

SUMMARY PLAN DESCRIPTION
OF THE
USMX-ILA MONEY PURCHASE FUND AND SAVINGS PLAN

December 2020

Dear Participant:

We are pleased to provide you with the Summary Plan Description (“SPD”) of the USMX-ILA Money Purchase Fund and Savings Plan (the “Plan”). This booklet contains a description of the type and the extent of benefits provided by the Plan. The complete provisions of the Plan are set forth in the Agreement and Declaration of Trust and Plan.

Your eligibility to become a Participant in the Plan is based on several factors, including the number of years you have worked in the industry and the number of hours you have worked. The specific criteria you must meet to be eligible to be a Participant are explained in greater detail in this SPD. In addition, the amount of the hourly contributions that will be made on your behalf by your employer depends on the Port in which you work. For more specific information concerning the hourly contribution rate in your Port, please contact the Board of Trustees for additional information.

The Plan has received a favorable determination letter from the Internal Revenue Service confirming that the Plan is qualified and tax-exempt.

In the event of any omission in this booklet or any conflict between the content of this booklet and the content of the Agreement and Declaration of Trust and Plan, the terms of the Agreement and Declaration of Trust and Plan will control.

The Agreement and Declaration of Trust and Plan may be reviewed at the Plan Office located at:

125 Chubb Avenue, Suite 350NB
Lyndhurst, New Jersey 07071
(732) 404-3100

You may also obtain a complete copy of the Agreement and Declaration of Trust and Plan from the Plan Office upon payment of a small charge.

We urge you to read this booklet carefully in order to understand your Plan. It is to your advantage to know the provisions of the Plan, regardless of whether your retirement is close at hand or many years in the future.

If you have any questions concerning your eligibility or any other matter relating to the Plan, please contact the Plan Office.

Finally, please be sure to advise the Plan Office of any change of address, marital status, or beneficiary.

Sincerely,

BOARD OF TRUSTEES
USMX-ILA MONEY PURCHASE FUND AND SAVINGS PLAN

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GENERAL INFORMATION

Name of Fund

USMX-ILA Money Purchase Fund and Savings Plan

Employer Identification No. (EIN)

83-2053281

Plan Number

001

Plan Year

The financial records of the Fund and Plan are kept on a 12-month basis ending September 30.

Plan Administrator

The Plan Administrator of the Fund and Plan is the Board of Trustees. The Board of Trustees has entered into an agreement with the Prudential Retirement Insurance and Annuity Company to administer the Fund and Plan on a self-directed, individual-investment-account basis.

Plan Office Address

The Plan has its office at:

125 Chubb Avenue, Suite 350NB
Lyndhurst, New Jersey 07071
(732) 404-3100

Contract Year

A one-year period that begins on October 1 in a calendar year and ends on September 30 of the next calendar year. A Participant's eligibility to participate in the Plan and to receive contributions is based on the hours a Participant works in the Contract Year under the USMX-ILA Master Contract, under a local port or district collective bargaining agreement approved by the Board of Trustees for the Plan to accept contributions, or as an ILA Local Officer.

BOARD OF TRUSTEES

The members of the Board of Trustees who may be contacted through the Plan office are:

Union Trustees

Wilbert Rowell
Kenneth Riley

Management Trustees

Anissa Frucci
John Walsh

COLLECTIVE BARGAINING AGREEMENT AND CONTRIBUTIONS TO THE FUND

United States Maritime Alliance, Ltd. (“USMX”) and the International Longshoremen’s Association, AFL-CIO (“ILA”) are parties to a collective bargaining agreement (the “Master Contract”) under which the Plan was established. Contributions to the Plan are made by Contributing Employers, most of which are members of USMX.

In addition to the Contributing Employers covered by the Master Contract, Contributing Employers can also include an employer covered by the terms of a local port or district collective bargaining agreement between the employer and the ILA or an ILA Local that has been approved by the Board of Trustees in writing in order for the Plan to accept contributions made by such employer. Contributing Employers can also include any ILA Local that represents Employees who are Participants in the Plan in that local port and makes contributions on behalf of its officers who previously worked under the collective bargaining agreement.

Participants may receive, upon written request, a complete list of Contributing Employers.

AGREEMENT AND DECLARATION OF TRUST AND PLAN

The detailed provisions of the Plan are set forth in the Agreement and Declaration of Trust and Plan (the “Trust and Plan”). The Plan has received a favorable determination letter from the Internal Revenue Service confirming that the Plan is qualified and tax-exempt.

The provisions of the Trust and Plan will govern any and all matters relating to its interpretation and application.

Copies of the Trust and Plan are available for examination at the Plan’s Office.

In the following pages, we are presenting for your use, in clear language, a description of the Plan.

PARTICIPANTS

Beginning with the Contract Year starting October 1, 2018, if you meet the criteria outlined below, you will become a Participant in the Plan when you work one (1) hour of Industry Employment for which your employer makes a contribution to the Plan on your behalf. To be eligible to become a Participant in this manner, you must have worked in Industry Employment for the past six (6) consecutive Contract Years (including prior to October 1, 2018) and have worked seven hundred (700) hours for which Employer Contributions are required by the Master Contract or by the terms of a local port or district collective bargaining agreement in each Contract Year or a total of 4,500 contributing total hours over the course of the prior six (6) consecutive Contract Years (including prior to October 1, 2018). Industry Employment is employment covered (i) by the Master Contract, (ii) by a local port collective bargaining agreement between an employer and the ILA or an ILA Local that has been approved by the Board of Trustees of the Plan to accept contributions made by the employer, or (iii) as an officer of the ILA Local that represents employees covered by the Master Contract or by a local port collective bargaining agreement approved by the Board of Trustees for the Plan to accept contributions made by the employer and who are Participants in the Plan, provided the officer previously worked in Industry Employment under the Master Contract or under a local port collective bargaining agreement approved by the Board of Trustees for the Plan to accept contributions from the employer. If you meet the criteria described in this paragraph, you are a Level 1 Employee.

