL (Covering: Acura, Infiniti & Lexus of Pleasanton)

Address 4345 Rosewood Drive

City Pleasanton State CA Zip Code 94588 Telephone No. (925) 463-4700

Monthly Contribution Rate in Collective Bargaining Agreement

Defined Benefit Plan	\$ <u>325.00</u>	Effective: <u>APRIL 1,</u> <u>2016</u>
IARP Plan	\$ _____	Effective: _____ <u>20</u> _____

**7-8 ASE & PARTS

WHEREAS, the undersigned Employer previously has entered into a collective bargaining agreement with the undersigned Union providing for, amongst other things, a pension agreement, whereby the undersigned Employer agreed to make certain Employer contributions into a Trust Fund for the purpose of providing pension benefits for covered employees, and

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F. Plan Documents.

(1) **Trust Agreement.** The undersigned Employer understands that the Fund's Trust Agreement was entered into effective September 1, 1955. That Trust Agreement provides that an Employer may become a party to the Trust Agreement by executing a document in writing agreeing to become a party to and be bound by the provisions of that Trust Agreement. The undersigned Employer, by executing this document, hereby agrees to become a party employer to that Trust Agreement, to be bound by all the terms, conditions and provisions thereof and to make payments herein provided to the Fund. The undersigned Employer approves and consents to the appointment of the Trustees of said Trust Agreement heretofore appointed and hereafter selected as provided in said Trust Agreement.

(2) **Plan.** The undersigned Employer agrees to be bound by and accept the Plan's eligibility rules and Plan benefits from time to time in effect.

(3) **Rules and Regulations.** The undersigned Employer agrees to be bound by the rules and regulations from time to time adopted by the Fund applicable to Employers participating in the Fund, including those that provide for interest and liquidated damages on delinquent contributions, and for attorneys fees, court costs and other legal expenses that may be required to effect collection of Employer contributions.

G. Rehabilitation Plan. The Employer agrees to comply with the Rehabilitation Plan of the Automotive Industries Pension Plan (AIPP), effective 3/28/2008, pertaining to collective bargaining agreements renewed after 4/27/2008 in its entirety, including the payment of required supplemental contributions.

For Example: Suppose an employer's contribution rate to the AIPP is \$100 per month for the life of a collective bargaining agreement expiring after 2014. The employer is obligated to pay effective 1/1/2013 supplemental contributions equal to 5%. Each year, the rate would increase 5% over the total effective rate of that previous year. In accordance with the 3/28/2008 Rehabilitation Plan, the total contribution rates to the AIPP would be as follows:

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I. Successors. If the Employer's collective bargaining agreement or federal labor law obligations are binding on the Employer's heirs, successor or assigns, then this Agreement shall also be binding on those heirs, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 26 day of April, 2016.

Employer: PLEASANTON AUTO MALL Union: MACHINISTS AUTOMOTIVE TRADES DISTRICT LODGE NO. 190 OF NORTHERN CALIFORNIA

Authorized by (Print Name) KIRK HEBPLER (Print Name) PATRICK WOODWARD
(Signature) Redacted by the U.S. Department of the Treasury (Signature) Redacted by the U.S. Department of the Treasury

ACCEPTANCE: The duly appointed and acting Trustees of the said Trust Agreement accept the above agreement.

(Forward one signed agreement to the Trustees for consideration. If accepted, photocopies of the agreement will be sent to the parties.)

AUTOMOTIVE INDUSTRIES PENSION FUND

1640 SOUTH LOOP ROAD • ALAMEDA, CALIFORNIA 94502 • TELEPHONE (510) 836-2484 or (800) 635-3105

POST OFFICE BOX 23120 • OAKLAND, CALIFORNIA 94623-0120

www.aitrustfunds.org

May 8, 2012

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PENSION SUBSCRIBER AGREEMENT

MAY 23 2016

Firm Name PLEASANTON AUTO MALL (Covering: Acura, Infiniti & Lexus of Pleasanton)

ATPA

Address 4345 Rosewood Drive

City Pleasanton State CA Zip Code 94588 Telephone No. (925) 463-4700

Monthly Contribution Rate in Collective Bargaining Agreement

Defined Benefit Plan \$ 325.00 Effective: APRIL 1, 2016

IARP Plan \$ Effective: 20

**PARTS PEOPLE

WHEREAS, the undersigned Employer previously has entered into a collective bargaining agreement with the undersigned Union providing for, amongst other things, a pension agreement, whereby the undersigned Employer agreed to make certain Employer contributions into a Trust Fund for the purpose of providing pension benefits for covered employees, and

