

BOSTON SHIPPING ASSOCIATION
INTERNATIONAL LONGSHOREMEN'S ASSOCIATION
RETIREMENT ACCOUNT PLAN
COMPLETE RESTATEMENT AS OF OCTOBER 1, 2014

BSA – ILA
RETIREMENT ACCOUNT PLAN

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ARTICLE I

ESTABLISHMENT OF PLAN

- 1.1 Effective October 1, 1993, the BOSTON SHIPPING ASSOCIATION, INC. ("BSA") and the INTERNATIONAL LONGSHOREMEN'S ASSOCIATION, AFL-CIO and its affiliated Locals 799, 800, 805, 1066 and 1604 ("ILA") established a Retirement Account Plan for the benefit of employees working under collective bargaining agreements between the BSA and ILA for the Port of Boston and vicinity. The Plan was also established for the benefit of Union Representatives. The provisions of this BSA-ILA Retirement Account Plan Restatement (hereinafter referred to as the "Plan") are effective October 1, 2014, except where a different effective date is specifically provided herein, in which case such other effective date shall control.
- 1.2 The Plan is intended to qualify as a profit sharing plan under Section 401(a) of the Internal Revenue Code of 1986, as amended ("Code"). In accordance with the provisions of Article XV of the BSA-ILA Retirement Account Plan, the undersigned, all of the Trustees of said Plan, hereby agree that said Plan shall be amended in the form of a completely restated Plan as follows:

ARTICLE II

NAME

The Plan set forth herein shall be known as the "BSA-ILA Retirement Account Plan."

ARTICLE III

DEFINITIONS

In this Plan, masculine gender shall include the feminine (and vice versa), and the singular shall include the plural, unless the context otherwise requires, and the following words shall have the following meanings:

- 3.1 "Accrued Benefit" shall mean the benefit determined in accordance with Section 6.1.
- 3.2 "Alternate Payee" shall mean any Spouse, former Spouse, child, or other dependent of a Participant who is recognized under a qualified domestic relations order, as defined in §414(p) of the Code, as having a right to receive all, or a portion of, the benefits payable under this Plan with respect to such Participant.
- 3.3 "Anniversary Date" shall mean the first day of October, 1993 and each October 1st thereafter.

- 3.4 “Annual Addition” shall mean amounts allocated to Participant accounts during the Limitation Year as defined in §415(c)(2) of the Code.
- 3.5 “Board” or “Board of Trustees” shall mean the Board of Trustees provided for in Article XIV.
- 3.6 “BSA” shall mean the Boston Shipping Association, Inc.
- 3.7 “Code” shall mean the Internal Revenue Code of 1986, as amended.
- 3.8 “415 Compensation” shall mean, for Limitation Years beginning on or after October 1, 2007, remuneration received from an Employer during the Limitation Year, as defined in Treasury Regulation 1.415(c)-2(d)(4). 415 Compensation shall also be subject to the following rules:
- (a) 415 Compensation must be paid within the Limitation Year, and be paid or treated as paid before Severance from Employment (as defined at Section 13.5(a)(iii)) in accordance with Treasury Regulation 1.415(c)-2(e)(1).
 - (b) 415 Compensation must include amounts paid by the later of two and one-half (2½) months after Severance from Employment or the end of the Limitation Year that includes the date of Severance from Employment in accordance with Treasury Regulation 1.415(c)-2(e)(3)(i). Such post-severance compensation includes regular pay as defined in Treasury Regulation 1.415(c)-2(e)(3)(ii), but not other post-severance payments as defined in Treasury Regulation 1.415(c)-2(e)(3)(iv).
 - (c) The 415 Compensation for a Participant for any Limitation Year shall in no event exceed the dollar limit specified in Code §401(a)(17), as adjusted for cost-of-living increases in accordance with Code §401(a)(17)(B).
 - (d) Treatment of Military Differential Wage Payments: Effective for years beginning after December 31, 2008, 415 Compensation shall include military differential wage payments (as defined in §3401(h) of the Code).
- 3.9 “Contribution Accumulation Account” shall mean that portion of the Trust Fund used for bookkeeping purposes to accumulate contributions and pay expenses prior to a quarterly allocation to Participant Retirement Accounts, as set forth in Article XI.
- 3.10 “Custodian” shall mean the individual or individuals, corporation, fund, insurance contract, or the bank or trust company, or any combination thereof, appointed to hold all or part of the Trust Fund pursuant to Article XIII. and includes any successor.
- 3.11 “Designated Termination of Employment” shall be deemed to have occurred with respect

to a Participant if for three (3) consecutive Plan Years such Participant is credited with less than one hundred (100) Hours of Credited Service in each of such three (3) consecutive Plan Years; PROVIDED, HOWEVER, a Designated Termination of Employment shall not be deemed to have occurred if a Participant is not credited with one hundred (100) Hours of Credited Service because he is absent from employment during three (3) consecutive Plan Years by reason of service in the armed forces of the United States, if such Employee is entitled to reemployment rights and meeting any other requirements imposed by the Uniformed Services Employment and Reemployment Rights Act of 1994, as amended from time to time. Notwithstanding any provision of this Plan to the contrary, contributions, benefits, and service credit with respect to military service will be provided in accordance with Code §414(u). In addition, if a Participant dies on or after January 1, 2007, while performing qualified military service as defined in Code §414(u)(5), the period of such qualified military service shall be counted and contributions shall be credited to his account, both in accordance with the preceding provisions of this Section 3.11, as if such Participant had resumed covered employment on the day preceding the day on which the Participant died, and had then terminated covered employment by reason of his death.

Further provided, a Designated Termination of Employment shall not be incurred if the Participant is on a “maternity or paternity” leave of absence. A “maternity or paternity leave of absence” shall mean, an absence from work for any period by reason of the Employee’s pregnancy, birth of the Employee’s child, placement of a child with the Employee in connection with the adoption of such child, or any absence for the purpose of caring for such child for a period immediately following such birth or placement. For this purpose, Hours of Credited Service shall be credited for the computation period in which the absence from work begins, only if credit is necessary to prevent the Employee from incurring a Designated Termination of Employment, or in any other case, in the immediately following computation period. The Hours of Credited Service credited for a “maternity or paternity” leave of absence shall be those which would normally have been credited but for such absence, or, in any case in which the Board is unable to determine such hours normally credited, eight (8) Hours of Credited Service per day. The total Hours of Credited Service required to be credited for a “maternity or paternity leave of absence” shall not exceed one hundred one (101).

