EXTENSION GRANTED TO 12/15/08

Form **990**

Department of the Treasury
Internal Revenue Service

Return of Organization Exempt From Income Tax

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except black lung benefit trust or private foundation)

▶ The organization may have to use a copy of this return to satisfy state reporting requirements.

OMB No 1545-0047

2007

Open to Public Inspection

A For the 2007 calendar year, or tax year beginning MAY 1, 2007 and ending APR 30, 2008

B Check if applicable: [ ] Address change [X] Name change [ ] Initial return [ ] Termination [X] Amended return [ ] Application pending

Please use IRS label or print or type. See Specific Instructions.

C Name of organization
PIPEFITTERS LOCAL UNION NO. 537
EDUCATION TRUST FUND

Number and street (or P.O. box if mail is not delivered to street address) | Room/suite
40 ENTERPRISE STREET

City or town, state or country, and ZIP + 4
DORCHESTER, MA 02125

D Employer identification number
04-2326090

E Telephone number
617-825-3777

F Accounting method: [ ] Cash [X] Accrual [ ] Other (specify) ▶

• Section 501(c)(3) organizations and 4947(a)(1) nonexempt charitable trusts must attach a completed Schedule A (Form 990 or 990-EZ).

H and I are not applicable to section 527 organizations

H(a) Is this a group return for affiliates? [ ] Yes [X] No

H(b) If "Yes," enter number of affiliates ▶ N/A

H(c) Are all affiliates included? N/A [ ] Yes [ ] No (If "No," attach a list.)

H(d) Is this a separate return filed by an organization covered by a group ruling? [ ] Yes [X] No

I Group Exemption Number ▶ N/A

G Website: ▶

J Organization type (check only one) ▶ [X] 501(c) (5) ◀ (insert no) [ ] 4947(a)(1) or [ ] 527

K Check here ▶ [ ] if the organization is not a 509(a)(3) supporting organization and its gross receipts are normally not more than $25,000. A return is not required, but if the organization chooses to file a return, be sure to file a complete return.

M Check ▶ [X] if the organization is not required to attach Sch. B (Form 990, 990-EZ, or 990-PF)

L Gross receipts: Add lines 6b, 8b, 9b, and 10b to line 12 ▶ 2,758,324.

Part I Revenue, Expenses, and Changes in Net Assets or Fund Balances

Revenue	1	Contributions, gifts, grants, and similar amounts received.			
	a	Contributions to donor advised funds	1a		
	b	Direct public support (not included on line 1a)	1b		
	c	Indirect public support (not included on line 1a)	1c		
	d	Government contributions (grants) (not included on line 1a)	1d		
	e	Total (add lines 1a through 1d) (cash $ noncash $)		1e	0.
	2	Program service revenue including government fees and contracts (from Part VII, line 93)		2	
	3	Membership dues and assessments		3	2,154,076.
	4	Interest on savings and temporary cash investments		4	30,868.
	5	Dividends and interest from securities		5	
	6 a	Gross rents	6a		
	b	Less rental expenses	6b		
	c	Net rental income or (loss). Subtract line 6b from line 6a		6c	
	7	Other investment income (describe ▶)		7	
	8 a	Gross amount from sales of assets other than inventory — (A) Securities / (B) Other	8a		
	b	Less. cost or other basis and sales expenses	8b		
	c	Gain or (loss) (attach schedule)	8c		
	d	Net gain or (loss). Combine line 8c, columns (A) and (B)		8d	
	9	Special events and activities (attach schedule). If any amount is from gaming, check here ▶ [ ]			
	a	Gross revenue (not including $ of contributions reported on line 1b)	9a		
	b	Less: direct expenses other than fundraising expenses	9b		
	c	Net income or (loss) from special events. Subtract line 9b from line 9a		9c	
	10 a	Gross sales of inventory, less returns and allowances	10a		
	b	Less: cost of goods sold	10b		
	c	Gross profit or (loss) from sales of inventory (attach schedule). Subtract line 10b from line 10a		10c	
	11	Other revenue (from Part VII, line 103)		11	573,380.
	12	**Total revenue.** Add lines 1e, 2, 3, 4, 5, 6c, 7, 8d, 9c, 10c, and 11		12	2,758,324.
Expenses	13	Program services (from line 44, column (B))		13	1,255,730.
	14	Management and general (from line 44, column (C))		14	680,980.
	15	Fundraising (from line 44, column (D))		15	
	16	Payments to affiliates (attach schedule)		16	
	17	**Total expenses.** Add lines 16 and 44, column (A)		17	1,936,710.
Net Assets	18	Excess or (deficit) for the year. Subtract line 17 from line 12		18	821,614.
	19	Net assets or fund balances at beginning of year (from line 73, column (A))		19	2,769,390.
	20	Other changes in net assets or fund balances (attach explanation)		20	0.
	21	Net assets or fund balances at end of year. Combine lines 18, 19, and 20		21	3,591,004.