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MACHINISTS AUTOMOTIVE TRADES DISTRICT
Union: LODGE NO. 190 OF NORTHERN CALIFORNIA

Authorized by (Print Name) KIRK HEPPLER

(Print Name) PATRICK WOODWARD

(Signature) Redacted by the U.S. Department of the Treasury

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AUTOMOTIVE INDUSTRIES PENSION FUND

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May 8, 2012

RECEIVED

MAY 23 2016

PENSION SUBSCRIBER AGREEMENT

Firm Name PLEASANTON AUTO MALL (Covering: Acura, Honda & Lexus of Pleasanton)

Address 4345 Rosewood Drive

City Pleasanton State CA Zip Code 94588 Telephone No. (925) 463-4700

Monthly Contribution Rate in Collective Bargaining Agreement

Defined Benefit Plan	\$ <u>385.00</u>	Effective: <u>APRIL 1,</u> <u>2016</u>
IARP Plan	\$ <u> </u>	Effective: <u> </u> <u>20</u>

**8 ASE & SMOG

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MACHINISTS AUTOMOTIVE TRADES DISTRICT
Union: LODGE NO. 190 OF NORTHERN CALIFORNIA

Authorized by (Print Name) KIRK HEPPLER

(Print Name) PATRICK WOODWARD

(Signature) Redacted by the U.S. Department of the Treasury

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ACCEPTANCE ☒ The duly appointed and acting Trustees of the said Trust Agreement accept the above agreement.

(Forward one signed agreement to the Trustees for consideration. If accepted, photocopies of the agreement will be sent to the parties.)

ALAMEDA COUNTY INDUSTRIES

ALAMEDA COUNTY INDUSTRIES

Effective: July 1, 2010
Through: June 30, 2018

I N D E X

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APPENDIX A – JOB DESCRIPTION
APPENDIX B – ATTENDANCE POLICY

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APR 16 2012
ATPA

Joint Memorandum signed and executed by the joint parties thereto, dated July 1, 1956. The Employer agrees to sign the required Subscribers Agreements to the Trust which are incorporated into this Agreement by reference thereto.

23.4 If any regular employee under this agreement is granted a leave of absence without pay in excess of thirty (30) days, his name may be deemed to have been removed from the payroll of the Employer, and the Employer for the purposes of this insurance shall not be obligated to make payments on behalf of such employee into the Trust Fund during the period of such leave. The insurance may be continued for a maximum period of three (3) months provided the necessary premium for such insurance is paid by the employee.

SECTION 24. PENSION

24.1 By reference there is attached hereto and made a part hereof as a condition of this agreement, the Automotive Industries Pension Plan, covering members of affected Unions coming under the scope of this agreement and amendments hereto.

Effective July 1, 2010, the Employer agrees to pay to the Pension Trust Fund, the sum of Seven Hundred Sixteen Dollars and Fifty-Four Cents (\$716.54) per month. Any further increases in Pension contributions shall be made pursuant the cost of living adjustment contained in Section 20.

The Employer shall transmit said Pension premiums to the Joint Trust Fund on the first day of each month and in no event later than the 15th day of said month.

24.2 There is further attached hereto and made a part hereof, Employer Subscriber Agreement, Exhibit B, that simultaneously will be executed by all parties covered upon the execution of this collective bargaining agreement governing the Pension Program.

24.3 See I.A.M. National Pension Fund Standard Contract Language Attached (page 18)

SECTION 25. MACHINISTS 401(K) PLAN

25.1 The Employer agrees that upon written authorization from each of his or its Employees to deduct from said employee's total compensation the amounts authorized pursuant to said written agreement and to transmit same as "employer contributions" to The California Machinists 401 (k) Trust for the purpose of providing 401 (k) benefits to the eligible employee.

The Employer further agrees that said contributions, upon deduction, shall be made no later than the fifteenth (15th) day of the month following the completion of the work month in which such contributions have been authorized.