If you do not meet the criteria described in the previous paragraph, you are a Level 2 Employee. Beginning with the Contract Year starting October 1, 2018, you will become a Participant in the Plan when you have completed twelve hundred (1200) or more hours, including at least one (1) hour worked under the Master Contract unless the Board of Trustees otherwise agrees in writing. The calculation of hours is determined after the completion of three (3) Contract Years from the date on which you first complete one hour of Industry Employment on or after October 1, 2018. Assuming you satisfy the twelve-hundred-hour requirement, the earliest date on which you may become a Participant is beginning with the Contract Year starting October 1, 2021.

If you are an ILA Local Officer, beginning with the Contract Year starting October 1, 2018, you will become a Participant as of the date on which you first complete one (1) hour of work for an ILA Local for which your local union makes a contribution to the Plan on your behalf.

A Participant's spouse for purposes of the Trust and Plan is the person to whom a Participant has been married for at least one year from the earlier of (i) the Participant's annuity starting date (the first day of the first period for which an amount is paid as an annuity or in any other form of distribution) or (ii) the Participant's date of death. For purposes of a qualified domestic relations order ("QDRO"), a spouse also means the Participant's former spouse in addition to or in the place of the Participant's current spouse.

The date on which you will become eligible to receive a benefit and the form of the benefit you will receive will be governed by the express provisions of the Trust and Plan which are summarized in this Summary Plan Description ("SPD").

TYPE OF PLAN

The Plan is a self-directed, individual-investment-account, defined-contribution plan.

VESTING

After you begin participating in the Plan as either a Level 1 Employee or a Level 2 Employee, you are 100% vested in all contributions made on your behalf by your employers in that Contract Year. You are also 100% vested in any voluntary contributions you make, which includes both pre-tax and after-tax contributions.

PARTICIPATION AND ACCRUALS

After you become a Participant as a Level 1 Employee, beginning with the Contract Year starting October 1, 2018, you must complete five hundred (500) total hours of employment in each Contract Year to be entitled to receive all the contributions made on your behalf in that Contract Year. After you become a Participant as a Level 2 Employee, you must complete twelve hundred (1200) total hours of employment in the previous three (3) Contract Years to be entitled to receive all the contributions made on your behalf in that Contract Year. This twelve hundred (1200) total hours of employment period begins with the Contract Year starting October 1, 2018. No Level 2 Employees will become eligible to receive those contributions until the Contract Year starting October 1, 2021, assuming they satisfy the twelve hundred (1200) hour requirement. Once you first become a Participant as a Level 2 Employee, you will also be entitled to receive all the contributions made on your behalf in the initial three (3) year period that occurred prior to first becoming a Participant. Beginning with the Contract Year starting October 1, 2018, once a Level 2 Employee becomes a Level 1 Employee, and that Participant has worked at least twelve hundred (1200) or more total hours on and after October 1, 2018, prior to becoming a Level 1 Employee, that Participant will be entitled to receive all contributions to the Plan earned over that time period.

Beginning with the Contract Year starting October 1, 2018, if a Level 1 Employee works thirteen hundred (1300) or more total hours in a Contract Year then that Level 1 Employee will automatically be entitled to receive all the contributions made on their behalf in the following Contract Year (the “Year-In-The-Bank Rule”).

Example: If a Level 1 Employee works 1500 total hours in the Contract Year starting in 2018, then he will automatically be entitled to receive all contributions in the Contract Year starting in 2019. Even if he only works 450 hours in that Contract Year he will still have earned the right to receive the contributions for those hours in the Contract Year starting in 2019.

Beginning with the Contract Year starting October 1, 2018, if a Level 1 Employee satisfies the “Year-In-The-Bank” Rule and then ceases employment in the following Contract Year and begins receiving weekly benefits as a result of a Workers’ Compensation award, then he will be credited with twenty-six (26) hours a week for up to two (2) Contract Years, thereby continuing the

eligibility of that Level 1 Employee for the “Year-In-The-Bank” Rule. No contributions will be made on behalf of a Level 1 Employee based upon the receipt by that Level 1 Employee of weekly benefits as a result of a Workers’ Compensation award.

CONTRIBUTIONS AND INDIVIDUAL ACCOUNTS

Effective October 1, 2018, your employer is required to contribute the amount of \$1.00 per hour for each hour of work under the Master Contract, a collective bargaining agreement between your employer and the ILA or an ILA Local that has been approved by the Board of Trustees to accept contributions from the employer, or as an ILA Local Officer. An additional \$1.00 for each hour of work under the Master Contract will be contributed into your Individual Account starting October 1, 2020.

Level 1 and Level 2 Employees are permitted to contribute to the Plan on a pre-tax and post-tax basis once they have become a Participant as set forth above, subject to the dollar amount limitation set each year by the Internal Revenue Service. Participants may make a pre-tax or post-tax contribution from his or her local container royalty and vacation and holiday benefits paid by a local container royalty or vacation and holiday fund if the Board of Trustees of the Plan receives language in the governing documents for those local plans that permit a Participant to contribute to the Plan.

An Individual Account has been or will be established in each Participant’s name with an insurance company or other investment manager designated to administer the Plan. All contributions and interest earned thereon will be sent to Prudential Retirement Insurance and Annuity Company (“Prudential”), which is the Plan’s investment manager. Such money will be allocated to each Participant’s Account based upon work hours.

Marshall & Moss Administrative Services, Inc. (“Moss”) has been selected by the Board of Trustees to administer the Plan. You will receive a statement of your Individual Account within ten (10) business days of the end of each calendar quarter. You may obtain your Account Balance and make investments and all other Account transactions by calling 1-877-PRU-2100 (1-877-778-2100). This number is for the Participant’s Service Center, which is open Monday through Friday (8:00 a.m. to 9:00 p.m. EST). You may also use the internet for such purposes at www.prudential.com/online/retirement.

INVESTMENTS

Since the Plan is a self-directed, individual-investment-account, defined-contribution plan, you alone are responsible for deciding how the money in your Account will be invested. In this regard, you have the right to choose from a number of basic types of investments with different levels of risk and potential earnings.

