AGREEMENT

between

HORIZON BEVERAGE COMPANY, INC.

and

LOCAL 8D, UFCW, AFL-CIO

October 1, 2023 to September 30, 2028

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AGREEMENT

THIS AGREEMENT is entered into this 28th day of September, 2023 by and between Local 8D, UFCW affiliated with the AFL-CIO (the “Union”) and Horizon Beverage Company, Inc., 45 Commerce Way, Norton, Massachusetts, its successors and assigns (the “Company”). The Union and the Company are collectively referred to as the “Parties.”

WITNESSETH

WHEREAS, it is agreed between the Parties to be of mutual advantage to settle by this Agreement the terms, compensation, and conditions of employment of salespersons working out of the Company’s 45 Commerce Way, Norton office; to promote and improve relationships between and among the Company, its salespersons, and the Union; and to promote the economic interests of the Company and its salespersons. NOW THEREFORE, in consideration of the mutual covenants herein, the Parties agree as follows.

ARTICLE 1. - UNION RECOGNITION

(a) The Company recognizes the Union as the sole labor organization representing the Company’s salespersons at its 45 Commerce Way, Norton office in the Commonwealth of Massachusetts and agrees to treat and negotiate with the Union as the sole and exclusive collective bargaining agent for and on behalf of all salespersons excluding office clerical employees, drivers, warehousemen, professional employees, supervisors, and guards as defined in the National Labor Relations Act. This collective bargaining agreement will apply to any new divisions created at the Norton location. It will not apply to the Company’s Western Massachusetts operation or to any acquired company.

(b) Upon the employment, separation from employment, or written discipline of any salesperson, the Company will, within ten (10) days, notify the Union in writing of the name and date of employment, separation from employment, or written discipline of such salesperson. The Company will provide notice of the discharge of any salesperson in accordance with Article 3. Provided, however, the Company shall not be responsible for any financial cost incurred by the Union as a result of the Company's failure to comply with the provisions of this notification requirement.

ARTICLE 2. - UNION SECURITY, DUES CHECKOFF

(a) Union membership shall be required of all salespersons as a condition of continued employment effective on and after the thirty-first (31st) day following the beginning of their employment or the execution date of this Agreement, whichever is the later. For purposes of this Paragraph, Union membership shall not be denied or terminated for any salespersons for reasons other than their failure to tender the periodic dues and initiation fees uniformly required by the Union as a condition of acquiring or retaining membership. The Union agrees to indemnify and save the Company harmless against any and all claims which may arise out of or come into being by reasons of any action taken or not being taken by the Company for the purpose of complying with this Paragraph.

(b) The Company agrees, upon receipt of voluntary authorization from salespersons, to deduct from the earnings of such salespersons the initiation fee and regular monthly dues, providing it does not conflict with any state or federal law, and to remit all such monies to the Union.

(c) The Company agrees that, whenever additional salespersons are required, or when a current employee leaves the Company's employ and their route becomes available, it will post the new or vacant position internally for at least fourteen (14) days or until the position is filled. In no event shall this Paragraph be used to discriminate against or in favor of any individual on account of their membership or non-membership in the Union.

(d) Prior to hiring any salesperson who has left the employ of any other firm in the industry, the Company may check with the Union as to the honesty of such salesperson.

ARTICLE 3. - TRIAL PERIOD, DISCHARGE

(a) All new salespersons employed by the Company subsequent to the signing of this Agreement shall be given a thirteen (13) month trial period. During such trial period the Company may arbitrarily and without the necessity of assigning any cause, discharge any such salesperson but shall give the Union prompt notice of the discharge.

(b) The Company shall not discharge any salesperson employed beyond the trial period without just cause. In the event the Company desires to discharge a salesperson, the reasons for such discharge must be given in writing to the Union, at least one (1) week prior to the proposed date of discharge, except in the case of dishonesty when notice will be given to the Union within twenty-four (24) hours of the discharge. In the event that the Company and the Union do not agree, in writing, within one (1) week that justifiable cause exists for the discharge or dismissal of any such salesperson, the Union shall have the right to submit the matter to arbitration within ten (10) days from the date of the discharge pursuant to Article 20.