The Employer further agrees that he or it agrees to be bound to the Trust Agreement Establishing the California Machinists 401 (k) Trust and to accept and be bound to said trust document as

AUTOMOTIVE INDUSTRIES PENSION FUND

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POST OFFICE BOX 23120 • OAKLAND, CALIFORNIA 94623-0120
www.aitrustfunds.org

Firm Name ALAMEDA COUNTY INDUSTRIES

Address 610 Aladdin Avenue

City San Leandro State CA Zip Code 94577 Telephone No. (510) 357-7282

Monthly Contribution Rate in Collective Bargaining Agreement

\$ <u>716.54</u>	Effective: <u>JULY 1</u> <u>2010</u>
\$ _____	Effective: _____ <u>20</u>
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PENSION AGREEMENT

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(2) **Plan.** The undersigned Employer agrees to be bound by and accept the Plan's eligibility rules and Plan benefits from time to time in effect.

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G. Rehabilitation Plan. In accordance with the Funding Rehabilitation Plan effective 3/28/2008 pertaining to collective bargaining agreements renewed after 4/27/2008, the Employer agrees to comply with the Rehabilitation Plan of the Automotive Industries Pension Plan in effect on the effective date of this agreement in its entirety, including the required supplemental contributions.

For Example: Contributions to the Automotive Industries Pension Fund (AIPF) would be deducted from the monthly contribution per the following schedule: Suppose an employer's contribution rate is \$100 per month. It would be used to apply the first 12.5% annual increase; each year, the rate would increase 12.5% over the effective rate of that previous year. In accordance with the 3/28/2008 Rehabilitation Plan, the contribution rates to the AIPF would be as follows:

(1) Effective 1/1/2013, an amount of \$112.50

(2) Effective 1/1/2014, an amount of \$126.56

(3) Each year thereafter, the contribution rate to the AIPF will increase 12.5% over the previous year's rate until 2019.

H. Hold Harmless. Neither the Fund, its Trustees, nor any of their agents or representatives have warranted that the participation of shareholders/employees is legally permissible under the Taft-Hartley Act. The Employer hereby waives any right to sue the Fund, its Trustees, or their agents or representatives for any damages if the participation of all shareholders/employees is not permitted under any law, and agrees to hold the Fund harmless against any such suits filed by its employees or former employees.

I. Successors. If the Employer's collective bargaining agreement or federal labor law obligations are binding on the Employer's heirs, successor or assigns, then this Agreement shall also be binding on those heirs, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 22 day of February, 2012.

Employer: ALAMEDA COUNTY INDUSTRIES Union: MACHINISTS AUTOMOTIVE TRADES DISTRICT

Authorized by (Print Name) ROBERT MOLINARO (Print Name) ROBERT PINTOS

(Signature) Redacted by the U.S. Department of the Treasury

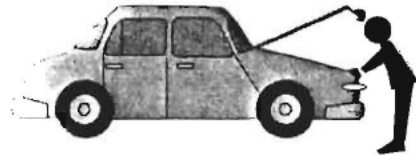
(Signature) Redacted by the U.S. Department of the Treasury

ACCEPTANCE: The duly appointed and acting Trustees of the said Trust Agreement accept the above agreement.

(Forward one signed agreement to the Trustees for consideration. If accepted, photocopies of the agreement will be sent to the parties.)

ALBANY FORD SUBARU

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ALBANY FORD SUBARU

COLLECTIVE BARGAINING AGREEMENT

July 1, 2012 - June 30, 2016

INTERNATIONAL ASSOCIATION OF MACHINISTS & AEROSPACE WORKERS, AFL-CIO
MACHINISTS AUTOMOTIVE TRADES DISTRICT NO. 190
EAST BAY AUTOMOTIVE MACHINISTS LODGE NO. 1546
Teamsters Local 853

11. Leaves of Absence: In the event leave of absence is granted by the Employer, insurance may be continued on such employees during such time as the employee is on leave of absence, provided, however, that such insurance shall not be continued in effect for an employee on leave of absence for a period in excess of three (3) calendar months or as established by the Family Leave Act.

ARTICLE XXIII. PENSION

1. The Employer shall pay a monthly premium in the following amount on behalf of each eligible employee, through the remainder of the contract, to the Automotive Industries Pension Trust Fund:

<u>Effective</u>	<u>Amount</u>
July 1, 2012	\$292.50

A. New Hires (after ratification date) shall be eligible for Pension contributions on the first of the month following the date of completion of their probationary period.