You will be provided with the form necessary to choose the manner in which you wish to invest the money in your Account.

If you fail to choose how you want the money in your Account invested, it will automatically be invested in a Qualified Default Investment Alternative Account (“QDIA”) until such time as you decide how you wish to have your money invested.

Neither the Plan nor the Board of Trustees is responsible for any loss which occurs from the investment selections which you make or from your failure to make a selection.

COMMENCEMENT OF BENEFITS

Benefits are payable upon the occurrence of any one of the following events:

- A. You have ceased employment because of: (i) death, (ii) disability, (iii) termination of Industry Employment, or (iv) retirement after age 59 ½;
- B.
 - 1. You have terminated employment in the industry. You will not be considered terminated from employment if you are receiving non-occupational disability benefits, Workers’ Compensation, vacation or holiday pay, are available for work, or are on an authorized leave of absence.
 - 2. Termination of Industry Employment occurs upon the completion of 24 consecutive months following the date that you last had credited hours under the collective bargaining agreement.
- C. On April 1 of the calendar year following the calendar year in which you reach age 72:
 - 1. If you have ceased employment in the industry, you must start receiving a distribution of benefits from your account.
 - 2. If you have worked past age 72, you must wait until you have ceased employment in the industry to start receiving a distribution from your account.

Please Note – Under the tax law, penalties may be imposed by the Internal Revenue Service if you fail to start receiving a distribution of benefits when required. If you are required to start receiving a distribution under the law, you are urged to file your application as soon as you have received a notice from the Plan Office.

The Board of Trustees has the responsibility for determining if your industry employment has terminated.

You have the ability to withdraw the pre-tax and post-tax contributions you made to the Plan after you reach age 59 ½, even if you are still employed in the industry.

Benefits are also payable if the distribution is required by a Qualified Domestic Relations Order, regardless of your age.

FORM OF BENEFITS

When an event listed under the section entitled “Commencement of Benefits” happens, you will be entitled to select from the following forms of benefit payments provided your spouse has agreed to diselect the right to a Joint and Survivor Annuity Benefit:

- A. A single lump-sum payment;
- B. A fixed monthly annuity purchased from an insurance company;
- C. Any other form of annuity purchased from an insurance company;
- D. A rollover into an Individual Retirement Account (“IRA”); or
- E. A rollover into an eligible retirement plan (Participant only).

If your spouse does not sign a diselection form, your spouse will automatically be entitled to a 50% Joint and Survivor Annuity Benefit. You may elect a 75% Joint and Survivor Annuity Benefit for your spouse. Only you, the Participant, may elect to provide this greater benefit. Your spouse does not have to agree with your election of this benefit.

A Joint and Survivor Annuity Benefit provides a benefit to your spouse of either 50% or 75% of the benefit that you would have otherwise received when you retired. The benefit amount that you would have otherwise received during your lifetime will be reduced to reflect the cost of providing a Joint and Survivor Annuity Benefit to your spouse.

PAYMENT TO A PARTICIPANT’S SPOUSE OR BENEFICIARY

You will be given a Designation of Beneficiary Form to fill out. If you are married and you designate a beneficiary other than your spouse, your spouse must consent in writing to such designation by signing a form provided to you by the Plan Office. If your spouse does not consent to the designation of a beneficiary other than your spouse, upon your death, your spouse will be entitled to receive one-half of the balance of your Individual Account. The other half will be paid to your designated beneficiary.

In the event of your death, your spouse and your beneficiary will be entitled to select from one of the following form of benefits:

- A. A single lump-sum payment;
- B. A fixed monthly annuity purchased from an insurance company;

- C. Any other form of annuity purchased from an insurance company; or
- D. A rollover into an IRA.

If your beneficiary (other than your spouse) decides to roll over the beneficiary's share of your Account Balance into an IRA, it must be rolled over on a trustee-to-trustee basis into an "Inherited IRA" by December 31 of the year following your death.

In the event you die with less than \$5,000 in your Individual Account, it will be paid to your designated beneficiary even if your spouse has not consented.

Should you die prior to the time you commence receiving benefits, your spouse and/or your designated beneficiary will be entitled to the money in your Individual Account as adjusted for current contributions and expenses subject to the Joint and Survivor Annuity Benefit.

MANDATORY DISTRIBUTION

The distributee of a beneficiary must, within 90 days of the date of a notice from the Plan, either roll over the Account Balance into an IRA or take a lump-sum distribution. Should the distributee fail to make an election, the Plan will automatically make a lump sum distribution. A lump-sum distribution will be subject to all applicable tax withholding.

APPLYING FOR A BENEFIT

If you are going to retire (or have retired but have not withdrawn or rolled over your Account Balance or purchased an annuity), you should contact Prudential at 30 Scranton Office Park, Scranton, PA 18507, telephone number (877) 778-2100, fax number (570) 340-4328 or use its website - www.prudential.com/online/retirement for the required papers. Prudential will advise you what papers you are required to forward with your application to retire, obtain a distribution from your account, purchase an annuity, or roll over your account.

VALUATIONS OF YOUR ACCUMULATED SHARE/ACCOUNT BALANCE

At such time as you are ready to receive your benefit from the Plan, your "Accumulated Share" (Account Balance) will be determined as follows:

- The balance in your Individual Account as of the 90th day following completion of your application or other event calling for a benefit payment from the Plan;
- Plus all contributions due on your behalf not included in the above; and
- Less any overpayment of contributions to your account and expenses attributable to your account.

JOINT AND SURVIVOR ANNUITY BENEFIT

When an event listed under the section entitled “Commencement of Benefits” happens or you die, a 50% Joint and Survivor Annuity Benefit is automatically provided to your spouse unless you and your spouse deselect this benefit in a writing that is notarized or that is witnessed by a Plan Official. If you and your spouse do not deselect this benefit, the benefit will be paid in the form of a 50% Joint and Survivor Benefit (or a 75% Joint and Survivor Benefit if you so elected).