“Designated Termination of Employment” shall also be deemed to have occurred with respect to a Participant who following a third offense was permanently excluded from employment through any and all Hiring Halls in the Port under the provisions of the Management-ILA Program for Drug and Alcohol Abuse.

- 3.12 “Direct Rollover” shall mean a payment by the Plan to the Eligible Retirement Plan specified by the Distributee.
- 3.13 “Distributee” shall mean any of the following persons:
- (a) a Participant;

- (b) the surviving Spouse of a Participant who is eligible to receive a distribution on account of the death of the Participant; or
- (c) the Spouse or former Spouse of a Participant who is eligible to receive a distribution by reason of being an Alternate Payee pursuant to a qualified domestic relations order as defined by Code §414(p).
- (d) Effective for distributions on or after June 1, 2010, this term shall include a non-Spouse beneficiary of a Participant who is eligible to receive a distribution on account of the death of the Participant.

3.14 “Effective Date” shall mean the Plan’s original effective date of October 1, 1993.

3.15 “Election Period” shall mean a period beginning no earlier than ninety (90) days and ending no later than thirty (30) days before a distribution is to be made from the Plan. While a Participant shall have at least thirty (30) days before a distribution is to be made from the Plan to make a benefit form election, a Participant may waive the thirty (30)-day period provided the Participant elects such distribution no earlier than seven (7) days after being provided with the notice required by Code §402(f).

3.16 “Eligible Retirement Plan” shall mean:

- (a) an individual retirement account described in Code §408(a);
- (b) an individual retirement annuity described in Code §408(b) (other than an endowment contract);
- (c) an annuity plan described in Code §403(a);
- (d) an annuity contract described in §403(b);
- (e) an eligible deferred compensation plan described in Code §457(b) which is maintained by an eligible employer described in Code §457(e)(1)(A), provided the plan agrees to separately account for amounts rolled into such plan; or
- (f) a qualified trust under Code §401(a) which is exempt from tax under §501(a) of the Code, which permits acceptance of an Eligible Rollover Distribution.
- (g) Pursuant to questions and answers 1 through 7 of IRS Notice 2008-30 (2008-12 I.R.B. 637), effective for distributions made on or after January 1, 2008, an eligible retirement plan shall also include a Roth IRA described in Code § 408A; however, the Board of Trustees shall not be responsible for assuring the Distributee is eligible to make a rollover contribution to a Roth IRA.

In the case of an Eligible Rollover Distribution to a surviving Spouse or Alternate Payee, an Eligible Retirement Plan means a plan described in subsections (a) through (g) above.

Effective June 1, 2010, in the case of a non-Spouse beneficiary an Eligible Retirement Plan means an individual retirement account described in Code §408(a), an individual retirement annuity described in Code §408(b), or a Roth IRA described in Code §408A, that is established on behalf of the designated beneficiary to receive a direct rollover and that will be treated as an inherited IRA pursuant to the provisions of Code §402(c)(11).

In the case of an Eligible Rollover Distribution that includes after-tax Voluntary Employee Contributions, a Distributee may only roll the after-tax Voluntary Employee Contributions over in a Direct Rollover, and only to: an individual retirement account described in Code §408(a); an individual retirement annuity described in Code §408(b); or, effective October 1, 2007, in the case of a Distributee other than a non-Spouse beneficiary, a qualified trust or Code §403(b) annuity contract, provided that the trust or contract agrees to separately account for any after-tax amount so transferred (and any earnings thereon).

3.17 “Eligible Rollover Distribution” shall mean any distribution to a Distributee of all or any portion of the balance to the credit of the Distributee, except such term shall not include:

- (a) any distribution which is one of a series of substantially equal periodic payments (not less frequently than annually) made over any of the following periods:
 - 1. the life of the Distributee (or joint lives of the Distributee and the Distributee’s designated beneficiary); or
 - 2. the life expectancy of the Distributee (or joint life expectancies of the Distributee and the Distributee’s designated beneficiary); or
 - 3. a specified period of ten (10) years or more.
- (b) any distribution to the extent such distribution is required under §401(a)(9) of the Code.
- (c) any loan to a Participant which is in default and which is deemed to have been distributed to the Participant pursuant to the provisions of §72(p) of the Code.

3.18 For Plan years on or before September 30, 2009, “Employee” shall mean (a) each individual who now or hereafter is employed as a Longshoreman, Clerk or Linehandler

in the industry and is a member of the ILA and for whom an Employer makes contributions to the Trust Fund and (b) a Union Representative. Effective October 1, 2009, "Employee" shall mean (a) any individual who was an "Employee" at any time on or before September 30, 2009, (b) an individual who is employed as a Longshoreman, Clerk, or Linehandler in the industry, and is a member of the bargaining unit represented by the ILA for whom an Employer is required to make contributions to the Trust Fund under the terms of a collective bargaining agreement, and (c) a Union Representative.

- 3.19 "Employer" shall mean an employer-member of the BSA obligated under the terms of a collective bargaining agreement with the Union. "Employer" shall also mean the Board of Trustees, employee benefit fund, and/or the Union where applicable.
- 3.20 "ERISA" shall mean the Employee Retirement Income Security Act of 1974, as amended from time to time.
- 3.21 "Entry Date" shall mean the first day an Employee completes an Hour of Credited Service.
- 3.22 "Fiduciary" shall mean the Board.
- 3.23 "Hour of Credited Service" shall mean each hour for which an Employee is directly paid for the performance of duties as an Employee for the Employer or Union. These hours shall be credited to the Employee for the computation period in which the duties are performed.
- 3.24 "ILA" or "Union" shall mean the International Longshoremen's Association, AFL-CIO, or Local Union 799, 800, 805, 1066, or 1604 of the ILA, AFL-CIO.
- 3.25 "Leave of Absence" shall mean any leave of absence granted by an Employer without pay in accordance with reasonable standards and policies adopted by the Board and uniformly observed and consistently applied and shall include, by way of illustration and not limitation, leaves of absence granted because of illness of the Employee or his family members, vacations, and pursuit of education or vocational study.
- 3.26 "Limitation Year" shall mean the Plan Year.
- 3.27 "Maximum Annual Addition" shall mean with respect to a Participant for any Limitation Year beginning on or after October 1, 2007, an amount that shall in no event exceed the limits determined in accordance with §415 of the Code and the Treasury Regulations thereunder. If a short Limitation Year is created because of an amendment changing the Limitation Year to a different twelve (12)-consecutive-month period, the Annual Addition to a Participant's account shall not exceed the Maximum Annual

Addition described in this Section 3.27 multiplied by the number of months in the short Limitation Year, divided by twelve (12).