B. Employees classified as Installer, Stockroom Tech, and all Teamster classifications have a contribution amount of one-half (50%) of the maximum Pension as per Section 1 above.

<u>Effective</u>	<u>Amount</u>
July 1, 2012	\$146.25

2. The Employer further agrees to sign the Pension Subscriber Agreement which is attached to and incorporated herein by reference thereto.

3. The foregoing payments shall be transmitted to the Automotive Industries Pension Trust Fund office by the Employer in the manner and as directed by the Board of Trustees of the Automotive Industries Pension Trust Fund.

4. Trust Fund Ruling Affecting Plan: Should any Trust Fund Ruling be enacted by the Trust Fund during the life of this Agreement that may affect same, the parties hereto mutually agree to sit down to conference for the purpose of adjusting this plan to conform with such Trust Fund Ruling.

5. The Employer agrees to adopt the Rehabilitation Plan adopted by Board of Trustees of the Automotive Industries Pension Fund. Employees agree to have the following amounts deducted to cover the cost of the increased rehabilitation contribution:

	<u>Monthly</u>
September 1, 2014	
Journeyman	\$15.36
Installers	\$ 7.68
July 1, 2015	
Journeyman	\$31.48
Installers	\$15.74

January 1, 2016	
Journeyman	\$48.41
Installers	\$24.20

Any increases in the Rehabilitation Plan during the life of the Agreement shall be borne by the Employees.

ARTICLE XXIV. MACHINISTS 401k PLAN

The Employer agrees that, upon written authorization from each of his or its employees, to deduct from said employee's total compensation the amounts authorized pursuant to said written agreement and to transmit same as "employer contributions" to the California Machinists 401k Trust for the purpose of providing 401k benefits to the eligible employee.

The Employer further agrees that said contributions, upon deduction, shall be made no later than the fifteenth (15th) day of the month following the completion of the work month in which such contributions have been authorized.

The Employer further agrees that he or it agrees to be bound to the Trust Agreement establishing the California Machinists 401k Trust and to accept and be bound to said Trust document as it presently exists or may hereinafter be amended or modified by the Trustees of said Trust Fund.

The Employer further agrees to authorize the Employer Trustees appointed to said Trust as his or its attorneys in fact for the purposes of conducting all business of said Trust Fund, including the appointment of Employer Trustees or conducting any other business which may be conducted by said Trustees of said Trust Fund.

ARTICLE XXV. AGREEMENT PARTICIPATION

It is specifically understood and agreed that the terms, conditions and obligations contained in this Collective Bargaining Agreement are prepared, entered into and made effective exclusively between Albany Ford Subaru and the Unions signatory hereto.

AUTOMOTIVE INDUSTRIES PENSION FUND

1640 SOUTH LOOP ROAD • ALAMEDA, CALIFORNIA 94502 • TELEPHONE (510) 836-2484 or (800) 635-3105

POST OFFICE BOX 23120 • OAKLAND, CALIFORNIA 94623-0120

www.aitrustfunds.org

May 8, 2012

PENSION SUBSCRIBER AGREEMENT

Firm Name ALBANY FORD SUBARU

Address 718 SAN PABLO AVENUE

City ALBANY State CA Zip Code 94706 Telephone No. (510) 528-1244

Monthly Contribution Rate in Collective Bargaining Agreement

Defined Benefit Plan	\$ <u>292.50</u>	Effective: <u>JULY 1</u> <u>20 12</u>
IARP Plan	\$ _____	Effective: _____ <u>20</u> _____

**JOURNEYMAN CLASSIFICATION

WHEREAS, the undersigned Employer previously has entered into a collective bargaining agreement with the undersigned Union providing for, amongst other things, a pension agreement, whereby the undersigned Employer agreed to make certain Employer contributions into a Trust Fund for the purpose of providing pension benefits for covered employees, and

WHEREAS, it is the desire of the undersigned Employer to make such Employer contributions into the Automotive Industries Pension Trust Fund ("Fund") and become a party to its Pension Trust Agreement, now therefore it is agreed as follows:

A. Contributions Required. The undersigned Employer agrees to be bound by all of the terms, conditions and provisions of the said Pension Trust Agreement, and to pay to the Fund all sums of money required to be paid as Employer pension contributions either (1) under the terms of the collective bargaining agreement between the undersigned Employer and the undersigned Union, or (2) under the provisions of the federal labor law.