You will have no fewer than 30 days and no more than 180 days ending on the day on which your benefit commences to elect not to have your spouse covered for the Joint and Survivor Annuity Benefit. You and your spouse have the right to change this decision during this 180-day period. No change can be made if you have received a lump-sum payment from Prudential, have rolled over your Account Balance into an IRA, or have purchased a monthly or other annuity from an insurance company during this 180-day period. No change can be made after the expiration of the 180-day period. For your spouse to be eligible for the Joint and Survivor Annuity Benefit, you must be married for at least one (1) year before the occurrence of an event requiring distribution of your benefit.

If the amount in your account is less than \$5,000, your spouse is not required to consent to the form of benefit you receive.

If you die while actively employed in the industry, your benefit will be paid to your spouse and/or your beneficiary.

ELIGIBLE ROLLOVERS

When you are eligible to begin receiving benefits, you have the right to have your Account Balance, or any part thereof, rolled over into an IRA, a monthly or other retirement annuity, or an annuity plan or eligible retirement plan accepting such rollovers, each of which are more fully described in the Trust and Plan. You cannot roll over your distribution if the total distribution is less than \$200. A qualified distributee cannot elect a rollover with respect to a portion of a distribution that is less than \$500.

If your spouse is your sole beneficiary or one of your beneficiaries, your spouse may roll over, on a trustee-to-trustee basis, your Account Balance or the portion of your Account Balance to which your spouse is entitled, into an IRA.

If someone other than your spouse is your sole beneficiary or one of your beneficiaries, that beneficiary may roll over, on a trustee-to-trustee basis, your Account Balance or the portion of your Account Balance to which the beneficiary is entitled into an “Inherited IRA.”

INVOLUNTARY IMMEDIATE DISTRIBUTIONS

If you have no hours of employment (or credited hours of service based upon non-occupational disability benefits, vacation pay, or holiday pay, or Workers' Compensation) for a period of twenty-four (24) consecutive months and your Account Balance is \$1,000.00 or less, your Account Balance, less income tax withholding required by law, will be distributed to you.

If you have no hours of employment (or credited hours of service based upon non-occupational disability benefits, vacation pay, or holiday pay, or Workers' Compensation) for a period of twenty-four (24) consecutive months and your Account Balance is more than \$1,000.00 but not more than \$5,000.00, you will be notified and given the opportunity to make a Trustee-to-Trustee rollover of your Account Balance. Should you fail to do so within ninety (90) days of the date of notification, your Account Balance will be rolled over, on a trustee-to-trustee basis, into an IRA by Prudential Retirement Insurance and Annuity and you will be so notified.

You will be responsible for all expenses relating to the IRA set up on your behalf.

Any notification given will be by first-class mail.

NON-ASSIGNMENT/NON-ALIENATION OF BENEFITS

You may not borrow against your benefits or use them as security for a loan. In addition, you may not transfer or assign your right to any benefit. No portion of the money held by the Plan can be used for, or diverted to, purposes other than to provide the benefits provided under the Plan. However, benefits due you may be paid to another payee pursuant to a QDRO, as discussed below, or an Internal Revenue Service levy.

A LOAN IS NOT PERMITTED

You may not borrow money from your Individual Account.

AUTHORITY OF THE TRUSTEES

The Board of Trustees shall have sole and absolute discretion and authority: (1) to interpret and construe the terms and provisions of the Trust and Plan and to resolve any ambiguities, inconsistencies, and omissions, (2) to make factual findings in connection with applications for benefits, (3) to delegate specific functions to a third party, (4) to make determinations in the event a dispute arises concerning your Account Balance or the contributions made thereto, and (5) to make other determinations involving application of the provisions of the Trust and Plan. Any discretionary actions taken under the Trust and Plan by the Board of Trustees with respect to the classification of employees, Participants, contributions, or benefits shall be uniform in their nature and applicable to all persons similarly situated.

Any interpretation or construction of the Trust and Plan adopted by the Board of Trustees and all determinations made by it shall be conclusive, final, and binding.

TRUSTEES' RESERVATION OF RIGHTS TO CHANGE OR AMEND THE TRUST AND PLAN

The Board of Trustees hope to continue the Plan indefinitely, but it does have the right to change or discontinue it subject to the provisions of the Employee Retirement Income Security Act of 1974, as amended ("ERISA").

Were the Plan terminated, in whole or in part, the benefit to be provided would be limited to your Account Balance, after any required reductions and additions.

The Board of Trustees may review the provisions of the Trust and Plan and make such changes, modifications and amendments as it shall deem necessary and as may be required by any applicable law and regulations issued pursuant thereto. Notwithstanding the foregoing, no amendment resulting in an increase or decrease in the employers' contribution may be adopted without the consent of USMX and the ILA.

APPEALS PROCEDURE – BOARD OF TRUSTEES

In the event your application for benefits is denied by the Board of Trustees, you will be notified in writing of the denial by certified mail, return receipt requested, no later than ninety (90) days after the Fund's receipt of your completed application, except in the case of a denial of a disability benefit, which shall be governed by the provisions of sections 19.2 and 19.3 of the Agreement and Declaration of Trust. This notice shall set forth (1) the reason(s) for the denial; (2) the applicable provision(s) of the Plan on which the denial is based; (3) if additional material or information is required to make a determination, a description of the material or information required as well as an explanation of why such material or information is necessary; and (4) a description of the Fund's appeals procedure and the time limits for bringing an appeal, including a statement of your right to bring a civil action under ERISA Section 502(a) in the event your appeal is denied. If the Board of Trustees determines that special circumstances require an extension of time for processing your application, written notice of the extension shall be provided to you prior to the expiration of the initial 90-day period. In no event shall the extension period exceed a period of ninety (90) days from the end of the initial period. The extension notice shall set forth the special circumstances requiring the extension of time and the date by which the Board of Trustees expects to render a decision on the application. In the event the extension of time is necessary due to your failure to submit information necessary to make a determination, the period of time for making the determination shall be tolled from the date on which the notification of the extension is sent to you until the date on which you respond to the request for additional information. You shall have no more than sixty (60) days from the date of receipt of the written notification of the denial of your application to file an appeal with the Board of Trustees. Such appeal shall be in writing setting forth the reasons for the appeal and shall be mailed to the Board of Trustees by certified mail, return receipt requested, or be delivered personally to the Plan Office. If you fail to file a notice of appeal within the time provided, you shall be deemed to have waived your right to appeal and the decision of the Board of Trustees denying your application will be conclusive, final, and binding.