- 3.28 “Normal Retirement Age” shall mean the later of age sixty-five (65) and the fifth (5th) anniversary of the date the Participant commenced participation in the Plan.

“Normal Retirement Date” shall mean the first day of the month coincident with or next following Normal Retirement Age.

Effective October 1, 2009, “Early Retirement Age” shall mean age sixty-two (62) and the completion of twenty-five (25) Years of Service.

- 3.29 “Participant” shall mean an Employee who has met the requirements of eligibility to participate in the Plan.

- 3.30 “Participant Retirement Account” shall mean the individual account established for each Participant for the investment of allocations from the Contribution Accumulation Account and Voluntary Employee Contributions, if any, as provided in Article XIII.

- 3.31 “Plan” shall mean the Retirement Account Plan, as described herein.

- 3.32 “Plan Administrator” shall mean the Board.

- 3.33 “Plan Year” shall mean a twelve (12)-month period beginning each October 1.

- 3.34 “Qualified Offset Order” shall mean a Qualified Order which expressly provides for the offset of all or part of the amount ordered or required to be paid to the Plan by such Qualified Order, against a Participant’s benefits provided under the Plan. A “Qualified Order” means (1) a judgment of conviction for a crime involving the Plan, (2) a civil judgment (including a consent order or decree) entered by a court in an action brought in connection with a violation (or alleged violation) of part 4 of Title I of ERISA, or (3) a settlement agreement between the Secretary of Labor and a Participant in connection with a violation (or alleged violation) of part 4 of Title I of ERISA by a fiduciary or any other person; provided, however, that such judgment, order, or decree was issued, or such settlement agreement entered into, on or after August 5, 1997.

- 3.35 “Spouse” shall mean an individual who is lawfully married to a Participant. Effective June 26, 2013, this term shall include an individual of the same sex as the Participant to whom the Participant is legally married under the laws of the state in which the marriage was celebrated.

- 3.36 “Trust Agreement” shall mean the Agreement and Declaration of Trust of the Boston Shipping Association – International Longshoremen’s Association Retirement Account Plan effective October 1, 1993 and as from time to time amended.

- 3.37 "Trust Fund" shall mean a fund held by the Board of Trustees to which Employers will make regular deposits as provided hereunder.
- 3.38 "Union Representative" shall mean a member of the ILA, who at some time has performed an Hour of Credited Service for an Employer, now serving as a Business Agent or employee of an employee benefit fund whose duties are performed in whole in the Port of Boston and vicinity.
- 3.39 "Voluntary Employee Account" shall mean the accumulated value of an Employee's Voluntary Employee Contributions adjusted for investment credits.
- 3.40 "Voluntary Employee Contribution" shall mean any amount contributed to the Plan by an Employee or Union Representative during the Plan Year.
- 3.41 "Year of Service" shall with respect to a Participant mean any Plan Year during which such Participant has completed at least one hundred (100) Hours of Credited Service as a Longshoreman, Clerk, Linehandler, or Union Representative.

ARTICLE IV

PURPOSE

The purpose of this Plan is to provide retirement benefits for the Participants. It is intended that the Plan will be for the exclusive benefit of Participants, their lawfully married Spouses, or designated beneficiaries. It is further intended that the Plan will constitute a qualified profit sharing plan within the meaning of §401(a) of the Code, as amended, and such intention shall be given great weight and consideration in the interpretation and construction of the provisions hereof.

ARTICLE V

ELIGIBILITY

- 5.1 Any Employee shall be eligible for participation in the Plan as of the Effective Date of this Plan and thereafter on his Entry Date. For new Participants, effective October 1, 2009, an Employee may become a Participant upon completion of no fewer than four hundred (400) Hours of Credited Service in a Plan Year.
- 5.2 Each Employer shall advise the Board as to the Employees who are eligible to participate in the Plan. In the event that any question arises as to the eligibility of any Employee, the decision of the Board as to such Employee's eligibility shall be binding

upon the Employers, the Employees, the Participants, the Spouses, the beneficiaries, and any and all other persons having an interest hereunder.

- 5.3 Each Participant shall furnish to the Board all pertinent information required for the administration of the Plan. The Board shall rely upon all such information so furnished.

ARTICLE VI

RETIREMENT BENEFITS

- 6.1 A Participant who retires on his Normal Retirement Date shall be entitled to receive the balance in his Participant Retirement Account in cash. A Participant is 100% vested in his Participant Retirement Account balance upon attainment of Normal Retirement Age.
- 6.2 Notwithstanding Section 6.1, above, effective October 1, 2004, a Participant who: i) retires on or before March 31, 2005; and ii) has attained age fifty-eight (58); and iii) has been credited with at least twenty-five (25) Years of Service, shall be entitled to receive the balance in his Participant Retirement Account in cash. A Participant who elects to receive said early retirement benefit under this Section shall be 100% vested in his Participant Retirement Account balance upon satisfaction of the eligibility requirements stated in this Section. No election to receive an early retirement benefit under this Section shall be valid if such election is made after March 31, 2005.

ARTICLE VII

DEATH BENEFITS

- 7.1 In the event of the death of a Participant the balance in his Participant Retirement Account shall be paid in cash to the lawfully married Spouse of the Participant or, if the Spouse has consented in writing to the Participant's selection of a beneficiary other than the Spouse, to the Participant's designated beneficiary.
- 7.2 If on the date of the Participant's death he shall not have been lawfully married, the balance in his Participant Retirement Account shall be paid to a designated beneficiary or to the Participant's estate.

ARTICLE VIII

DISABILITY BENEFITS

In the event that a Participant becomes totally and permanently disabled from further covered employment, such Participant shall be entitled to receive the balance in his Participant

Retirement Account in cash. For purposes of this Article, "covered employment" means being actively employed by one or more of the Employers within the Boston Shipping Association as a Longshoreman, Clerk, or Linehandler, or being actively employed as a Union Representative under the terms of a participation agreement. The Board, upon competent medical evidence, shall be the sole judge of whether a Participant is totally and permanently disabled. This determination shall be made in accordance with the claim denial and review procedures outlined in Section 14.11.