B. Employees Covered. The following persons are covered by this Agreement: Each person who is employed at any time during the month, while not on a leave of absence without pay, who is either (1) working under a bargaining agreement between the Employer and a participating union, or (2) working in a situation in which contributions are required to be made on his behalf under federal labor law.

NOTE: Any covered employee who is also a shareholder of the Employer may participate in the Fund only if the Fund receives (1) an attorney certification letter in the form required by the Fund, and (2) a stockholder/employee waiver document in the form required by the Fund.

C. Amount of Payment. The undersigned agree that participation in the Fund shall require monthly Employer payments at the rates stated herein for all employees covered under paragraph B, unless excepted under paragraph D.

D. Payment Procedures.

(1) **Covered Employees.** The undersigned Employer agrees to make payments as set forth in this Agreement and any subsequent revisions hereof for all covered employees for all periods of time during which a collective bargaining agreement requiring payments to the Fund is in effect. Whenever applicable labor law requires continued payments to the Fund after expiration of the collective bargaining agreement, the undersigned Employer agrees that such payments shall be made in accordance with this Agreement and the Fund's rules and regulations from time to time in effect. Employer agrees that this obligation may be enforced by the Fund under this Agreement as a matter of contract law.

(2) **Payment Due Date.** Monthly payments are due from the Employer on the first day of the month to the Fund at address indicated on Employer Remittance Form, on all employees covered under paragraph B employed by the Employer at any time during the month prior thereto, except as provided in subparagraphs (3) and (4).

NOTE: No contribution shall be required for newly hired employees who are terminated in less than eleven (11) working days.

(3) **New Hires.** For new employees the first payment is due on the first day of the second month following the date of hire.

(4) **Terminations.** For employees who are no longer actively employed by the Employer, the last payment is due on the first day of the month following the last date of active employment. Employees on vacation or holidays after the

termination of active employment shall not be deemed to continue to be actively employed by the Employer for the purpose of determining employer payments due.

- (5) **Rehired Disabled Employees.** For disabled employees who return to active employment, with the same Employer they were employed with when disability commenced, contributions are due the first of the month following the date they returned to work.

E. Liability for Nonpayment. Contributions are due on the first (1st) of the month and considered delinquent if not postmarked on or before the twentieth (20th) of the month during the month billed. For this purpose, contributions due include any supplemental contributions due under paragraph G, below. Failure to report timely will result in assessment of liquidated damages and interest in accordance with the Trust Agreement. If the Employer fails to make the contributions required by this Agreement, the Employer shall be personally responsible to the union and employees herein covered for the benefits which would have been provided by such coverage and to pay for all court costs, attorneys' fees, and other legal expenses that may be required to effect collection. The Employer shall likewise be subject to any grievance procedure in the current collective bargaining agreement requiring contributions to the Fund.

F. Plan Documents.

- (1) **Trust Agreement.** The undersigned Employer understands that the Fund's Trust Agreement was entered into effective September 1, 1955. That Trust Agreement provides that an Employer may become a party to the Trust Agreement by executing a document in writing agreeing to become a party to and be bound by the provisions of that Trust Agreement. The undersigned Employer, by executing this document, hereby agrees to become a party employer to that Trust Agreement, to be bound by all the terms, conditions and provisions thereof and to make payments herein provided to the Fund. The undersigned Employer approves and consents to the appointment of the Trustees of said Trust Agreement heretofore appointed and hereafter selected as provided in said Trust Agreement.
- (2) **Plan.** The undersigned Employer agrees to be bound by and accept the Plan's eligibility rules and Plan benefits from time to time in effect.
- (3) **Rules and Regulations.** The undersigned Employer agrees to be bound by the rules and regulations from time to time adopted by the Fund applicable to Employers participating in the Fund, including those that provide for interest and liquidated damages on delinquent contributions, and for attorneys fees, court costs and other legal expenses that may be required to effect collection of Employer contributions.

G. Rehabilitation Plan. The Employer agrees to comply with the Rehabilitation Plan of the Automotive Industries Pension Plan (AIPP), effective 3/28/2008, pertaining to collective bargaining agreements renewed after 4/27/2008 in its entirety, including the payment of required supplemental contributions.