(c) The Union recognizes the right of the Company to manage its business and it is understood that the Company has all the customary and usual functions of management including, but not limited to, the right to direct, plan and control business operations; the location of places of business; the establishment of reasonable rules for the conduct of its employees; the right to hire, discipline, suspend, or discharge employees for just cause; to layoff for economic or other legitimate reasons; and the right to require reasonable standards of performance, provided that the Company shall not exercise any of the rights provided herein so as to violate this Agreement. If any such rules and regulations are issued in writing, a copy shall be sent to the Union. If the Union believes that any such rules and regulations are unreasonable on their face or application or are otherwise in violation of this Agreement, the Union shall have the right to submit such dispute to arbitration pursuant to Article 20.

ARTICLE 4. - COMMISSIONS, DRAWING ACCOUNT

(a) The Company's salespersons shall be paid upon sales as distinguished from upon collections, as follows:

	Hired prior to 1/11/2008	**Hired after 1/11/2008***	**Hired after 10/1/2013**	**Hired after 10/1/2023****
Spirits (all)	3.50%	3.00%	3.00%	2.76%
Wine (on premise)	3.80%	3.80%	3.80%	3.50%
Wine (off premise)	3.80%	3.40%	3.40%	3.13%
Beer (all)	2.50%	2.50%	2.50%	2.30%
Limited Accounts (no RAM)	2.50%	2.50%	2.25%	2.07%
Limited Accounts (RAM)	2.50%	2.25%	2.25%	2.07%
Total Wine (no RAM)	2.50%	2.50%	1.60%	1.60%
Total Wine (RAM)	2.00%	2.00%	1.60%	1.60%
Wegman's	3.00%	3.00%	3.00%	2.76%

Military installations, close-outs	1.00%	1.00%	1.00%	1.00%
Private label wines***	2.50%	2.50%	2.50%	2.30%
Non-alcoholic beverages	3.50%	3.00%	3.00%	2.76%
High-end allocated items specified in new Addendum A that are will-called by salespeople	Additional 2.00%	Additional 2.00%	Additional 2.00%	Additional 2.00%
Low-margin items in previous version of Addendum A****	Full commission	Full commission	Full commission	Full commission
RTDs	Full commission according to base spirit rate	Full commission according to base spirit rate	Full commission according to base spirit rate	Full commission according to base spirit rate

* For salespersons hired prior to January 11, 2008, on any new, “added value” accounts.

** For salespersons hired after October 1, 2023 on only the following: any new accounts, any accounts received from a salesperson that separated from the Company, any accounts voluntarily traded by a salesperson, and any pocket license accounts received pursuant to Article 7(d). Accounts assigned or received by any other means, including those transferred pursuant to Article 7(c), will remain at the prior rate.

*** Private label wines are defined as wines (1) created and brought in for one particular account or chain; (2) that have no selling responsibility quotas, or RYGs; and (3) that cannot be sold outside of the dedicated account or chain.

**** For clarity, the Addendum A to prior CBA which expired on September 30, 2023 had listed low margin items to which a reduced commission rate was applied. Those items now receive the commission as set forth elsewhere in the chart. Addendum A has been repurposed in this Agreement to list certain item that must be will called.

Any KPIs for the Patriot Division shall be in addition to the rates set forth in this Article.

The Company shall furnish weekly to each salesperson duplicate copies of all invoices of all sales made or credits to such a salesperson which indicate the proper credits to such salesperson. The Company may satisfy this obligation by providing electronic access to such documents rather than paper copies. The Company agrees that it will not discharge, discipline, or reassign accounts, brands, or product lines except for legitimate business reasons and not for the purpose of paying a lower rate of commission.

(b) A joint labor-management committee will be established and meet at least quarterly to discuss issues related to staffing and servicing Total Wine accounts.

(c) National/Regional Club Store, Grocery Store and Drug Store Retailers, Military and Transportation Accounts Reclassification Agreement.

1. No-Touch Accounts.

   a. These are accounts where:

      (i) Salesperson does not enter store.
      (ii) Salesperson is unable to sell in new products.
      (iii) Salesperson does not manage ATB.
      (iv) The Company is not providing merchandising support. However, the Company may provide such support on an ad hoc basis only if the account so requests.
      (v) Trader Joe's and Costco are the only current no-touch stores. All transportation accounts are no-touch.

   b. Commission rates will be as follows:

      (i) Current No-Touch/No-Show: Remain at current rate (either 1.00% or 2.50%) until that salesperson leaves the Company/account, then goes to 0%.

      (ii) New No-Touch/No-Show Accounts:

         a. 1.00% commission if created via purchase of an existing licensee, until that salesperson leaves the Company/account, then goes to 0%.

b. 0% if created via a new license.

