

**CONDITIONS AND AGREEMENTS
REFERRED TO
ON THE REVERSED SIDE HEREOF**

(a) In the event the Employer is a member of any league or association which is a party to the currently in force Collective Bargaining Agreement with the District Council of Cement and Concrete Workers comprised of Locals No. 6-A, 18-A and 20 ("District Council"), the Employer acknowledges that this report has been executed by such Employer as a member of such league or association and subject to all the terms, conditions, rights, liabilities and responsibilities of an employer in accordance with the provisions of said Collective Bargaining Agreement.

(b) In the event the employer is not a member of any such league or association but has independently executed the currently in force Collective Bargaining Agreement with the District Council or has executed an Agreement with the District Council adopting and agreeing to be bound by the currently in force Collective Bargaining Agreement, the Employer acknowledges that this report has been executed by such employer subject to all the terms, conditions, rights, liabilities and responsibilities of an employer in accordance with the provisions of said Collective Bargaining Agreement.

(c) In the event the Employer is not a member of any such league or association and has not separately executed the said Collective Bargaining Agreement or an agreement with the District Council adopting and agreeing to be bound by said Collective Bargaining Agreement, then by executing this report, the Employer hereby consents and agrees to be bound to all the terms and conditions, rights, liabilities and responsibilities of an employer in accordance with the provisions of said Collective Bargaining Agreement with the same force and effect as if it had separately entered into said Collective Bargaining Agreement with the District Council and said Agreement is hereby incorporated herein by reference with the same force and effect as if fully set forth herein at length. The date upon which the Employer shall be deemed to have become bound to said Agreement shall be the earlier of the date upon which the Employer executed for the first such report during the period of the currently in force Collective Bargaining Agreement or the date of first employment by the Employer, during such period, of any employee who would be entitled to coverage thereunder had the Employer executed said Collective Bargaining Agreement as of the effective date thereof.

(d) The Employer acknowledges that all the terms and conditions of the Agreements and Declarations of Trust creating the Cement and Concrete Workers District Council Pension Fund, Welfare Fund, Annuity Fund, Legal Services Fund, and Industry Advancement Program between The Cement League and the District Council, and the Trustees of said Trust Funds (the "Trust Agreements") are incorporated herein the reference with the same force and effect as if fully set forth herein at length. The Employer agrees to adopt and to be bound by all terms and conditions, rights, liabilities and responsibilities of an employer in accordance with the provisions of the Trust Agreements and any Plans approved by the Trustees of said Trust Funds.