For Example: Suppose an employer's contribution rate to the AIPP is \$100 per month for the life of a collective bargaining agreement expiring after 2014. The employer is obligated to pay effective 1/1/2013 supplemental contributions equal to 5%. Each year, the rate would increase 5% over the total effective rate of that previous year. In accordance with the 3/28/2008 Rehabilitation Plan, the total contribution rates to the AIPP would be as follows:

- (1) Effective 1/1/2013, an amount of \$105.00
- (2) Effective 1/1/2014, an amount of \$110.25
- (3) Each year thereafter, the contribution rate to the AIPP will increase 5% over the previous year's rate until the earlier of the expiration of the collective bargaining agreement or 12/31/2018. At contract commencement or renewal before 12/31/2018, the then-current Rehabilitation Plan of the AIPP would apply.

H. Hold Harmless. Neither the Fund, its Trustees, nor any of their agents or representatives have warranted that the participation of shareholders/employees is legally permissible under the Taft-Hartley Act. The Employer hereby waives any right to sue the Fund, its Trustees, or their agents or representatives for any damages if the participation of all shareholders/employees is not permitted under any law, and agrees to hold the Fund harmless against any such suits filed by its employees or former employees.

I. Successors. If the Employer's collective bargaining agreement or federal labor law obligations are binding on the Employer's heirs, successor or assigns, then this Agreement shall also be binding on those heirs, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 11 day of December, 2014.

Employer: ALBANY FORD SUBARU

Union: MACHINISTS AUTOMOTIVE TRADES

DIST. LODGE NO. 190 OF NORTHERN CALIF.

Authorized by (Print Name) John Nakamura

(Print Name) Patrick Woodward

(Signature) Redacted by the U.S. Department of the Treasury

(Signature) Redacted by the U.S. Department of the Treasury

ACCEPTED: The duly appointed and acting Trustees of the said Trust Agreement accept the above agreement.

(Forward one signed agreement to the Trustees for consideration. If accepted, photocopies of the agreement will be sent to the parties.)

AUTOMOTIVE INDUSTRIES PENSION FUND

1640 SOUTH LOOP ROAD • ALAMEDA, CALIFORNIA 94502 • TELEPHONE (510) 836-2484 or (800) 635-3105
POST OFFICE BOX 23120 • OAKLAND, CALIFORNIA 94623-0120
www.aitrustfunds.org May 8, 2012

PENSION SUBSCRIBER AGREEMENT

Firm Name ALBANY FORD SUBARU
Address 718 SAN PABLO AVENUE
City ALBANY State CA Zip Code 94706 Telephone No. (510) 528-1244

Monthly Contribution Rate in Collective Bargaining Agreement

Defined Benefit Plan	\$ <u>146.25</u>	Effective: <u>JULY 1</u> <u>20</u> <u>12</u>
IARP Plan	\$ _____	Effective: _____ <u>20</u> _____

****INSTALLER, STOCKROOM TECH, AND ALL TEAMSTERS CLASS 50% OF MAXIMUM PENSION**

WHEREAS, the undersigned Employer previously has entered into a collective bargaining agreement with the undersigned Union providing for, amongst other things, a pension agreement, whereby the undersigned Employer agreed to make certain Employer contributions into a Trust Fund for the purpose of providing pension benefits for covered employees, and

WHEREAS, it is the desire of the undersigned Employer to make such Employer contributions into the Automotive Industries Pension Trust Fund ("Fund") and become a party to its Pension Trust Agreement, now therefore it is agreed as follows:

A. Contributions Required. The undersigned Employer agrees to be bound by all of the terms, conditions and provisions of the said Pension Trust Agreement, and to pay to the Fund all sums of money required to be paid as Employer pension contributions either (1) under the terms of the collective bargaining agreement between the undersigned Employer and the undersigned Union, or (2) under the provisions of the federal labor law.

B. Employees Covered. The following persons are covered by this Agreement: Each person who is employed at any time during the month, while not on a leave of absence without pay, who is either (1) working under a bargaining agreement between the Employer and a participating union, or (2) working in a situation in which contributions are required to be made on his behalf under federal labor law.