2. Limited Accounts.

   a. These are accounts where:

      (i) Selling activity is handled by the National Accounts Team.
      (ii) Salesperson primarily performs merchandising/order-taking role.
      (iii) The stores in this category are: BJs, KH&H, Roche Bros., Star/Shaws, S&S, Walgreens, Whole Foods, RWJ/Pyramid, Walmart, Hannafords, Golub/Price Chopper, Target, Cost Plus World Market, Fresh Market, and certain Go Puff accounts (Newton, Dorchester, Quincy, Allston).

   b. Commission rates will be as follows:

      (i) Current Limited Accounts. Will remain at current rates until the assigned salesperson leaves the Company/account, then will adjust to the New Limited Account rates.

      (ii) New Limited Accounts (including conversions from traditional) shall be at the rates set forth in the chart above.

3. Traditional National/Regional Club Store, Grocery Store and Drug Store Retailer Accounts.

   a. These are accounts where there is normal selling, ATB, salesperson merchandising activity.

   b. Full commission, even if RAM is in the account.

4. No-touch and limited accounts are restricted to National/Regional Club Store, Grocery Store and Drug Store retailers, and transportation accounts. A joint labor-management committee will be formed to review the proper placement of any accounts that enter the market after the effective date of the Agreement or that either party believes should be converted to a different category (i.e., from no-touch/no show to limited or full, from limited to full or

to no-touch/no-show, or from full to limited or to no-touch/no-show). Any dispute may be submitted to arbitration.

5. If a traditional account converts to a limited account, then the Company may reassign the account to another salesperson if requested by the customer. In that case, the Company will try to make up with new accounts.
6. The lowest rates set forth in the chart shall control over other rates specified in the chart or elsewhere in the contract (e.g., a salesperson hired on October 2, 2023 will receive 1.60% for beer sales to Total Wine, not 2.30%).

(d) Drawing Account.

The Company's salespersons shall be entitled to receive the following compensation for their services so long as they continue in the employ of the Company. All commissions earned shall be determined not later than Friday following the close of the week's business, and commission earning statements shall be furnished to the salespersons at that time.

If a salesperson earned less than $90,000.00 in the previous calendar year and earns commissions during the week that do not exceed Six Hundred Dollars ($600.00) then the salesperson shall be entitled to and shall receive no less than Six Hundred Dollars ($600.00) gross as a minimum drawing account. If a salesperson earned more than $90,000.00 in the previous calendar year and earns commissions during the week that do not exceed Nine Hundred Dollars ($900.00) then the salesperson shall be entitled to and shall receive no less than Nine Hundred Dollars ($900.00) gross as a minimum drawing account.

In the event that the commission earned during the week shall be less than the Six Hundred Dollar ($600.00) or Nine Hundred Dollar ($900.00) gross minimum drawing account, as set forth above, then the difference shall be charged against so much of the commissions earned during the following weeks as shall exceed the minimum drawing. In other words, in no event shall any salesperson receive less than the Six Hundred Dollar ($600.00) or Nine Hundred Dollar ($900.00) gross dollar minimum drawing account herein specified.

Deficiencies in earnings of commissions as against this drawing may be made up out of the future commission earnings which may be in excess of the minimum weekly drawing agreed to be paid to the salesperson, provided, however, that the maximum deficit shall be One Thousand Eight Hundred Dollars ($1,800.00) and in said case there shall be discussion between the Union and the Company relative to whether there shall be a reduction of the weekly drawing to reduce the deficit below One Thousand Eight Hundred Dollars ($1,800.00) or a termination of the weekly drawings for a period of time. Gross minimum drawing accounts shall be cash or check to the salesperson less Union dues subject to check-off. This provision may be reopened if the Company suffers a financial loss as a result of these draws.

(e) House Accounts.

The Company shall not open, maintain, or sell through any house accounts. In the event the Company shall make or affect any sales through any of its officers, members of the firm, or by any other means than through a salesperson, full commission upon such sales shall be paid to the salesperson in whose territory the customer to whom such sale was made is located.

However, the Company may decide to establish a voluntary tele sell program under which certain accounts may be voluntarily relinquished by a salesperson and serviced via non-union personnel. No commission shall be paid to a salesperson for sales made hereunder. The nature and operation of such a division shall be a matter of Company discretion; provided, however, under no circumstances shall a salesperson be required to give up any accounts hereunder, as such program may only be voluntary in nature.

(f) Illness.