In preparing an appeal from a denial by the Board of Trustees of an application for a benefit,

you have the right to request, free of charge, reasonable access to and copies of all documents, records, and other relevant information. A document, record, or other information is considered relevant to your claim if the document, record, or other information (1) was relied upon in making the benefit determination; (2) was submitted, considered, or generated in the course of making the benefit determination, without regard to whether the document, record, or other information was relied upon in making the benefit determination; and (3) demonstrates compliance with claims procedures which contain administrative processes and safeguards designed to ensure and verify that benefit-claim determinations are made in accordance with governing Plan documents and that where appropriate the Plan provisions have been applied consistently with respect to similarly situated applicants. You also have the right to submit written comments, documents, records, and other information relating to your application for a benefit. The review by the Board of Trustees of the appeal shall take into account all comments, documents, records, or other information that is submitted relating to your appeal without regard to whether such information was submitted or considered in the initial benefit determination.

In the event you file a timely appeal with the Board of Trustees, the Plan shall advise you of the Board's determination on your appeal no later than sixty (60) days after the Fund's receipt of the appeal by certified mail, return receipt requested. If the Board of Trustees determines that special circumstances require an extension of time for processing your appeal, written notice of the extension shall be furnished to you prior to the expiration of the initial 60-day period. In no event shall the extension exceed a period of sixty (60) days from the end of the initial period. The extension notice shall set forth the special circumstances requiring the extension of time and the date by which the Board of Trustees expects to render its determination on your appeal. In the event the extension of time is required due to your failure to submit information necessary to make a determination, the period of time for making the determination shall be tolled from the date on which the notification of the extension is sent to you until you respond to the request for information. Notice of the determination shall be sent to you by certified mail, return receipt requested. In the event of an adverse benefit determination, the notification shall set forth (1) the reason(s) for the denial of your appeal; (2) the applicable provision(s) of the Plan on which the determination is based; (3) a statement that you are entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your application for benefits; and (4) a statement of your right to bring an action under ERISA Section 502(a).

On your appeal you may, if you wish, appear before the Board of Trustees personally, with or without an attorney or other representative duly authorized by you. At the time you file your appeal, you must advise the Board of Trustees in writing that you wish to appear. You shall be notified in writing of the date and place of the hearing on your appeal at least seven (7) days before the scheduled date. In the event you or your duly authorized representative do not appear at the hearing, the Board of Trustees shall conduct the hearing as if you or your duly authorized representative were present. The Board's determination on your appeal shall be conclusive, final, and binding.

APPEALS PROCEDURE - PRUDENTIAL

Prudential shall be solely responsible for (a) handling all appeals relating to the automatic deposit of money contributed on your behalf into a Qualified Default Investment Alternative selected by the Board of Trustees where you have failed to make an investment selection for such money and (b) making determinations concerning your Account Balance and the amount or percentage of your Account Balance to be received by your spouse and/or Beneficiary.

Appeals by a Participant, a Participant's spouse, or a beneficiary on which Prudential has the sole responsibility for making a determination shall be handled by Prudential in accordance with the appeals procedure before the Board of Trustees except that no personal appearance shall be permitted.

A determination by Prudential on appeals handled by it shall be conclusive, final, and binding.

PROCEDURES FOR DETERMINING QUALIFIED STATUS OF A DOMESTIC RELATIONS ORDER

Introduction

As a general rule, this Plan is prohibited by law from recognizing any attempt to assign or alienate the benefit of any Participant under the plan. However, in accordance with Section 206(d)(3) of ERISA and Section 414(p) of the Internal Revenue Code of 1986, the Plan will observe the terms of any domestic relations order that is determined by the Board of Trustees to be a QDRO.

The Plan will promptly notify you of the Plan's receipt of an order and of the fact that the order is being examined to determine whether it qualifies as a QDRO. Within a reasonable period of time thereafter, the Board of Trustees will notify you of its determination. All such determinations are subject to review under the Procedures for Determination of QDRO Status adopted by the Board of Trustees as set forth below.

In order for a domestic relations order to be qualified, it must comply with the requirements of the above-mentioned laws. For purposes of determining whether or not any domestic relations order complies with such requirements, the Board of Trustees of the Plan has adopted these procedures.

All instructions in the domestic relations order must be consistent with the Agreement and Declaration of Trust and Plan and the procedures entitled: "Plan Designation," "Designation of Alternate Payee and Applicable Domestic Relations Law," "Specification of Entitlement Amount," "Payments to Which the Order Applies," "Benefits Upon the Death of the Participant Before Benefit Commencement Date," "Alternate Payee's Benefit Commencement Date," "Form of Payment," and "Notice and Procedure." Otherwise, the Board of Trustees will not consider the order qualified.

These procedures will be furnished to each Alternate Payee specified in such order as being entitled to payments under the Plan within a reasonable time after the Plan receives the domestic relations order. Any such person may designate in writing a representative to whom copies of these procedures and all other pertinent correspondence related to the domestic relations order will be sent. As a matter of information, any Participant under the Plan may request a copy of these procedures at any time.

Plan Designation

The order must specify that it applies to payments under the USMX-ILA Money Purchase Fund and Savings Plan.

Designation of Alternate Payee and Applicable Domestic Relations Law

An Alternate Payee is a Participant's spouse, former spouse, or child who is designated in the order to receive all or a portion of the benefits payable under the Plan with respect to a Participant. The order must include the name, date of birth, mailing address, and Social Security Number of the Participant and the name, date of birth, mailing address and Social Security Number of each Alternate Payee.

The order must also state the domestic relations law upon which it is based and the equitable-distribution or community-property law upon which the assignment is based.