NOTE: Any covered employee who is also a shareholder of the Employer may participate in the Fund only if the Fund receives (1) an attorney certification letter in the form required by the Fund, and (2) a stockholder/employee waiver document in the form required by the Fund.

C. Amount of Payment. The undersigned agree that participation in the Fund shall require monthly Employer payments at the rates stated herein for all employees covered under paragraph B, unless excepted under paragraph D.

D. Payment Procedures.

(1) **Covered Employees.** The undersigned Employer agrees to make payments as set forth in this Agreement and any subsequent revisions hereof for all covered employees for all periods of time during which a collective bargaining agreement requiring payments to the Fund is in effect. Whenever applicable labor law requires continued payments to the Fund after expiration of the collective bargaining agreement, the undersigned Employer agrees that such payments shall be made in accordance with this Agreement and the Fund's rules and regulations from time to time in effect. Employer agrees that this obligation may be enforced by the Fund under this Agreement as a matter of contract law.

(2) **Payment Due Date.** Monthly payments are due from the Employer on the first day of the month to the Fund at address indicated on Employer Remittance Form, on all employees covered under paragraph B employed by the Employer at any time during the month prior thereto, except as provided in subparagraphs (3) and (4).

NOTE: No contribution shall be required for newly hired employees who are terminated in less than eleven (11) working days.

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termination of active employment shall not be deemed to continue to be actively employed by the Employer for the purpose of determining employer payments due.

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E. Liability for Nonpayment. Contributions are due on the first (1st) of the month and considered delinquent if not postmarked on or before the twentieth (20th) of the month during the month billed. For this purpose, contributions due include any supplemental contributions due under paragraph G, below. Failure to report timely will result in assessment of liquidated damages and interest in accordance with the Trust Agreement. If the Employer fails to make the contributions required by this Agreement, the Employer shall be personally responsible to the union and employees herein covered for the benefits which would have been provided by such coverage and to pay for all court costs, attorneys' fees, and other legal expenses that may be required to effect collection. The Employer shall likewise be subject to any grievance procedure in the current collective bargaining agreement requiring contributions to the Fund.

F. Plan Documents.

- (1) **Trust Agreement.** The undersigned Employer understands that the Fund's Trust Agreement was entered into effective September 1, 1955. That Trust Agreement provides that an Employer may become a party to the Trust Agreement by executing a document in writing agreeing to become a party to and be bound by the provisions of that Trust Agreement. The undersigned Employer, by executing this document, hereby agrees to become a party employer to that Trust Agreement, to be bound by all the terms, conditions and provisions thereof and to make payments herein provided to the Fund. The undersigned Employer approves and consents to the appointment of the Trustees of said Trust Agreement heretofore appointed and hereafter selected as provided in said Trust Agreement.
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For Example: Suppose an employer's contribution rate to the AIPP is \$100 per month for the life of a collective bargaining agreement expiring after 2014. The employer is obligated to pay effective 1/1/2013 supplemental contributions equal to 5%. Each year, the rate would increase 5% over the total effective rate of that previous year. In accordance with the 3/28/2008 Rehabilitation Plan, the total contribution rates to the AIPP would be as follows:

- (1) Effective 1/1/2013, an amount of \$105.00
- (2) Effective 1/1/2014, an amount of \$110.25
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H. Hold Harmless. Neither the Fund, its Trustees, nor any of their agents or representatives have warranted that the participation of shareholders/employees is legally permissible under the Taft-Hartley Act. The Employer hereby waives any right to sue the Fund, its Trustees, or their agents or representatives for any damages if the participation of all shareholders/employees is not permitted under any law, and agrees to hold the Fund harmless against any such suits filed by its employees or former employees.

I. Successors. If the Employer's collective bargaining agreement or federal labor law obligations are binding on the Employer's heirs, successor or assigns, then this Agreement shall also be binding on those heirs, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 11 day of December, 20 14.

Employer: ALBANY FORD SUBARU

Union: MACHINISTS AUTOMOTIVE TRADES

DIST. LODGE NO. 190 OF NORTHERN CALIF.

Authorized by (Print Name) [Signature]

(Print Name) Patrick Woodward

Redacted by the U.S. Department of the Treasury

(Signature)

Redacted by the U.S. Department of the Treasury

(Signature)

ACCEPTANCE: The duly appointed and acting Trustees of the said Trust Agreement accept the above agreement.