It is further agreed and understood that in the event of extended personal illness which prevents a salesperson from calling on their accounts, the Company will assign their key accounts to other salespersons who are in a position to service them, and they will call on them. The Company will solicit the remaining accounts. Commissions on all sales made during the first ninety (90) days shall accrue to the salesperson whose accounts are being so handled provided that the salesperson shall be guaranteed Six or Nine Hundred Dollars ($600.00 or $900.00) each week, as applicable per Article 4(d), and provided the salesperson completes and submits an online Massachusetts Paid Family and Medical Leave (PFML) application that is approved by the Department of Family and Medical Leave (DFML). A salesperson is only eligible for the ninety (90) days of paid commissions once during each PFML benefit calendar year.

After ninety (90) days the salesperson will be covered by the long-term illness plan as specified in Article 10(d). The Company may then assign accounts temporarily among its sales force, hire a temporary salesperson (with no seniority), or utilize supervisors to service the accounts and shall pay commissions to the salesperson servicing the accounts until the disabled salesperson returns to active employment.

After six (6) months of absence due to disability, the Company may assign the salesperson's accounts or territory to another salesperson(s) on a permanent basis. In the event that the disabled salesperson thereafter returns to work, reasonable efforts will be made to establish a territory for them and they shall be given preference in employment before any new salesperson is hired. If the disabled salesperson returns to work within nine (9) months of their initial leave, the Company will guarantee their salary at no less than eighty percent (80%) of the average of the salesperson's last three (3) years' earnings.

(g) Salespersons assigned to temporarily service or otherwise cover any accounts, excluding accounts of employees on short term sick leave, shall be paid full commissions for the service of an account, if:

1. No one else is receiving commissions on the account.
2. Management has given the salesperson written authorization to call on the account.
3. The salesperson is performing all of the sales duties, not simply picking up checks.

(h) The Company agrees to make available to the Union the gross earnings of each salesperson as soon after the close of the year as possible.

(i) It is agreed that with respect to a new item, the Company may request the Union to agree to a lower rate of commission to meet competitive conditions.

(j) Upon mutual agreement between the Company and Union, a "pooling" or similar commission structure may be established for any account, or group of accounts, in order to ensure an equitable distribution of commission money, and ensure that the account(s) is serviced properly.

(k) It shall be the Company's policy not to induce, and to discourage all persons in its employ from inducing any salesperson to give up, surrender, or return any part of their compensation. Any attempt on the part of the Company to induce any salesperson by any means whatsoever to return any part of their compensation shall constitute a breach of this Agreement. There shall be no alteration, modification, or waiver of any provision of this contract by virtue of any individual agreements between such salesperson and the Company and any such arrangement shall constitute a breach of this Agreement. Notwithstanding the foregoing, the Company may pay lower commission rates for accounts than otherwise specified herein but only if agreed to in writing by the Union, the salesperson, and the Company.

ARTICLE 5. - E-COMMERCE

Commissions, incentives, and any other financial benefits on sales made through any business-to-business or similar online platforms ("e-commerce") shall be paid in accordance with this Agreement and in the same manner as sales made through traditional means. A customer's use of e-commerce shall not be grounds for or considered in the reclassification of any existing account or classification of any new account as a no-touch, limited, or other reduced commission account.

ARTICLE 6. - HOLIDAYS, PERSONAL DAYS, VACATIONS

(a) Holidays.

There shall be no deduction from the drawing account for the following holidays, which it is agreed shall be given to the salespersons: New Year's Day, Martin Luther King's Birthday, Washington's Birthday, Patriots' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day, Sundays, and Good Friday. When Good Friday falls on a Friday other than the first or last Friday of the month, then it will be a full paid holiday, although employees may choose to observe Yom Kippur instead. If Good Friday falls on the first or last Friday of the month, then salespersons at 11:00 A.M. shall be permitted to leave work for the rest of the day to attend Church Services. Martin Luther King's Birthday, Washington's Birthday, Patriots' Day, and Columbus Day will be observed on the prior Friday and the following Monday will be a regular workday unless the Company closed for Washington's Birthday week. Memorial Day and Labor Day will be floating holidays and the Friday before and the Monday of the holidays will be regular workdays.

(b) Personal Days.

Salespersons shall be allowed four (4) personal days each contract year. Salespersons with one (1) year of service or more shall have one additional personal day each contract year and salespersons with ten (10) years of service or more shall have a second, additional personal day each contract year. The combined number of salespersons taking vacation and personal days on any given day cannot exceed thirty percent (30%) of the total number of salespersons in the applicable sales division, except on Fridays, in which case the combined number of salespersons taking vacations and personal days cannot exceed fifteen percent (15%) of the total in the applicable sales division on primary supplier meeting days, twenty percent (20%) of the total in the applicable sales division on secondary supplier meeting days, and fifty percent (50%) of the total in the applicable sales division on all other Fridays. The fifteen percent (15%) and twenty percent (20%) limits shall each be applied no more than twelve times per year. Salespersons who are on FMLA leave, or who need to take time off due to an emergency, shall not be counted against the above percentages.