Specification of Entitlement Amount

The order must include the amount or percentage of the Participant's benefit to be paid to each Alternate Payee or the manner in which such amount or percentage is to be determined.

The order will not be qualified if it provides for any type or form of benefit, or any option not otherwise provided or for benefits which exceed the benefits otherwise payable. If the order specifies an amount or a percentage of the Participant's benefit, the Board of Trustees will determine whether or not this limitation is exceeded. If the order specifies an amount or a percentage of the Participant's benefit with respect to a certain period of employment, these limitations will generally be adhered to. Additionally, no order that requires the payment of benefits to an Alternate Payee which is required to be paid to another Alternate Payee under an order previously determined to be a QDRO with respect to the Participant will be considered qualified.

Payments to Which the Order Applies

The Plan is a self-directed, individual-investment account, defined-contribution plan. Benefits are payable upon retirement under the Plan; upon a determination by the Board of Trustees that the Participant has suffered a permanent and total disability resulting in a Participant's leaving employment in the industry; upon the Participant's termination of employment in the industry after

having attained age 72; upon the death of the Participant while actively employed in the industry; upon the Participant's attaining age 59½ and terminating employment in the industry; upon the Participant's having been permanently barred from employment in the industry under the age of 59½ as a result of violations of the local port drug and alcohol program; upon a determination by the Board of Trustees that the Participant has terminated employment in the industry; or upon the Participant's having had no credited hours under the Master Contract for at least twenty-four (24) consecutive months.

A Participant's retirement date is the first day of the month following the end of the second quarter following the date on which the application process for a benefit is completed.

The order must specify that it applies to the Participant's benefit.

The order must also specify that portion of the Account Balance to which it applies.

The order will not constitute a QDRO if, at the time it is received by the Plan, the Participant has received a distribution of the balance of the Participant's Individual Account or is in the process of receiving a distribution. In the latter event, the order must be served on the entity making the distribution.

Benefits Upon the Death of the Participant Before Benefit Commencement Date

No benefit under the Plan shall be payable to an Alternate Payee except that when the Alternate Payee is a surviving former spouse the order may specify that the Alternate Payee is to be treated as the Surviving Spouse of the Participant for purposes of Section 205 of ERISA regarding the "Requirement of Joint and Survivor Annuity and Pre-retirement Survivor's Annuity." In this case the Pre-retirement Survivor's Annuity would be payable to the Alternate Payee (provided the Participant and the surviving former spouse had been married for at least one year at the time of their divorce) in the event of the death of the Participant prior to the distribution of benefits provided in the immediately preceding section entitled "Payments to Which the Order Applies."

This means that the Alternate Payee would be considered the "spouse" unless the Participant had designated a succeeding spouse as the beneficiary and obtained the Alternate Payee's consent to such designation. To the extent that the order specifies that the Alternate Payee will be treated as a Surviving Spouse under the Plan, then the Participant's actual spouse at the time of death will not be treated as a Surviving Spouse.

Alternate Payee's Benefit Commencement Date

The order must specify either (a) the date distribution is to commence to the Alternate Payee or (b) that distribution to the Alternate Payee will commence at the same time as distribution to the Participant.

Distribution to the Alternate Payee may not, however, occur later than the time that distribution commences to the Participant.

The commencement date for the Alternate Payee can be the first day of any month that coincides with the earliest date that a distribution payable under the Plan may be made to the Participant. The Plan is required by law to permit a distribution of the benefit to the Alternate Payee at such time, even though a distribution is not made to the Participant on the same commencement date.

The Alternate Payee may also obtain a distribution or roll over into an IRA of the Alternate Payee's share of the Participant's Account Balance on or after the tenth business day subsequent to the Plan Administrator's determination that the order is a QDRO has become final under the Plan's QDRO Procedures.

Please remember that no distribution will be made to the Alternate Payee if the Participant dies before a distribution is scheduled to be made under the QDRO. The only exception to that rule is to the extent the order specifies that the Alternate Payee is to be treated as a Surviving Spouse for purposes of the Pre-retirement Survivor's Annuity under Section 205 of ERISA.

Optional Distribution of Alternate Payee's Share of Participant's Account

Notwithstanding anything to the contrary contained in the Trust and Plan, an order that is determined by the Plan Administrator to be a QDRO may provide for the distribution or roll over of the Alternate Payee's segregated share of the Participant's Individual Account before the Participant is entitled to commence receiving a distribution from the Plan. Such a distribution to the Alternate Payee or rollover to an IRA of the Alternate Payee's choice shall not be permitted to occur earlier than the tenth business day after the determination of the Plan Administrator has been deemed final in accordance with the Plan's "Procedures for Determining Qualified Status of a Domestic Relations Order."

Form of Payment

If the QDRO is in the form of a separate interest:

- For the Alternate Payee's portion of the benefit, the Alternate Payee may elect any option available in the Plan except the Joint and Survivor Annuity Benefit for a subsequent spouse.
- If the Alternate Payee elects an option that is payable for the Alternate Payee's lifetime, the actuarial adjustment for such benefit for the Alternate Payee's lifetime will be made to the Alternate Payee's benefit.

If the QDRO is in the form of a shared interest:

- And the Participant is not yet in pay status, payments must begin no later than the time the Participant enters pay status.
- The Participant will make an election and the benefits can be paid only during the lifetime of the Participant or will provide a Survivor Annuity to the Alternate Payee if the order specifies that the Alternate Payee is to be treated as the surviving spouse and the Participant has elected a Joint and Survivor Annuity Benefit.

If the Participant has already commenced receiving benefits, the QDRO must be in the form of a shared interest and the form and duration of any benefit payable to the Alternate Payee will be based on the form of benefit elected by the Participant.

The domestic relations order **must** state whether it is intended that the QDRO be in the form of a separate interest or a shared interest.

No order will be considered a QDRO if it would apply to payments due before the date the order is received by the Plan Administrator.

No payments to an Alternate Payee will be made until a final determination has been made that the order is qualified.