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723001 12-27-07 LHA For Privacy Act and Paperwork Reduction Act Notice, see the separate instructions. Form 990 (2007)

4NE

Part II Statement of Functional Expenses All organizations must complete column (A). Columns (B), (C), and (D) are required for section 501(c)(3) and (4) organizations and section 4947(a)(1) nonexempt charitable trusts but optional for others.

Do not include amounts reported on line 6b, 8b, 9b, 10b, or 16 of Part I.		(A) Total	(B) Program services	(C) Management and general	(D) Fundraising
22a Grants paid from donor advised funds (attach schedule) (cash $ 0. noncash $ 0.) If this amount includes foreign grants, check here ▶ ☐	22a				
22b Other grants and allocations (attach schedule) (cash $ 0. noncash $ 0.) If this amount includes foreign grants, check here ▶ ☐	22b				
23 Specific assistance to individuals (attach schedule)	23				
24 Benefits paid to or for members (attach schedule)	24				
25a Compensation of current officers, directors, key employees, etc. listed in Part V-A	25a	184,808.	0.	184,808.	0.
b Compensation of former officers, directors, key employees, etc. listed in Part V-B	25b	138,086.	0.	138,086.	0.
c Compensation and other distributions, not included above, to disqualified persons (as defined under section 4958(f)(1)) and persons described in section 4958(c)(3)(B)	25c				
26 Salaries and wages of employees not included on lines 25a, b, and c	26	465,723.	461,178.	4,545.	
27 Pension plan contributions not included on lines 25a, b, and c	27	68,403.		68,403.	
28 Employee benefits not included on lines 25a - 27	28				
29 Payroll taxes	29	75,630.	48,786.	26,844.	
30 Professional fundraising fees	30				
31 Accounting fees	31	82,884.		82,884.	
32 Legal fees	32	13,494.		13,494.	
33 Supplies	33	337,157.	272,739.	64,418.	
34 Telephone	34	22,279.	21,165.	1,114.	
35 Postage and shipping	35				
36 Occupancy	36	62,786.	59,647.	3,139.	
37 Equipment rental and maintenance	37				
38 Printing and publications	38				
39 Travel	39	51,820.	51,820.		
40 Conferences, conventions, and meetings	40	17,107.		17,107.	
41 Interest	41	50.		50.	
42 Depreciation, depletion, etc. (attach schedule)	42	165,609.	157,329.	8,280.	
43 Other expenses not covered above (itemize):					
a	43a				
b	43b				
c	43c				
d	43d				
e	43e				
f	43f				
g SEE STATEMENT 2	43g	250,874.	183,066.	67,808.	
44 **Total functional expenses.** Add lines 22a through 43g. (Organizations completing columns (B)-(D), carry these totals to lines 13-15)	44	1,936,710.	1,255,730.	680,980.	0.

Joint Costs. Check ▶ ☐ if you are following SOP 98-2.

Are any joint costs from a combined educational campaign and fundraising solicitation reported in (B) Program services? ▶ ☐ Yes ☒ No

If "Yes," enter (i) the aggregate amount of these joint costs $ N/A ; (ii) the amount allocated to Program services $ N/A ; (iii) the amount allocated to Management and general $ N/A ; and (iv) the amount allocated to Fundraising $ N/A

Part III Statement of Program Service Accomplishments *(See the instructions.)*

Form 990 is available for public inspection and, for some people, serves as the primary or sole source of information about a particular organization. How the public perceives an organization in such cases may be determined by the information presented on its return. Therefore, please make sure the return is complete and accurate and fully describes, in Part III, the organization's programs and accomplishments.