Vacation and personal days shall be available for use to salespersons on a calendar year basis each January 1 and to new employees upon their date of hire. Unused days may not be redeemed for compensation at the end of the year. However, salespersons may roll over up to three (3) personal days to the following year but cannot have more than seven (7), eight (8), or nine (9) personal days in any one year, depending upon the salesperson's annual allotment of personal days as described above.

(c) Vacations.

Each salesperson with less than one (1) year of employment shall be entitled to one (1) week of vacation. Each salesperson shall be entitled to two (2) weeks' vacation after one (1) year of employment, three (3) weeks' vacation after five (5) years of employment, and four (4) weeks' vacation after twenty (20) years of employment. Commission on all sales to the salesperson's accounts during the vacation period shall be credited to the salesperson on vacation.

A vacation schedule shall be posted by the Company and salespersons shall select their vacation in order of their seniority by division. Requests for full weeks of vacation (Monday-Friday) will be approved in order of seniority by division before partial weeks are approved. Vacation periods shall be scheduled by mutual consent of the Company and the employee. Notwithstanding the foregoing, vacations may be used in single day increments.

ARTICLE 7. - TERRITORIES

(a) So long as the territory and/or accounts in question are adequately serviced, any territory and/or accounts heretofore assigned to a particular salesperson, and any territory and/or new, added-value accounts hereafter assigned which new assignment shall continue for a period of six (6) months, shall be deemed to be the exclusive territory or accounts of such salesperson during the term of this Agreement and any renewal or renewals thereof, and they shall not be required to surrender same, nor shall they be transferred to any other territory or accounts without their consent except for just cause. Notwithstanding the foregoing, the Company may reassign an on-premise account within six (6) months after the license on that account changes ownership. In the event of any dispute arising under the provisions of this Paragraph, the Parties shall meet with a view towards adjusting the same. If the dispute is not resolved at this meeting the issue shall be promptly submitted to arbitration. However, under no circumstances shall the assignment of new accounts/territory be a matter for arbitration and the Company shall have the right to determine who is best qualified to cover the territory in question.

(b) Salespersons shall have the right to have a Union representative present for any discussions with the Company regarding surrendering existing and/or accepting new territories and/or accounts.

(c) The Company may remove one or more accounts from a salesperson (outside of normal trades, “just cause” removal, removals resulting from previously agreed upon assignment of a new account, or any other removal) subject to the following restrictions (“rebalancing”):

1. A salesperson may only be subject to rebalancing:

   (i) If their rolling twelve (12)-month commission earnings are greater than $125,000.00 (not including coverage commissions on accounts temporarily assigned);

   (ii) If their rolling twelve (12)-month commission earnings are greater than the same period in the prior year;

   (iii) Once within any rolling twenty-four (24)-month period and no more than twice during the term of this Agreement.

2. The Company may not remove any of a salesperson’s top ten (10) accounts based on the account’s rolling twelve (12)-month sales.

3. The Company may remove no more than the lesser of $5,000.00 of a salesperson’s commission earnings and the increase in their commission earnings over the prior year.

4. All rebalancing decisions must be made at the President level after a meeting with the President, the salesperson, and the Union Steward.

(d) If an account has been inactive for six (6) months or more (a pocket license), and later reopens, the Company shall then have the right to assign such account to any salesperson in its employ.

(e) The Company will post a list of all known new and unassigned existing accounts on at least a monthly basis.

ARTICLE 8. - LAYOFFS, SENIORITY

In the event of a reduction in work force, layoffs will be by seniority by selling company. Employees who are on layoff shall, for a period of twelve (12) months from the date of layoff, have the first right of refusal for any subsequent job opening in their division (i.e., Premium, Coastal, etc.).

The accounts of said laid off salespersons shall be distributed among other salespersons in accordance with Article 7(a). In the event the laid off salesperson is recalled or an additional salesperson is hired, the accounts so distributed will be reassigned to the recalled or newly employed salesperson. It is agreed and understood that the Union Stewards/Executive Board members, who shall be selected by the Union to represent both the Union and salespersons working for the Company, shall have top seniority over and above all other salespersons working for the Company.