ARTICLE IX

TERMINATION OF EMPLOYMENT

- 9.1 A Participant who incurs a Designated Termination of Employment shall be entitled to receive the balance in his Participant Retirement Account in cash in the month following the determination of a Designated Termination of Employment.
- 9.2 If, after a Participant terminates his employment and receives the balance of his Participant Retirement Account, he shall once again become an Employee, then he shall again become a Participant on the first Entry Date thereafter.
- 9.3 Each Employee who becomes a Participant in this Plan shall be 100% vested in his Participant Retirement Account as of his Entry Date.

ARTICLE X

PAYMENT OF BENEFITS

- 10.1 The balance in a Participant's Participant Retirement Account shall be distributed in cash, following the end of the quarter when the Participant retires, incurs a Designated Termination of Employment, becomes totally and permanently disabled, or dies. Unless the Participant elects otherwise, no such distribution shall be delayed beyond the sixtieth (60th) day after the close of the Plan Year in which occurs the latest of the following events:
 - (a) the Participant attains age sixty-five (65), or Normal Retirement Age;
 - (b) the tenth (10th) anniversary of the year in which the Participant commenced participation in the Plan; or
 - (c) the Participant terminates service with an Employer.
- 10.2 Notwithstanding any provision in this Plan to the contrary, the provisions of this Section 10.2 shall apply for purposes of determining required minimum distributions for calendar years beginning on or after January 1, 2003.

- (a) All distributions required under this Section 10.2 shall be determined and made in accordance with §401(a)(9) of the Code (including the incidental death benefit requirement of §401(a)(9)(G)), the Treasury Regulations thereunder, and any applicable guidance issued by the IRS; though, notwithstanding any other provision in this Section 10.2, distributions may be made under a designation made before January 1, 1984 in accordance with §242(b)(2) of the Tax Equity and Fiscal Responsibility Act (TEFRA) and the provisions of the Plan that relate to TEFRA §242(b)(2).
- (b) A Participant's benefits shall be distributed to him, or begin to be distributed to him, no later than April 1 of the calendar year following the calendar year in which he reaches age seventy and one-half (70½), and shall be paid over the life of the Participant (or the lives of the Participant and his designated beneficiary) or the life expectancy of the Participant (or the joint life expectancies of the Participant and his designated beneficiary).
- (c) If a Participant dies before distributions have begun, his entire interest shall be distributed as provided in Article VII.
- (d) If a Participant dies after distributions have begun, his entire interest shall be distributed as provided in Article VII.
- (e) Temporary Waiver of 2009 Required Minimum Distributions: The foregoing provisions of this Section 10.2 notwithstanding, a Participant or beneficiary who would have been required to receive required minimum distributions for 2009 – including amounts that would have been first required minimum distributions payable in 2010 – but for the enactment of §401(a)(9)(H) of the Code (“2009 RMDs”), and who would have satisfied that requirement by receiving distributions that are (1) equal to the 2009 RMDs or (2) one or more payments in a series of substantially equal distributions (that include the 2009 RMDs) made at least annually and expected to last for the life (or life expectancy) of the Participant or the joint lives (or joint life expectancy) of the Participant and his designated beneficiary, or for a period of at least ten (10) years (“Extended 2009 RMDs”) will not receive such distributions unless the Participant or beneficiary chooses to receive them. The Participants and beneficiaries described in the preceding sentence will be given the opportunity to elect to receive the distribution(s) described in the preceding sentence. Notwithstanding Section 3.17 of the Plan, and solely for purposes of applying the direct rollover provision of the Plan, 2009 RMDs and Extended 2009 RMDs will be treated as Eligible Rollover Distributions in 2009.

10.3 Eligible Rollover Distributions:

- (a) For any distribution which is an Eligible Rollover Distribution, the Distributee may elect during the Election Period to have all or any portion of the Eligible Rollover Distribution transferred directly by this Plan to an Eligible Retirement Plan in a Direct Rollover subject to the procedures set forth in this Section.
- (b) The Distributee shall make an election within the Election Period on such forms as the Board may reasonably require, which shall include therein the explanation required by Code §402(f). If the Distributee elects the Direct Rollover, the Distributee shall be required to specify the Eligible Retirement Plan to which the Eligible Rollover Distribution is to be paid.
- (c) If the Distributee fails to make an affirmative election within the Election Period or fails to specify such information as required to accomplish the Direct Rollover, the Distributee shall be deemed to have elected not to directly rollover the distribution, provided that the Distributee has received an explanation of the direct rollover option required under Code §402(f) within the Election Period.
- (d) The Distributee may revoke his prior election in writing at any time before the transfer of such Eligible Rollover Distribution to the Eligible Retirement Plan or distribution to the Distributee. No revocation shall be deemed effective until actually received by the Board. The number of revocations shall not be limited.
- (e) The Distributee may elect to directly roll over only a portion of an Eligible Rollover Distribution, provided however that the amount directly rolled over shall not be less than \$500.00.
- (f) A Distributee shall not be eligible to elect this Direct Rollover option with respect to any Eligible Rollover Distributions from the Plan during any calendar year if such distribution(s) are reasonably expected to total less than \$200.00 for such calendar year.

10.4 If so provided in a qualified domestic relations order ("QDRO"), as defined in Code §414(p), the benefit assigned to the Alternate Payee pursuant to such QDRO shall be paid to the Alternate Payee in a lump sum as soon as reasonably practicable following the Plan's determination that the order qualifies as a QDRO (even if the Participant is not entitled to a lump sum distribution, or any benefit distribution, at the time of the distribution to the Alternate Payee).

ARTICLE XI

CONTRIBUTION ACCUMULATION ACCOUNT

- 11.1 The Employers and the Union with respect to its Union Representatives shall pay the full cost of the Plan. Each Employer and Union shall contribute to the Fund in intervals and amounts determined from time to time by the applicable collective bargaining agreements and/or participation agreements.
- 11.2 All amounts contributed by Employers and the Union shall be irrevocable. Under no circumstances whatsoever shall any part of the Contribution Accumulation Account, any Participant Retirement Account, or the Trust Fund be used for, or diverted to, purposes other than for the exclusive benefit of the Participants and their Spouses and/or beneficiaries as herein provided.
- 11.3 The contributions made during each calendar quarter shall be held in the Contribution Accumulation Account for the purpose of accumulation and payment of expenses necessary to maintain the Plan.