What is the organization's primary exempt purpose? ▶ SEE STATEMENT 3

All organizations must describe their exempt purpose achievements in a clear and concise manner. State the number of clients served, publications issued, etc. Discuss achievements that are not measurable. (Section 501(c)(3) and (4) organizations and 4947(a)(1) nonexempt charitable trusts must also enter the amount of grants and allocations to others.)

	Program Service Expenses (Required for 501(c)(3) and (4) orgs., and 4947(a)(1) trusts; but optional for others.)
a TRAINING OF PIPEFITTERS	
(Grants and allocations $) If this amount includes foreign grants, check here ▶ ☐	1,255,730.
b	
(Grants and allocations $) If this amount includes foreign grants, check here ▶ ☐	
c	
(Grants and allocations $) If this amount includes foreign grants, check here ▶ ☐	
d	
(Grants and allocations $) If this amount includes foreign grants, check here ▶ ☐	
e Other program services (attach schedule) (Grants and allocations $) If this amount includes foreign grants, check here ▶ ☐	
f **Total of Program Service Expenses** (should equal line 44, column (B), Program services) ▶	1,255,730.

Part IV Balance Sheets *(See the instructions.)*

Note: *Where required, attached schedules and amounts within the description column should be for end-of-year amounts only.*			(A) Beginning of year		(B) End of year
Assets					
45 Cash - non-interest-bearing			8,873.	45	7,385.
46 Savings and temporary cash investments			1,069,027.	46	1,832,928.
47 a Accounts receivable	47a				
b Less allowance for doubtful accounts	47b			47c	
48 a Pledges receivable	48a				
b Less. allowance for doubtful accounts	48b			48c	
49 Grants receivable				49	
50 a Receivables from current and former officers, directors, trustees, and key employees				50a	
b Receivables from other disqualified persons (as defined under section 4958(f)(1)) and persons described in section 4958(c)(3)(B)				50b	
51 a Other notes and loans receivable	51a				
b Less: allowance for doubtful accounts	51b			51c	
52 Inventories for sale or use				52	21,892.
53 Prepaid expenses and deferred charges			37,753.	53	38,460.
54 a Investments - publicly-traded securities ▶ ☐ Cost ☐ FMV				54a	
b Investments - other securities ▶ ☐ Cost ☐ FMV				54b	
55 a Investments - land, buildings, and equipment: basis	55a				
b Less accumulated depreciation	55b			55c	
56 Investments - other				56	
57 a Land, buildings, and equipment basis	57a	4,093,249.			
b Less accumulated depreciation	57b	2,170,263.	1,753,267.	57c	1,922,986.
58 Other assets, including program-related investments (describe ▶ SEE STATEMENT 4)			183,733.	58	250,200.
59 **Total assets** (must equal line 74) Add lines 45 through 58			3,052,653.	59	4,073,851.
Liabilities					
60 Accounts payable and accrued expenses			283,263.	60	276,532.
61 Grants payable				61	
62 Deferred revenue				62	
63 Loans from officers, directors, trustees, and key employees				63	
64 a Tax-exempt bond liabilities				64a	
b Mortgages and other notes payable				64b	
65 Other liabilities (describe ▶ SEE STATEMENT 5)			0.	65	206,315.
66 **Total liabilities.** Add lines 60 through 65			283,263.	66	482,847.
Net Assets or Fund Balances					
Organizations that follow SFAS 117, check here ▶ [X] and complete lines 67 through 69 and lines 73 and 74					
67 Unrestricted			2,769,390.	67	3,591,004.
68 Temporarily restricted				68	
69 Permanently restricted				69	
Organizations that do not follow SFAS 117, check here ▶ ☐ and complete lines 70 through 74					
70 Capital stock, trust principal, or current funds				70	
71 Paid-in or capital surplus, or land, building, and equipment fund				71	
72 Retained earnings, endowment, accumulated income, or other funds				72	
73 **Total net assets or fund balances.** Add lines 67 through 69 or lines 70 through 72. (Column (A) **must** equal line 19 and column (B) **must** equal line 21)			2,769,390.	73	3,591,004.
74 **Total liabilities and net assets/fund balances.** Add lines 66 and 73			3,052,653.	74	4,073,851.