Notice and Procedure

As soon as is reasonably practicable following the receipt of a document purporting to be a QDRO, the Participant and each person identified as an Alternate Payee (“Notified Party”) shall be notified by registered or certified mail, return receipt requested, sent to the address shown in the order or, if none, to the address believed to be such person’s address, that the order was received and the date of its receipt. If the Plan Administrator initially determines that the order received by the Plan appears on its face to be a domestic relations order, each Notified Party shall be advised:

- A. that the order has been received and the date of its receipt by the Plan;
- B. that the order appears on its face to be a QDRO;
- C. that the Plan has adopted procedures for determining whether a domestic relations order received by the Plan constitutes a QDRO, and forwarding a copy of those procedures;
- D. that the Plan will proceed with its determination of whether the order constitutes a QDRO within 30 days after the date of the notice;
- E. that within such 30-day period, a Notified Party may furnish the Plan with comments (with sufficient copies for distribution to all other Notified Parties)

bearing on whether the order is a QDRO or may request an additional 30-day period to prepare and submit such comments in which case the Plan will not proceed with its determination of the status of the domestic relations order for such additional 30-day period, or until such comments are received, if earlier;

- F. that each Notified Party may designate a representative for receipt of copies of notices that are to be sent to that Notified Party pursuant to these procedures;
- G. that any amounts which are to be paid pursuant to the order during the period while its status as a QDRO is being determined may be held in an escrow account, as set forth below, until the determination of whether or not the domestic-relations order constitutes a QDRO has been made; and
- H. the names of all other Notified Parties.

If the Plan Administrator initially determines that the order received by the Plan does not appear on its face to be a QDRO, the Plan Administrator shall advise each Notified Party (1) of the information specified in paragraphs (A), (C), and (H) above; (2) that the order received does not appear on its face to be a QDRO, and of the basis for that determination; and (3) that, therefore, the Plan Administrator will not take further action pursuant to these procedures, unless the Plan Administrator receives as soon as is reasonably practicable but in no event more than 90 days after the date of the notice of adverse determination, advice or information satisfactory to the Plan Administrator that the order is a QDRO.

Treatment of Amounts Due to Alternate Payees Prior to Determination of Status

If (1) the order received by the Plan is determined to appear to be a QDRO, (2) the order calls for the payment of amounts to an Alternate Payee during the period within which the status of the order as a QDRO is being determined under these procedures and (3) benefits are being paid to the Participant during such period, the amount or percentage of the benefit being paid to the Participant that is specified in the order, as payable to the Alternate Payee, shall be segregated into a separate escrow account under the Trust as the payments are made, until such time as a determination is made by the Plan Administrator as to whether or not the order is a QDRO. At such time as any such determination that the order is a QDRO becomes final, any amounts so segregated shall be released as set forth below.

If the order received by the Plan does not call for the payment of any amounts to an Alternate Payee during the period within which a determination of the status of the order as a QDRO is to be made under this procedure or if, regardless of such payments being specified in the order, no amounts are being paid under the Plan to the Participant during the period within which such determination is being made, then no segregation into a separate escrow account shall be necessary.

Determination of the Status of the Order

Upon the expiration of the 30-day period specified in the notice, or, if later, upon expiration of the additional period for submitting comments, the Plan Administrator shall proceed to determine whether the order constitutes a QDRO.

In making the determination called for under this procedure, the Plan Administrator may rely upon the advice of such actuarial, legal, or other expert counsel as it chooses and the advice furnished by such counsel may be considered conclusive by the Plan Administrator. Upon reaching a determination as to whether an order constitutes a QDRO, the Plan Administrator shall promptly advise the Notified Parties of its determination, and:

- A. if the Plan Administrator has determined that the order is not a QDRO, the basis for such determination; or
- B. if the Plan Administrator has determined that the order is a QDRO, notify each Alternate Payee named in the order of (1) the right to receive copies of Plan documents, the Summary Plan Description, and all other general information made available to Participants and (2) the procedure for obtaining them, and furnish each such Alternate Payee with a copy of any such descriptive materials generally made available to Participants at that time. Such notifications may be delivered in person or sent by registered or certified mail, return receipt requested, except that copies of the Trust and Plan and descriptive materials may be delivered in person or sent by first-class mail.

If none of the Notified Parties disputes such determination within 60 days, a final determination will be deemed to have been made.

If the Participant against whose interest in the Plan the order has been served agrees in writing that the order is a QDRO and the Plan Administrator concurs, the 30-day comment period may be waived and the Plan Administrator may then declare the order to be a QDRO and take action accordingly.

If within the 18 months beginning on the date of the first scheduled payment pursuant to the order such order is determined to be a QDRO, the Plan Administrator shall pay the amounts in the segregated escrow account, including any interest thereon, to each Alternate Payee. If within said 18-month period such order is determined not to be a QDRO or if the Plan Administrator is unable to determine whether or not the order is a QDRO, the Plan Administrator shall pay the amount in the segregated escrow account, including any interest thereon, to the Participant as though there had been no order.

RE-EMPLOYMENT IN THE INDUSTRY AFTER MILITARY LEAVE

In the event you are required to perform duty on a voluntary or involuntary basis in a uniformed service, contributions will be required to be made on your behalf for the period of your absence due to such service, provided you are honorably discharged and return to employment or make yourself available for employment under the Master Contract, a local port or district collective bargaining agreement approved by the Board of Trustees for the Plan to accept contributions, or as an ILA Local Officer within the period of time specified in the Uniformed Services Employment and Reemployment Rights Act (“USERRA”).

The period of time within which you must return to employment in order to be entitled to have contributions made on your behalf is as follows:

- the next calendar day following completion of the period of service and the expiration of 8 hours if the period of service in the uniformed services was fewer than 31 days;
- 14 days after completion of the period of service if the period of service in the uniformed services was more than 30 but fewer than 181 days; or
- 90 days after completion of the period of service if the period of service in the uniformed services was more than 180 days.