ARTICLE XII

VOLUNTARY EMPLOYEE CONTRIBUTIONS

- 12.1 An Employee or a Union Representative may, subject to the Maximum Annual Addition, deposit directly to the Trust Fund additional after-tax Voluntary Employee Contributions once each quarter of the Plan Year.
- 12.2. Each Voluntary Employee Contribution shall be accompanied by a deposit form prescribed by the Board of Trustees that will indicate the investment outlet(s) into which the deposit is to be invested. Voluntary Employee Contributions shall be segregated in a Participant's Voluntary Employee Account so as to distinguish such account balance from his Participant Retirement Account balance that is attributable to Employer contributions.
- 12.3 Voluntary Employee Contributions shall be 100% vested at all times.
- 12.4 A Participant may elect to withdraw all or any portion of his Voluntary Employee Account once during any twelve (12)-month period.
- 12.5 A Participant who withdraws any Voluntary Employee Contributions shall be precluded from making any additional Voluntary Employee Contributions for a period of one (1) year.

- 12.6 Any expenses incurred by the Trust in collecting, administering, or disbursing Voluntary Employee Contributions shall be funded by withdrawals from individual Participant Retirement Accounts as incurred.
- 12.7 If, as a result of erroneous compensation estimates, a Participant makes Voluntary Employee Contributions which result in an Annual Addition that exceeds the Maximum Annual Addition, such excess shall be refunded to the Participant along with investment earnings thereon.

ARTICLE XIII

PARTICIPANT RETIREMENT ACCOUNTS

- 13.1 A Custodian or fund shall be appointed by the Board to hold and administer the Trust Fund. The Custodian so appointed shall serve at the pleasure of the Board and shall have such rights, powers, and duties as are set forth in the Custodial Agreement. The Custodial Agreement, when entered into, shall form a part of the Plan.
- 13.2 At no time prior to the satisfaction of all liabilities of the Plan with respect to the Participants shall any part of the corpus or income of the Trust Fund be used for or diverted to any purpose other than the exclusive benefit of Participants and/or their beneficiaries.
- 13.3 Allocation of any balance in the Contribution Accumulation Account to individual Participant Retirement Accounts may be made within ninety (90) days of the end of each calendar quarter (12/31, 3/31, 6/30, 9/30), but in no event shall the allocation be made later than ninety (90) days after the end of the Plan Year. The Board of Trustees will allocate any balance in the Contribution Accumulation Account to individual Participant Retirement Accounts based on the ratio that a Participant's Hours of Credited Service during the quarter(s) or year being allocated bears to the total of all Participants' Hours of Credited Service for such quarter(s) or year.
- 13.4 As soon as practicable after acceptance by the Board of Trustees, Voluntary Employee Contributions will be allocated to a Participant's Voluntary Employee Account and will be invested in the investment outlet or outlets selected by the Participant in the form and manner prescribed by the Board of Trustees.
- 13.5 In addition to any other limitation set forth in the Plan, and notwithstanding any Plan provisions to the contrary, effective for Limitation Years beginning on or after October 1, 2007, Annual Additions under the Plan shall be limited in accordance with §415 of the Code and the Treasury Regulations thereunder, in accordance with this Section. This Section 13.5 incorporates the requirements of Code §415 by reference, except as otherwise specified herein.

- (a) Definitions: For purposes of this Section 13.5, the following terms shall have the following meanings.
 - (i) “415 Compensation” shall have the meaning given at Section 3.8.
 - (ii) “Limitation Year” shall have the meaning given at Section 3.26; that is, the Plan Year.
 - (iii) “Severance from Employment” shall mean the time at which a Participant is no longer employed by any Employer maintaining the Plan.
- (b) Limit on Annual Additions: If a Participant’s total Annual Additions for a Limitation Year beginning on or after October 1, 2007, would exceed the Maximum Annual Addition (as defined at Section 3.27) for that Limitation Year, Annual Additions with respect to that Participant shall be frozen or reduced so that they do not exceed the Maximum Annual Addition for that Limitation Year.
- (c) Plan Aggregation: For purposes of applying the limits of this Section 13.5, if a Participant also participates in another tax-qualified defined benefit plan of any Employer that is not a multiemployer plan, only the benefits under this Plan that are provided by that Employer are aggregated with the benefits under such other plan. In the event that the aggregate benefit accrued by a Participant in any Plan Year exceeds the limits under §415 of the Code and the Treasury Regulations thereunder as a result of the mandatory aggregation of the benefits under this Plan with the benefits under another plan maintained by an Employer, the benefits of this Plan shall be reduced to the extent necessary to comply with §415 of the Code and the Treasury Regulations thereunder.
- (d) General:
 - (i) To the extent that a Participant’s Annual Additions are subject to provisions of §415 of the Code and the Treasury Regulations thereunder that have not been set forth in the Plan, such provisions are hereby incorporated by reference into this Plan and for all purposes shall be deemed a part of the Plan.
 - (ii) This Section 13.5 is intended to satisfy the requirements imposed by §415 of the Code and the Treasury Regulations thereunder and shall be construed in a manner that will effectuate this intent. This Section 13.5 shall not be construed in a manner that would impose limitations that are more stringent than those required by §415 of the Code and the Treasury Regulations thereunder.

- (iii) If and to the extent that the rules set forth in this Section 13.5 are no longer required for qualification of the Plan under §401(a) and related provisions of the Code and the Treasury Regulations thereunder, they shall cease to apply without the necessity of an amendment to the Plan.
 - (iv) The terms used in this Section 13.5 that are not otherwise expressly defined for this Section, shall be defined as provided in the Plan, or if not defined in the Plan, shall be defined, interpreted, and applied for purposes of this Section 13.5 as prescribed in §415 of the Code and the Treasury Regulations thereunder.
- 13.6 Allocations made at the end of each quarter or at the end of the Plan Year will be invested in the investment outlet or outlets selected by the Participant in the form and manner prescribed by the Board of Trustees. In the event that a Participant does not have a contribution allocation election in effect, the Board of Trustees will direct that allocations be made to a designated investment outlet selected by the Trustees for such purpose in accordance with ERISA §404(c)(5). A Participant may change his investment allocation election prior to the last day of any quarter.
- 13.7 At the end of each calendar quarter (12/31, 3/31, 6/30, 9/30), the Board of Trustees will establish the fair market value of all investment funds maintained under the Plan. The balance in each Participant Retirement Account and Voluntary Employee Account shall be adjusted to reflect all investment appreciation (or depreciation), income and realized gains (or losses) in proportion to the account balance in an investment fund divided by the total balance of all account balances in the investment fund for the quarter.
- 13.8 Prior to the last day of any quarter, a Participant may elect to reappportion the investment of his Participant Retirement Account. Such election shall be made in the form and manner prescribed by the Board of Trustees.