Part IV-A Reconciliation of Revenue per Audited Financial Statements With Revenue per Return *(See the instructions)*

a	Total revenue, gains, and other support per audited financial statements		a	2,758,324.
b	Amounts included on line a but not on Part I, line 12.			
1	Net unrealized gains on investments	b1		
2	Donated services and use of facilities	b2		
3	Recoveries of prior year grants	b3		
4	Other (specify).	b4		
	Add lines b1 through b4		b	0.
c	Subtract line b from line a		c	2,758,324.
d	Amounts included on Part I, line 12, but not on line a:			
1	Investment expenses not included on Part I, line 6b	d1		
2	Other (specify).	d2		
	Add lines d1 and d2		d	0.
e	**Total revenue** (Part I, line 12). Add lines c and d	▶	e	2,758,324.

Part IV-B Reconciliation of Expenses per Audited Financial Statements With Expenses per Return

a	Total expenses and losses per audited financial statements		a	1,936,710.
b	Amounts included on line a but not on Part I, line 17:			
1	Donated services and use of facilities	b1		
2	Prior year adjustments reported on Part I, line 20	b2		
3	Losses reported on Part I, line 20	b3		
4	Other (specify)	b4		
	Add lines b1 through b4		b	0.
c	Subtract line b from line a		c	1,936,710.
d	Amounts included on Part I, line 17, but not on line a:			
1	Investment expenses not included on Part I, line 6b	d1		
2	Other (specify):	d2		
	Add lines d1 and d2		d	0.
e	**Total expenses** (Part I, line 17). Add lines c and d	▶	e	1,936,710.

Part V-A Current Officers, Directors, Trustees, and Key Employees (List each person who was an officer, director, trustee, or key employee at any time during the year even if they were not compensated.) *(See the instructions.)*

(A) Name and address	(B) Title and average hours per week devoted to position	(C) Compensation (If not paid, enter -0-.)	(D) Contributions to employee benefit plans & deferred compensation plans	(E) Expense account and other allowances
SEE STATEMENT 6		155,672.	29,136.	0.

Part V-A Current Officers, Directors, Trustees, and Key Employees *(continued)*

			Yes	No
75 a	Enter the total number of officers, directors, and trustees permitted to vote on organization business at board meetings ▶ 9			
b	Are any officers, directors, trustees, or key employees listed in Form 990, Part V-A, or highest compensated employees listed in Schedule A, Part I, or highest compensated professional and other independent contractors listed in Schedule A, Part II-A or II-B, related to each other through family or business relationships? If "Yes," attach a statement that identifies the individuals and explains the relationship(s)	75b		X
c	Do any officers, directors, trustees, or key employees listed in Form 990, Part V-A, or highest compensated employees listed in Schedule A, Part I, or highest compensated professional and other independent contractors listed in Schedule A, Part II-A or II-B, receive compensation from any other organizations, whether tax exempt or taxable, that are related to the organization? See the instructions for the definition of "related organization "	75c		X
	If "Yes," attach a statement that includes the information described in the instructions.			
d	Does the organization have a written conflict of interest policy?	75d		X

Part V-B Former Officers, Directors, Trustees, and Key Employees That Received Compensation or Other Benefits (If any former officer, director, trustee, or key employee received compensation or other benefits (described below) during the year, list that person below and enter the amount of compensation or other benefits in the appropriate column. See the instructions)

(A) Name and address	(B) Loans and Advances	(C) Compensation (if not paid, enter -0-)	(D) Contributions to employee benefit plans & deferred compensation plans	(E) Expense account and other allowances
JIM WALSH 18 CRESTWOOD AVENUE SOUTH EASTON, MA 02375	0.	115,988.	22,098.	0.

Part VI Other Information *(See the instructions.)*

			Yes	No
76	Did the organization make a change in its activities or methods of conducting activities? If "Yes," attach a detailed statement of each change	76		X
77	Were any changes made in the organizing or governing documents but not reported to the IRS? If "Yes," attach a conformed copy of the changes	77	X	
78 a	Did the organization have unrelated business gross income of $1,000 or more during the year covered by this return?	78a		X
b	If "Yes," has it filed a tax return on **Form 990-T** for this year? N/A	78b		
79	Was there a liquidation, dissolution, termination, or substantial contraction during the year? If "Yes," attach a statement	79		X
80 a	Is the organization related (other than by association with a statewide or nationwide organization) through common membership, governing bodies, trustees, officers, etc , to any other exempt or nonexempt organization?	80a		X
b	If "Yes," enter the name of the organization ▶ N/A and check whether it is ☐ exempt or ☐ nonexempt			
81 a	Enter direct and indirect political expenditures (See line 81 instructions) 81a 0.			
b	Did the organization file **Form 1120-POL** for this year?	81b		X