Under USERRA the amount of contributions required to be made on your behalf will be calculated on the basis of the average rate of contribution during the 12-month period immediately preceding your period of uniformed service or, if shorter, the period of employment immediately preceding such service. Contributions will be required to be made on your behalf for the period of your service as explained in the following example:

EXAMPLE: If you worked 1,560 hours under the Master Contract during the 52-week period immediately prior to entering the uniformed services, your average rate of contribution would be 30 hours per week – $[1,560 \text{ (hours)} \div 52 \text{ (weeks)}]$. Having spent two years in the uniformed services, your contributions for the period of uniformed service would total \$3,120.00 [$\$1.00 \text{ (per hour)} \times 30 \text{ (hours per week)} \times 104 \text{ (weeks of service)}$]. If you worked only 20 weeks immediately prior to entering the uniformed services, during which you worked 800 hours under the Master Contract, your average rate of contribution would be 40 hours per week – $[800 \text{ (hours)} \div 20 \text{ (weeks)}]$. Having spent the same two years in the uniformed services, your required contribution would total \$4,160.00 [$\$1.00 \text{ (per hour)} \times 40 \text{ (hours per week)} \times 104 \text{ (weeks of service)}$].

A Contributing Employer is not required to re-employ a person if the Contributing Employer’s circumstances have so changed as to make such re-employment impossible or unreasonable, if such employment would impose an undue hardship on the Contributing Employer, or if the employment from which the person leaves to serve in the uniformed services is for a brief,

nonrecurrent period and there is no reasonable expectation that such employment will continue indefinitely or for a significant period.

Notwithstanding anything to the contrary, the beneficiary of a Participant who dies while performing qualified military service (as defined for purposes of IRC Section 414(u)) shall be entitled to such additional benefits provided under the Plan, if any, as if the Participant had resumed employment and then terminated employment on account of death.

OTHER IMPORTANT INFORMATION

The following information must be provided to you under ERISA:

A. Plan Sponsor and Plan Administrator

Board of Trustees of the USMX-ILA Money Purchase Fund and Savings Plan

125 Chubb Avenue, Suite 350NB
Lyndhurst, New Jersey 07071
(732) 404-3100

B. Agent for Service of Legal Process

Should it be necessary to serve legal papers on the Fund and Plan, the agent for service is the Board of Trustees of the USMX-ILA Money Purchase Fund and Savings Plan:

125 Chubb Avenue, Suite 350NB
Lyndhurst, New Jersey 07071
(732) 404-3100

Any individual Trustee of the Fund may be served with legal papers on behalf of the Board of Trustees.

C. Source of Contributions

Benefits under the Plan are funded by contributions from your employer(s) in an amount per hour of employment as set forth in the Master Contract, a local port or district collective bargaining agreement approved by the Board of Trustees for the Plan to accept contributions, or, if you are an ILA Local Officer, as agreed upon by your Local Union. Upon written request, a complete list of the participating employers may be obtained from the Plan Administrator.

D. Collective Bargaining Agreement

The Fund and Plan is maintained pursuant to the Master Contract between USMX and the ILA. Upon written request, you may obtain a copy of the collective bargaining agreement from the Plan Administrator. A copy of the collective bargaining agreement may be examined at the Plan Office.

E. Plan Eligibility and Vesting

Refer to the appropriate sections for details of the Plan regarding participation, vesting, contributions, and commencement of benefits.

F. Plan Insurance

The Plan is a defined-contribution benefit plan and therefore the Plan is not covered under the Pension Benefit Guaranty Corporation Pension Benefit Guarantee Protection Program.

G. Members of the Board of Trustees

The members of the Board of Trustees of the USMX-ILA Money Purchase Fund and Savings Plan are as follows:

Union Trustees

Wilbert Rowell
Kenneth Riley

Management Trustees

Anissa Frucci
John Walsh

STATEMENT OF PARTICIPANT'S RIGHTS AND PROTECTIONS UNDER ERISA

As a Participant in the Plan, you are entitled to certain rights and protections under ERISA. ERISA provides that all Plan Participants shall be entitled to:

- A. Examine, without charge, at the Plan Administrator's Office all Plan documents, including insurance contracts, collective bargaining agreements and a copy of the latest Annual Report (Form 5500) filed by the Plan with the Employee Benefits Security Administration of the U.S. Department of Labor;
- B. Obtain, upon written request to the Plan Administrator (Board of Trustees), copies of documents governing the operation of the Plan, including collective bargaining agreements and copies of the latest Annual Report (Form 5500 Series) and updated Summary Plan Description. The Administrator may make a reasonable charge for copies;

- C. Receive a summary of the Plan’s annual financial report. The Plan Administrator is required by law to furnish each Participant with a copy of the Summary Annual Report;
- D. Obtain a statement telling you when you will have the right to receive a distribution. This statement must be requested in writing and is not required to be given more than once every twelve (12) months. The Plan must provide the statement free of charge; and
- E. Automatically receive a statement no later than the end of March of each year setting forth the balance of your Individual Account as of the end of the prior calendar year and also receive a statement of your Account Balance within two (2) weeks of the end of each calendar quarter.

In addition to creating rights for Plan Participants, ERISA imposes duties upon the people who are responsible for the operation of an employee-benefit plan. The people who administer your Plan are called “Fiduciaries.” They have a duty to operate the Fund and Plan prudently and in your interest as well as the interests of the other Plan Participants and beneficiaries.

No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a benefit or exercising your rights under ERISA. If your claim for a benefit is denied, in whole or in part, you must receive a written explanation of the reason for the denial. You have the right to have the Plan review and reconsider your claim. Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request materials from the Plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file a lawsuit in a state or federal court. In addition, if you disagree with the Plan’s decision, or lack thereof, concerning the qualified status of a domestic-relations order you may file suit in federal court. If it should happen that Plan fiduciaries misuse the Plan’s money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

If you have any questions about your Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, you should contact the nearest area office of the Employee Benefits Security Administration (“EBSA”) of the U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, DC 20210. The telephone number is 866-444-3272.

The New York Regional Office of the EBSA of the United States Department of Labor is

located at:

33 Whitehall Street (Suite 1200)
New York, New York 10004
Telephone Number (212) 607-8600.

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