ARTICLE 9. - SALES MEETINGS

The Company shall not have sales meetings on Saturdays unless such a meeting is called by a supplier to the Company. Should it become necessary for a salesperson to attend meetings outside the territory covered by the Company, the Company shall pay expenses incurred due to attendance at these meetings. Should it become necessary for a salesperson to attend meetings outside their normal work schedule and territory, the Company shall pay parking expenses incurred due to attendance if the Company does not provide group transportation to these meetings.

ARTICLE 10. - INSURANCE

(a) Health. The Company will continue the current group insurance plan and PCS prescription card. The Company may, upon thirty (30) days' notice to the Union, provide comparable benefits through another carrier or self-insurance.

(b) Dental. All salespersons and their eligible dependents shall be covered by the current dental plan.

(c) Death Benefit. Each salesperson shall have a $100,000.00 death benefit up to the age of sixty-two (62) and a $50,000.00 death benefit thereafter.

(d) Long Term Disability. Salespersons shall be covered by a group long term disability policy, which will provide after a ninety (90) day elimination period, sixty percent (60%) of earnings to a maximum of $60,000.00 per year; up to age seventy (70) for sickness and accident; inclusion of family offset and Workman's Compensation; fifty percent (50%) benefits after age sixty-five (65). The Company may, upon thirty (30) days' notice to the Union, provide comparable benefits through another carrier or self-insurance.

(e) Premiums. Employees will pay twenty-five (25%) of the premium each year for the benefits enumerated in sections (a) and (b) except that employees covered by the non-HMO plans will pay fifteen (15%) of the premium each year. The Company will pay the premiums for the benefits enumerated in sections (c) and (d), subject to the terms of the plan(s) then in effect, applicable law, and the terms set forth in this Article 10. Employees otherwise eligible for the benefits enumerated in section (a) and who opt not to receive such health insurance from the Company shall receive the following payments for each month that they are not participants in the Company's health plan:

1. $300.00 per month if the employee would have been eligible for single coverage;
2. $450.00 per month if the employee would have been eligible for single +1 coverage; or
3. $850.00 per month if the employee would have been eligible for family coverage.

(f) Retirees. A salesperson who has fifteen (15) or more years of service with the Company, retires between the ages of sixty (60) and sixty-five (65) and elects to continue receiving medical coverage under COBRA, shall receive $500.00 a month toward that coverage, from the Company, for a period of eighteen (18) months or until the salesperson is offered comparable coverage through new employment, if prior to eighteen (18) months. Service with Boston Beverage and Colonial Liquors shall count as service with the Company. A retired employee shall be permitted to continue medical coverage for his/her spouse and dependent children, at his/her own expense, in accordance with applicable state and federal laws. The Parties understand that the continued participation of non-employee dependents in the group insurance plan may not be permitted by the carrier. In such case, the Company shall be relieved of any obligation or liability.

ARTICLE 11. - PENSION AND RETIREMENT FUND

The Company will make monthly contributions as set forth below for each employee covered by this Agreement to the Trustees of the Local 8 Retirement Fund for the purpose of enabling said Trustees to provide pension benefits that the Trustees shall determine in accordance with the Fund's policies and procedures and the Agreement and Declaration of Trust establishing said Fund.

Period	Monthly Contribution
October 1, 2023 through September 30, 2024	$480.00
October 1, 2024 through September 30, 2025	$485.00
October 1, 2025 through September 30, 2026	$490.00
October 1, 2026 through September 30, 2027	$495.00
October 1, 2027 through September 30, 2028	$495.00

ARTICLE 12. - CONTINUATION OF BENEFITS

In the event of extended illness, the Company will continue to contribute and pay for the benefits provided in Article 10(a), (b), and (c) for employees and their dependents for the first six (6) months of disability, and to make contributions to the Trustees of the Local 8 Pension and Retirement Fund for the first six (6) months of disability. The employee may continue all of the benefits (except pension) after the six (6) month period at their cost under COBRA. If the Company has hired a temporary salesperson (with no seniority) to service the accounts of the disabled salesperson, the Company shall not be required to provide the above benefits for the temporary salesperson while paying the cost of same for the disabled employee. If the terms of any of the foregoing plans described above do not permit the Company contributions described above the Company shall pay the employee an amount equal to the contributions it would have made on their behalf in lieu of such Company contributions.