ARTICLE XIV

ADMINISTRATION OF THE PLAN

- 14.1 The Retirement Account Plan shall be administered by a Board of Trustees, seven (7) members of which shall be appointed by the employer-members of the BSA, and seven (7) members of which shall be appointed by ILA. These members shall serve without compensation from the Trust Fund, but shall be reimbursed for all reasonable and necessary expenses which they incur in the performance of their duties as members of the Board. In the event of a deadlock on any question before the Board, including a question of the amendment of the Plan pursuant to Section 15.1 and 15.2, an impartial umpire shall be selected by the mutual agreement of the BSA and ILA members of the Board to cast the deciding vote on such questions. If the parties cannot agree on the

selection of an impartial umpire, the American Arbitration Association shall make such selection.

- 14.2 Either the BSA for the employer-members or the ILA at any time may remove a member appointed by it and may appoint a member to fill any vacancy, whether due to death, resignation, removal, or any other cause, among the members appointed by it. Both the BSA and ILA shall notify each other and each member of the Board in writing of the members respectively appointed by them, and upon such notice any such appointments shall be effective.
- 14.3 The Board shall have such powers as are necessary and proper for the administration of the Plan, including but not limited to the following:
- (a) To make and enforce by-laws for its own government and such rules and regulations as it shall deem necessary and proper for the efficient operation of the Plan, and to decide such questions as may arise in connection with the operation of the Plan;
 - (b) To demand, collect, and receive all Employer contributions and to hold the same until applied to the ultimate purposes herein provided for and to take such steps, including the institution and prosecution of, or the intervention in, any proceeding at law or in equity or in bankruptcy as may be necessary or desirable to effectuate the collection of such Employer contributions;
 - (c) To adopt a policy and method of collection of delinquent Employer contributions, which policy and method are to be deemed a part of this Plan and to be binding on all Employers participating hereunder;
 - (d) To prescribe procedures to be followed by Employees in filing applications for benefits, and for the furnishing and verification of evidence necessary to establish Employees' rights to benefits under the plan;
 - (e) To make determinations as to the rights of any Employee applying for retirement benefits;
 - (f) To develop procedures for the establishment, compilation, tabulation, and analysis of employment records and for the determination, in accordance with the provisions of the Plan, of the number of Hours of Credited Service credited to Employees;
 - (g) To obtain from any Employer, the BSA, the Union, any Employee or former Employee, any government agency, or any other person or body, such information as shall be necessary for proper administration of the Plan;

- (h) To authorize and to make payments from the Trust Fund to persons entitled to retirement benefits under the Plan;
 - (i) To prepare and distribute in such manner as the Board determines to be appropriate information explaining the Plan;
 - (j) To furnish to the BSA and to the ILA, upon request, such reports with respect to the administration of the Plan as are reasonable and appropriate;
 - (k) To obtain and analyze reports on receipts and disbursements of the Fund; to keep books of account and records of all transactions of the Board and the members of the Board acting as such; and to provide for such actuarial evaluations of the Plan as the Board shall deem desirable;
 - (l) To pay from the Trust Fund all reasonable expenses of collecting the Employer contributions and administering the Plan, including, but not limited to, all expenses which may be incurred in connection with the establishment of the Plan, the purchase or lease of such office space, materials, supplies, and equipment, and the employment of such administrative, legal, expert, and clerical assistance as the Board, in its discretion, finds necessary or appropriate in the performance of its duties;
 - (m) To require that the Union, Employers, and Employees supply any eligibility and employment information necessary for Plan administration within thirty (30) days of the request for such information or data by the Board;
 - (n) To prepare and file, or cause to be prepared and filed, all tax returns, reports, and related documents that are necessary for the proper administration of the Plan.
- 14.4 The Board shall have the books of account and records of the Plan audited by a certified public accountant from time to time as the Board shall determine, but at least annually. A statement of the results of such audit shall be available for inspection by interested parties at such office or offices as the Board shall establish.
- 14.5 The Board shall have power to set up such reserves as it may deem wise for the effectuation of the purpose of the Plan.
- 14.6 To constitute a quorum for the transaction of business, there shall be required to be present at any meeting of the Board eight (8) members of which there must be at least four (4) ILA members of the Board and four (4) BSA members of the Board. At all meetings of the Board, the BSA members shall have an equal total of seven (7) votes and the ILA members shall have a total of seven (7) votes; the votes of any absent member being divided equally between the members present appointed by the same party. Decisions of the Board shall be by a majority of the votes cast.

- 14.7 The Board and any of its members shall be entitled to rely upon the correctness of any information furnished by the BSA, the Union, and any Employer.
- 14.8 Neither the Board nor any of its members, nor the Union, nor any officer or any other representative of the Union, nor the BSA, nor any officer or other representative of any Employer, shall be liable to any person whatsoever because of any act or failure to act on the part of the Board, or any of its members, except that nothing herein shall be deemed to relieve any such individual from liability for his own fraud or bad faith.

Neither any Employer, the BSA, nor the Union shall be liable in any respect for any of the obligations of any members of the Board because such members are officers of, or in any way associated with, any Employer, the BSA, or the Union, it being understood that each of the members of the Board designated as a representative either of the Employers or of the Union acts as a representative in a statutory sense only and not as agent of any person, firm, corporation, or organization.

- 14.9 The Board may delegate any of its ministerial powers or duties to any agent or employee engaged by the Board or to any one or more of the members of the Board.
- 14.10 Except as provided by ERISA all decisions of the Board, including all those made in the interpretation and administration of the Plan, shall be conclusive, final, and binding.
- 14.11 Except as otherwise provided in Article X, Section 10.2, above, a participant who is entitled to payment of benefits may receive payment only after making an application for benefits in the manner and form prescribed by the Board of Trustees. Any Participant, Spouse, or beneficiary ("Claimant") may make a request for benefits by delivering a written notice to the Board of Trustees in which a claim for benefits is made. The notice shall set forth the name of the Claimant, and the type of benefit for which the claim is made, together with any other information the Board of Trustees may specify. Initial review of a claim for Disability Benefits as described in Article VIII of the Plan will first be directed to the Fund Administrator, not the Board of Trustees.

The Plan must inform the Claimant of whether the claim will be satisfied or wholly or partially denied within ninety (90) days of receiving the written notice. If the Plan determines that an extension is needed, written notice of the extension (not to exceed ninety (90) days) shall be furnished to the Claimant, which indicates the special circumstances requiring the extension and the date by which a decision is expected to be made. If the Fund Administrator denies a claim for Disability Benefits, as described in Article VIII of the Plan, however, it must inform the Claimant of the denial within forty-five (45) days of receiving the written notice of claim. This period may be extended by up to thirty (30) days if the Plan Administrator determines that the extension is necessary and notifies the Claimant, before the end of the initial forty-five

(45)-day period, of the circumstances requiring the extension and the date by which a decision is expected to be made.