Part VI Other Information *(continued)*

			Yes	No
82 a	Did the organization receive donated services or the use of materials, equipment, or facilities at no charge or at substantially less than fair rental value?	82a		X
b	If "Yes," you may indicate the value of these items here Do not include this amount as revenue in Part I or as an expense in Part II (See instructions in Part III) 82b N/A			
83 a	Did the organization comply with the public inspection requirements for returns and exemption applications?	83a	X	
b	Did the organization comply with the disclosure requirements relating to *quid pro quo* contributions? N/A	83b		
84 a	Did the organization solicit any contributions or gifts that were not tax deductible?	84a		X
b	If "Yes," did the organization include with every solicitation an express statement that such contributions or gifts were not tax deductible? N/A	84b		
85 a	*501(c)(4), (5), or (6).* Were substantially all dues nondeductible by members?	85a		X
b	Did the organization make only in-house lobbying expenditures of $2,000 or less? N/A	85b		
	If "Yes" was answered to either 85a or 85b, **do not** complete 85c through 85h below unless the organization received a waiver for proxy tax owed for the prior year.			
c	Dues, assessments, and similar amounts from members 85c 2,154,076.			
d	Section 162(e) lobbying and political expenditures 85d 0.			
e	Aggregate nondeductible amount of section 6033(e)(1)(A) dues notices 85e 0.			
f	Taxable amount of lobbying and political expenditures (line 85d less 85e) 85f 0.			
g	Does the organization elect to pay the section 6033(e) tax on the amount on line 85f? N/A	85g		
h	If section 6033(e)(1)(A) dues notices were sent, does the organization agree to add the amount on line 85f to its reasonable estimate of dues allocable to nondeductible lobbying and political expenditures for the following tax year? N/A	85h		
86	*501(c)(7) organizations.* Enter: a Initiation fees and capital contributions included on line 12 86a N/A			
b	Gross receipts, included on line 12, for public use of club facilities 86b N/A			
87	*501(c)(12) organizations.* Enter: a Gross income from members or shareholders 87a N/A			
b	Gross income from other sources. (Do not net amounts due or paid to other sources against amounts due or received from them) 87b N/A			
88 a	At any time during the year, did the organization own a 50% or greater interest in a taxable corporation or partnership, or an entity disregarded as separate from the organization under Regulations sections 301.7701-2 and 301 7701-3? If "Yes," complete Part IX	88a		X
b	At any time during the year, did the organization, directly or indirectly, own a controlled entity within the meaning of section 512(b)(13)? If "Yes," complete Part XI ▶	88b		X
89 a	*501(c)(3) organizations.* Enter Amount of tax imposed on the organization during the year under: section 4911 ▶ N/A ; section 4912 ▶ N/A ; section 4955 ▶ N/A			
b	*501(c)(3) and 501(c)(4) organizations.* Did the organization engage in any section 4958 excess benefit transaction during the year or did it become aware of an excess benefit transaction from a prior year? If "Yes," attach a statement explaining each transaction N/A	89b		
c	Enter: Amount of tax imposed on the organization managers or disqualified persons during the year under sections 4912, 4955, and 4958 ▶ 0.			
d	Enter: Amount of tax on line 89c, above, reimbursed by the organization ▶ 0.			
e	*All organizations.* At any time during the tax year, was the organization a party to a prohibited tax shelter transaction?	89e		X
f	*All organizations.* Did the organization acquire a direct or indirect interest in any applicable insurance contract?	89f		X
g	*For supporting organizations and sponsoring organizations maintaining donor advised funds* Did the supporting organization, or a fund maintained by a sponsoring organization, have excess business holdings at any time during the year?	89g		X
90 a	List the states with which a copy of this return is filed ▶ NONE			
b	Number of employees employed in the pay period that includes March 12, 2007 90b 37			
91 a	The books are in care of ▶ TIMOTHY GILLIGAN Telephone no. ▶ (617) 825-3777 Located at ▶ 40 ENTERPRISE STREET, DORCHESTER, MA ZIP + 4 ▶ 02125			
b	At any time during the calendar year, did the organization have an interest in or a signature or other authority over a financial account in a foreign country (such as a bank account, securities account, or other financial account)? If "Yes," enter the name of the foreign country ▶ N/A See the instructions for exceptions and filing requirements for **Form TD F 90-22.1,** Report of Foreign Bank and Financial Accounts	91b		X