ARTICLE 13. - PAID DEBTS

If any receivables that are two hundred and ten (210) days or older have been placed in bankruptcy at the end of the Company's fiscal year (November 30th) the commission generated will be charged against the salesperson. In the event the indebtedness is later paid, the salesperson will receive the commission at the rate in effect when the merchandise was delivered. If partial settlement is recovered the salesperson will be paid upon the amount recovered.

ARTICLE 14. - MILITARY LEAVE

In the event, pursuant to federal law, any salesperson shall be requisitioned, conscripted, drafted, or enlists into the Military, Naval, Marine, Coast Guard, or other service of the United States for the purpose of training or otherwise, any salesperson who shall be drafted, conscripted, or requisitioned to fill some position in a war industry or agricultural work, shall be given a leave of absence for such period of service without prejudice to their seniority rights. At the termination of the salesperson's service, they shall be re-employed within ninety (90) days from the time of their discharge from the government service, given their territory and accounts or their equivalent to the fullest extent practical that the salesperson had at the time they left for service, and shall be paid fully in accordance with the provisions of the contract in effect at the time of the salesperson's resumption of service with the Company, provided that said salesperson shall be physically and mentally qualified and possess a Certification of Honorable Service. The operation of this clause shall not deny the Company the right, if necessary, to lay off employees with the least amount of seniority.

ARTICLE 15. - FAMILY AND MEDICAL LEAVE

(a) Employees who meet the statutory eligibility requirement will be entitled to the benefits of the Family and Medical Leave Act (FMLA).

(b) Each eligible employee is entitled to take up to twelve (12) weeks of FMLA leave per calendar year.

(c) Eligible employees shall be entitled to FMLA leave for the following purposes:

1. Birth of a child or to care for a newborn;
2. Placement of a child under the age of eighteen (18) for adoption or foster care;
3. Care for the employee's spouse, domestic partner, child, or parent with a serious health condition;
4. Absences due to a serious health condition that makes the employee unable to perform the functions of their job, as defined in the Act.

(d) Any leave taken under the other provisions of this Agreement, under circumstances which would qualify for leave under the FMLA, will be counted toward the twelve (12) weeks of the leave available under the FMLA provided notice to this effect has been given to the employee prior to or during such leave.

(e) An employee's available and applicable paid leave (e.g., vacation, salary continuation, in the case of an employee's own incapacity) may be substituted for unpaid FMLA leave at the discretion of the employee.

(f) Any violation of the FMLA shall be subject to the grievance and arbitration provisions of this Agreement.

(g) Eligible employees shall be entitled to take up to twenty-four (24) hours of unpaid leave per calendar year under the Small Necessities Leave Act for the following purposes:

1. To participate in school activities directly related to the educational advancement of the employee's child, such as parent/teacher conferences or school placement interviews;
2. To accompany a child to routine medical or dental appointments;
3. To accompany an elderly relative to routine medical and dental appointments or for other professional services related to the elder's care.

Any disputes about coverage shall be subject to the grievance and arbitration provisions of this Agreement. An employee's available and applicable paid leave may be applied to unpaid leave taken under this paragraph at the option of the employee.

ARTICLE 16. - NO STRIKE CLAUSE

(a) During the term of this Agreement or any extension or renewal hereof, there shall be no strike, lockouts, stoppages, slowdowns, or walkouts. If the Company or the Union refuses to adhere to any matter that is referred to arbitration by either party, or any decision rendered by the Board that is not adhered to by either party, then the no strike provision in this Article will not be applicable.

(b) It shall not be a violation of this Agreement of cause for discipline for any employee to refuse to enter upon the premises of any employer (including the Company, party to this Agreement) if the employees of such employer are engaged in a strike ratified or approved by a representative of such employees whom such employer is required to recognize under the Act.

ARTICLE 17. - SUCCESSOR CLAUSE

(a) This agreement shall inure to the benefit of and shall be binding upon the heirs, executors, administrators, successors, and assigns of the parties hereto.

(b) The Company shall notify the Union in writing of any contemplated sale, transfer, merger, acquisition, conveyance, or other transaction resulting in a change of ownership and control of the Company ("sale") at least ninety (90) days prior to the closing of the sale. Such notice shall include the name and contact information of the buyer's representative.

(c) The Company shall give written notice of this Agreement to any potential buyer no later than the time an agreement in principle is reached and, in any event, prior to entering into any binding obligations with respect to the sale.

ARTICLE 18. - BUSINESS EXPENSE

The Company shall, on receipt of vouchers, identify any payment or part of any payment which constitutes reimbursement of salespersons' ordinary and necessary business expenses and, to the extent permitted by the Internal Revenue Code and Treasury regulations and rulings issued thereunder, shall not deduct or withhold any federal income or employment taxes with respect to such payment or such part of any payment.