If the Plan decides to deny a claim, the notice of denial shall set forth the following:

- (a) The specific reason or reasons for the denial.
- (b) Specific references to the pertinent Plan provisions on which the denial is based.
- (c) A description of any material and information necessary to perfect the claim and an explanation of why such material and information is necessary.
- (d) An explanation of the Plan's claim review procedure, including applicable time limits, and the Claimant's right to bring a civil action following an adverse decision on review.

A notice of denial of a claim for Disability Benefits shall also set forth the following:

- (e) If an internal rule, guideline, protocol, or other similar criterion was relied upon in making the adverse decision, either: the rule, guideline, protocol, or other similar criterion; or a statement that such rule, guideline, protocol, or other similar criterion will be provided to the Claimant free of charge upon request; or
- (f) If the adverse decision is based on a medical necessity or experimental treatment or similar exclusion or limit, either an explanation of the scientific or clinical judgment for the decision, applying the terms of the Plan to the Claimant's medical circumstances, or a statement that such explanation will be provided free of charge upon request.

Review of a Claim Denial

For all claims except those for Disability Benefits, as described in Article VIII of the Plan, within sixty (60) days of receiving a notice denying a claim wholly or partially, the Claimant may appeal such denial to the Board for review. Within one hundred and eighty (180) days of receiving a notice denying a claim for Disability Benefits wholly or partially, the Claimant may appeal such denial to the Board of Trustees for review.

The request for a review must be in writing and contain the reasons for which such claim is made. The Claimant shall be required to submit all evidence in support of such claim, whether or not such proof had previously been submitted, and in no event later than the time at which the Board renders a decision on the appeal. The Board shall review the appeal of the Claimant and, if necessary, hold a hearing at which the Claimant may present his reasons for objecting to the denial of the claim.

Such review will take into account all comments, documents, records, and other information submitted by the Claimant relating to the claim, without regard to whether such information was submitted or considered in the initial determination. A Claimant will also be provided, upon written request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the Claimant's claim for benefits. The Claimant may submit written comments, documents, records, and other information relating to the claim for benefits.

The decision by the Board with respect to review shall be made at their next meeting following receipt of the request for review unless (i) the request is filed within thirty (30) days of such meeting, in which case a decision shall be made not later than the second meeting following receipt of the request, or (ii) special circumstances require an extension of time for processing the appeal, such as the need for a hearing, in which case a decision shall be rendered not later than the third meeting after the Board's receipt of a request for review, and written notice of such extension shall be furnished to the Claimant prior to the commencement of the extension.

With respect to a review of a denial of a Disability Benefits claim: (1) the Board's review will not afford deference to the initial adverse benefit determination and will be conducted by an appropriate named fiduciary of the Plan who is neither the individual who made the adverse benefit decision that is the subject of the appeal, nor the subordinate of that individual; (2) in deciding a claim based in whole or in part on a medical judgment, the appropriate named fiduciary shall consult with a health care professional who has appropriate training and experience in the field of medicine involved in the medical judgment; (3) medical or vocational experts whose advice was obtained on behalf of the Plan in connection with the adverse decision will be identified, without regard to whether the advice was relied on in making the decision; (4) the health care professional engaged for purposes of a consultation will be a person who is neither the individual who was consulted in connection with the adverse decision that is the subject of the appeal, nor the subordinate of that person; and (5) there will be an expedited review process in the case of a claim involving urgent care, which permits an oral or written request for an expedited appeal and provides for transmission of all necessary information by telephone, facsimile, or other similarly expeditious method.

The decision of the Board on review shall be written in a manner calculated to be understood by the Claimant and shall include:

- (a) The specific reason or reasons for the denial.
- (b) Specific references to the pertinent Plan provisions on which the denial is based.

- (c) A statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the Claimant's claim for benefits.
- (d) A statement describing any voluntary appeal procedures offered by the Plan and the Claimant's right to obtain information about such procedures, and a statement of the Claimant's right to bring an action under §502(a) of ERISA.

A notice of denial on review of a claim for Disability Benefits shall also include the following:

- (e) If an internal rule, guideline, protocol, or other similar criterion was relied upon in making the adverse decision, either: the rule, guideline, protocol, or other similar criterion; or a statement that such rule, guideline, protocol, or other similar criterion will be provided to the Claimant free of charge upon request;
- (f) If the adverse decision is based on a medical necessity or experimental treatment or similar exclusion or limit, either an explanation of the scientific or clinical judgment for the decision, applying the terms of the Plan to the Claimant's medical circumstances, or a statement that such explanation will be provided free of charge.

The decision of the Board on review shall be final and binding on all interested persons. The decision will be sent to the Claimant as soon as possible and within five (5) days of the date the decision is rendered.

Should any notice sent by the Plan not be received in the time set forth in this Article, the claim shall be deemed denied, and the Claimant may proceed to the next step in the appeal process. Each Participant or beneficiary shall be required to exhaust all remedies provided under the Plan before seeking further appeal.

ARTICLE XV

AMENDMENTS AND DURATION

- 15.1 It is the intention of the BSA and the ILA that this Plan shall be and remain qualified under §401(a) of the Code. The Board may authorize any modification or amendments of this Plan, which may be retroactive, deemed necessary or appropriate in its opinion to qualify or maintain the Plan as a plan meeting the requirements of §401(a) of the Code, as now in effect or hereafter amended, and the regulations issued thereunder.
- 15.2 The Board reserves the right to amend or modify this Plan, in whole or in part, at any time and from time to time. No such amendment shall have the effect of vesting in any Employer or the ILA any right, title, or interest to any assets held under the Trust or of

diverting such assets to purposes other than for the exclusive benefit of Participants and their Spouses and/or beneficiaries. No amendment shall cause the reduction of a Participant's Accrued Benefit except as provided by §412(d)(2) of the Code. In the event that the Plan is amended to change the vesting provision set forth in Section 9.3, all Participants on the effective date of such change shall remain 100% vested in their accrued Participant Retirement Account balances.

- 15.3 This Plan is adopted pursuant to the collective bargaining agreement between Employers and the ILA in effect on October 1, 1993 and successor agreements.
- 15.4 Should the Plan be amended to provide for merger or consolidation with, or transfer of assets or liabilities to, any other plan, each Participant shall, in the event of subsequent plan termination, receive a benefit immediately after the merger, etc., which is equal to, or greater than the benefit he was entitled to immediately before the merger, etc.