Part VI Other Information *(continued)*

		Yes	No
c At any time during the calendar year, did the organization maintain an office outside of the United States?	91c		X

If "Yes," enter the name of the foreign country ▶ N/A

92 *Section 4947(a)(1) nonexempt charitable trusts filing Form 990 in lieu of* **Form 1041**- Check here ▶ ☐
and enter the amount of tax-exempt interest received or accrued during the tax year ▶ 92 N/A

Part VII Analysis of Income-Producing Activities *(See the instructions)*

Note: *Enter gross amounts unless otherwise indicated.*	Unrelated business income (A) Business code	(B) Amount	Excluded by section 512, 513, or 514 (C) Exclusion code	(D) Amount	(E) Related or exempt function income
93 Program service revenue.					
a					
b					
c					
d					
e					
f Medicare/Medicaid payments					
g Fees and contracts from government agencies					
94 Membership dues and assessments					2,154,076.
95 Interest on savings and temporary cash investments					30,868.
96 Dividends and interest from securities					
97 Net rental income or (loss) from real estate:					
a debt-financed property					
b not debt-financed property					
98 Net rental income or (loss) from personal property					
99 Other investment income					
100 Gain or (loss) from sales of assets other than inventory					
101 Net income or (loss) from special events					
102 Gross profit or (loss) from sales of inventory					
103 Other revenue:					
a SEE STATEMENT 7					573,380.
b					
c					
d					
e					
104 Subtotal (add columns (B), (D), and (E))		0.		0.	2,758,324.
105 **Total** (add line 104, columns (B), (D), and (E)) ▶					2,758,324.

Note: *Line 105 plus line 1e, Part I, should equal the amount on line 12, Part I*

Part VIII Relationship of Activities to the Accomplishment of Exempt Purposes *(See the instructions.)*

Line No ▼	Explain how each activity for which income is reported in column (E) of Part VII contributed importantly to the accomplishment of the organization's exempt purposes (other than by providing funds for such purposes).
	SEE STATEMENT 8

Part IX Information Regarding Taxable Subsidiaries and Disregarded Entities *(See the instructions.)*

(A) Name, address, and EIN of corporation, partnership, or disregarded entity	(B) Percentage of ownership interest	(C) Nature of activities	(D) Total income	(E) End-of-year assets
N/A	%			
	%			
	%			
	%			

Part X Information Regarding Transfers Associated with Personal Benefit Contracts *(See the instructions.)*

(a) Did the organization, during the year, receive any funds, directly or indirectly, to pay premiums on a personal benefit contract? ☐ Yes ☒ No

(b) Did the organization, during the year, pay premiums, directly or indirectly, on a personal benefit contract? ☐ Yes ☒ No

Note: *If "Yes" to* **(b)**, *file Form 8870* **and** *Form 4720 (see instructions).*

Part XI **Information Regarding Transfers To and From Controlled Entities.** *Complete only if the organization is a controlling organization as defined in section 512(b)(13).* N/A

	Yes	No
106 Did the reporting organization **make** any transfers **to** a controlled entity as defined in section 512(b)(13) of the Code? If "Yes," complete the schedule below for each controlled entity.		

	(A) Name, address, of each controlled entity	(B) Employer Identification Number	(C) Description of transfer	(D) Amount of transfer
a				
b				
c				
	Totals			

	Yes	No
107 Did the reporting organization **receive** any transfers **from** a controlled entity as defined in section 512(b)(13) of the Code? If "Yes," complete the schedule below for each controlled entity.		

	(A) Name, address, of each controlled entity	(B) Employer Identification Number	(C) Description of transfer	(D) Amount of transfer
a				
b				
c				
	Totals			

	Yes	No
108 Did the organization have a binding written contract in effect on August 17, 2006, covering the interest, rents, royalties, and annuities described in question 107 above?		