ARTICLE 19. - SALES CONTEST

Whenever there is a sales contest, each employee shall be given a copy of the contest rules.

ARTICLE 20. - ARBITRATION

(a) Any dispute arising during the terms of this Agreement concerning the interpretation or application of any provision hereof, which cannot be adjusted by the Parties may be submitted by the Company or the Union (and by no other party) to arbitration.

(b) The Company and the Union shall select a disinterested party whose decision, after hearing the case, shall be final and binding on both the Company and the Union. Should the Company and the Union be unable to agree on a party, the arbitration shall be conducted under the rules of and by the American Arbitration Association.

(c) The Arbitrator shall have no power to add to or subtract from or modify any of the terms of this Agreement.

(d) All fees and expenses of the Arbitrator shall be shared equally by the Company and the Union.

(e) It is agreed that all grievances must be filed and processed with reasonable promptness.

ARTICLE 21. - AGREEMENT TERMINATION

(a) This Agreement shall be effective October 1, 2023 and shall remain in full effect until September 30, 2028. It will automatically renew itself for one (1) year periods unless either party gives written notice to the other at least sixty (60) days prior to September 30, 2028 or any subsequent September 30.

(b) This Agreement constitutes the sole and entire existing Agreement between the Parties, and supersedes all prior understandings, commitments, methods and rates of compensation except as defined in this Agreement. In addition, however, the following fringe benefits and company practices and policies shall be continued during the term of this Agreement:

1. Jury duty;
2. Death in the immediate family;
3. Leaves of absence;
4. Legitimate breakage;
5. Cell phones with 700 free minutes per month;
6. Digital cameras or camera phones; and
7. Casual wear for summer (ties only), defined as the period between Memorial Day and Labor Day.

ARTICLE 22. - MEMORANDUM ITEMS

The following items have previously been agreed to between the Company and the Union in separate memoranda. For convenience, they are consolidated below:

(a) In the event there are legislative changes affecting the sale of alcoholic beverages (i.e., no price postings, no restriction on numbers of stored owned, etc.), either party may reopen the Agreement to discuss the impact of such changes and whether amendments to the Agreement are warranted.

(b) The Company agrees to contemporaneously furnish the Union with copies of any documents provided to employees that they are required to sign regarding their compensation or terms and conditions of employment.

(c) If Massachusetts declares a state of emergency, salespersons living or working in areas covered by the state of emergency are not required to call on accounts or drive to Norton.

(d) The Company agrees to indemnify salespersons up to their previous year's commission dollars on Constellation products in an account if that account becomes a Patriot account. Indemnification shall be paid quarterly and shall be offset by any additional earnings from accounts given to make up the loss. Indemnification shall last for one year following the conversion to a Patriot account.

(e) Salespersons will be responsible for the cost associated with replacing any broken, lost, stolen, or missing equipment issued to them including but not limited to computers, surfaces, cell phones, and access badges. Any insurance proceeds received by the Company from the technology providers shall be applied against the amount owed. Salespersons shall not be responsible for the first instance of loss relating to each particular item. The salesperson shall bear no financial responsibility for a natural equipment failure of any item, nor shall such an event count as a "first instance" as contemplated by the previous sentence.

IN WITNESS WHEREOF the Parties have set their hand this 17th day of November, 2023.

<table>
<tr><td><u>FOR THE COMPANY</u></td><td><u>FOR THE UNION</u></td></tr>
<tr><td>HORIZON BEVERAGE COMPANY, INC.</td><td>LOCAL 8D, UFCW</td></tr>
<tr><td>By: _______________________________
Michael Epstein, COO</td><td>By:_______________________________
William Vine, President</td></tr>
</table>

ADDENDUM A. - HAND SHIP ITEMS

These items must be hand-delivered by a salesperson, and generate an additional 2.00% commission for such salesperson. This list is non-exhaustive. Any additional items not listed that the Company requires salespersons to hand deliver will also generate an additional 2.00% commission.

Wine Items

Bond Wine (all items)
Shrader Wine (all items)
Armand d'Brignac 1.5L
Armand d'Brignac 3L
Armand d'Brignac 6L
Taittinger 3L
Taittinger 6L
Taittinger 9L
Promontory
Harlan

Spirit Items

Pappy van Winkle (all items)
William Larue Weller
George T. Stagg
Eagle Rare 17 Year
Sazerac Rye 18 Year
Thomas Handy
Boss Hogg