ARTICLE XVI

NON-ALIENATION OF BENEFITS

- 16.1 All amounts payable hereunder shall be paid only to the person or persons entitled thereto, and said payments or any interest therein shall not be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, charge, garnishment, execution, or levy of any kind, either voluntary or involuntary, prior to actually being received by the person or persons entitled thereto. Any attempt to anticipate, alienate, sell, transfer, assign, pledge, encumber, charge, or otherwise dispose of any right to amounts payable hereunder shall be void. Neither the Board nor the Trust Fund shall be liable in any manner for, or subject to, the debts, contracts, liabilities, engagements, or torts of any person entitled to benefits hereunder.
- 16.2 Section 16.1 shall not apply to a "qualified domestic relations order" defined in Code §414(p), and those other domestic relations orders permitted to be so treated by the Board under the provisions of the Retirement Equity Act of 1984. The Board shall establish a written procedure to determine the qualified status of domestic relations orders and to administer distributions under such qualified orders. Further, to the extent provided under a "qualified domestic relations order," a former Spouse of a Participant shall be treated as the Spouse or surviving Spouse for all purposes under the Plan.
- 16.3 The Plan shall comply with the provisions of a Qualified Offset Order.

ARTICLE XVII

PLAN TERMINATION

- 17.1 The BSA and ILA reserve the right to terminate the Plan at any time. Subject to applicable requirements of ERISA, if any, governing termination of employee pension plans, the Board shall direct and require the Custodian to liquidate the Trust Fund, or the applicable portion thereof, in accordance with the provisions of this Article.
- 17.2 Upon a complete discontinuance of contributions under the Plan, each affected Participant's Participant Retirement Account shall become fully vested and non-forfeitable.
- 17.3 In no event shall any Employer receive any amounts from the Trust Fund upon termination of the Plan.

ARTICLE XVIII

GOVERNING LAW

This Plan shall be governed, construed, and administered according to the laws of the Employee Retirement Income Security Act.

ARTICLE XIX

PARTICIPANT LOANS

Participants shall be eligible to apply for and receive loans from their Participant Retirement Accounts upon the following terms and conditions:


- 19.1 Fidelity Investments shall be the Administrator of the participant loan program.
- 19.2 Participants must apply on forms provided by the Administrator, and shall sign a legally enforceable loan repayment agreement prior to receiving the loan funds. Repayments must be made via an automatic electronic withdrawal from the Participant's checking or savings account or such other means as the Administrator deems appropriate consistent with applicable federal law and regulations. The Participant shall also sign an assignment of the loan collateral in the event of default or leaving of employment or the trade.
- 19.3 A Participant with a minimum account balance of \$10,000.00 may apply for and receive a loan in a minimum amount of \$1,000.00, but not more than \$50,000.00, or 50% of his/her account balance, whichever is less, and such account balance shall secure the loan, calculated as of the time of the loan.

- 19.4 A Participant may only have one outstanding loan at any one time, but may use part of the proceeds from a second loan to pay off the first.
- 19.5 If the Participant is married, then the Participant's Spouse must also consent to the requested loan in writing, unless such Spouse cannot be located, or unless the Participant and Spouse are legally separated (with a certified copy of the Court order). In the event that the Participant's Spouse is legally incompetent to give consent, the Spouse's legal guardian may give written consent. A Spouse's written consent may not be revoked.
- 19.6 The loan must be repaid in full within five (5) years, unless the loan proceeds are to be used to acquire a principal residence of the Participant. The Administrator shall require a fully-executed purchase and sale agreement in the latter case, and the repayment period in such case shall not exceed ten (10) years.
- 19.7 The loan shall be repaid in substantially level payments of principal and interest during the repayment period, with payments required monthly. A Participant may accelerate the repayment of the loan, or prepay the loan in whole or in part without penalty. The loan balance is due in full whenever the Participant's employment under the Plan ends.
- 19.8 The interest rate shall be prime +1%, adjusted quarterly.
- 19.9 The Administrator, in its discretion but on a nondiscriminatory basis, may permit suspension of payment during a Participant's leave of absence, including a leave of absence for military service, but interest shall accrue during the leave of absence and repayment must still be made within the original repayment period.
- 19.10 When any payment is more than fifteen (15) days late, the Administrator shall forward a notice of default to the Participant. If said payments are not brought up to date within fifteen (15) days thereafter, the Participant shall be in default and the full amount shall be due and owing. The Administrator shall then commence collections actions authorized under federal and state law. If said collection efforts are not successful in a reasonable period of time, then the Administrator shall assess the loan collateral for any amount in arrears plus interest and any costs of collection.
- 19.11 The Administrator shall maintain a record of loans and the repayment of same, and shall provide the Board of Trustees with a report on delinquent loans at the regularly scheduled meetings of the Board of Trustees, or as otherwise requested by the Board.

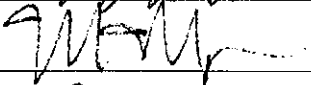
The Board now serving adopts the Plan in the form above set forth and executes this instrument this 21st day of January, 2015.

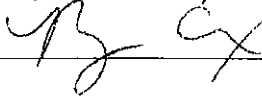
MEMBERS OF BOARD OF TRUSTEES

BSA MEMBERS



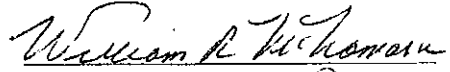
Stephen J. Palmer



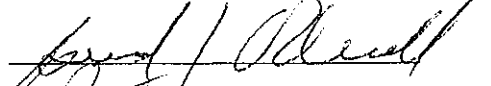


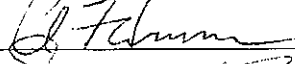
Boston Shipping
Association, Inc.

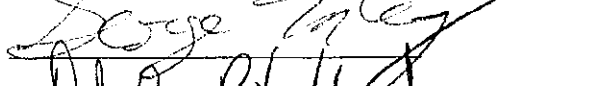
ILA MEMBERS

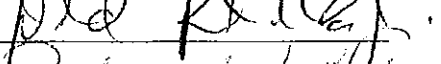


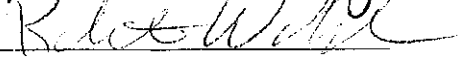
William R. Thomas











International Longshoremen's
Association, AFL-CIO, Boston