Please Sign Here

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge

C Daniel Watts — Signature of officer — Date 3-15-10

Trustee, Co Chairman — Type or print name and title

Paid Preparer's Use Only

Preparer's signature	[signature]	Date 3/11/10	Check if self-employed ☐
Preparer's SSN or PTIN (See Gen Inst X)			
Firm's name (or yours if self-employed), address, and ZIP + 4	CATURANO AND COMPANY, P.C. 80 CITY SQUARE BOSTON, MA 02129-3742	EIN	Phone no. 617-912-9000

Form **990** (2007)

723164/12-27-07

FOOTNOTES STATEMENT 1

CHANGES MADE TO AMENDED RETURN:
ORIGINAL RETURN FILED TIMELY WITHOUT PENDING INSURANCE LOSS CLAIM. AN AMENDED RETURN IS BEING FILED AS THE INSURANCE CARRIER SUBSEQUENTLY AGREE TO AWARD REIMBURSEMENT FOR THE LOSS SUBSEQUENT TO THE YEAR-END.

LOSS RECOVERY RECEIVABLE ADDED, PART 1V, LINE 58	250,000.
INVENTORY WAS RECORDED , PART 1V, LINE 53	21,892.
ACCRUED PROFESSIONAL FEES RECORDED, PART 1V,LN. 65	206,315.
OTHER REVENUE WAS INCREASED , PART 1,LN. 11	43,685.
SUPPLIES EXPENSE WAS DECREASED , PART 11, LN. 33	21,892.

IN DECEMBER 2007, THE PIPEFITTERS LOCAL UNION NO. 138 EDUCATIONAL TRUST FUND ("LOCAL 138"), AN UNRELATED ENTITY, WAS TERMINATED. APPRENTICES OF LOCAL 138 WERE TRANSFERRED TO THE FUND AND THE FUND IS NOW RESPONSIBLE FOR TRAINING THESE APPRENTICES. ADDITIONALLY, LOCAL 138 TRANSFERRED $453,907 TO THE FUND UPON ITS DISSOLUTION, WHICH HAS BEEN RECORDED AND IS INCLUDED IN OTHER REVENUE ON FORM 990.

FORM 990 OTHER EXPENSES STATEMENT 2

DESCRIPTION	(A) TOTAL	(B) PROGRAM SERVICES	(C) MANAGEMENT AND GENERAL	(D) FUNDRAISING
REPAIRS & MAINTENANCE	61,615.	58,534.	3,081.	
INSURANCE	43,501.	41,326.	2,175.	
APPRENTICE BANQUET	42,426.	42,426.		
INSTRUCTOR TRAINING	40,780.	40,780.		
BANK CHARGES	530.		530.	
PROFESSIONAL FEES	49,250.		49,250.	
MISCELLANEOUS	2,794.		2,794.	
LICENSE EXPENSE	1,767.		1,767.	
STORAGE RENTAL	2,056.		2,056.	
RUBBISH AND DISPOSAL	5,261.		5,261.	
DUES AND MEMBERSHIP FEES	894.		894.	
TOTAL TO FM 990, LN 43	250,874.	183,066.	67,808.	

FORM 990 STATEMENT OF ORGANIZATION'S PRIMARY EXEMPT PURPOSE STATEMENT 3
PART III

EXPLANATION

NON-PROFIT ORGANIZATION WHICH PROVIDES TRAINING FOR PIPEFITTER APPRENTICES.

FORM 990 OTHER ASSETS STATEMENT 4

DESCRIPTION	BEGINNING OF YEAR	END OF YEAR
UTILITY DEPOSIT	200.	200.
DUE FROM INTERNATIONAL TRAINING FUND	170,656.	0.
A/R - BANQUET SALES	12,877.	0.
LOSS RECOVERY RECEIVABLE		250,000.
TOTAL TO FORM 990, PART IV, LINE 58	183,733.	250,200.

FORM 990 OTHER LIABILITIES STATEMENT 5

DESCRIPTION	BEGINNING OF YEAR	END OF YEAR
ACCRUED PROFESSIONAL FEES-LOSS RECOVERY		206,315.
TOTAL TO FORM 990, PART IV, LINE 65		206,315.

FORM 990 PART V-A - LIST OF CURRENT OFFICERS, DIRECTORS, TRUSTEES AND KEY EMPLOYEES STATEMENT 6

NAME AND ADDRESS	TITLE AND AVRG HRS/WK	COMPEN-SATION	EMPLOYEE BEN PLAN CONTRIB	EXPENSE ACCOUNT
C. DANIEL WATTS 7 HARVARD DRIVE BEDFORD, MA 01730	TRUSTEE 2.50	0.	0.	0.
LEO FAHEY 90 MAPLE STREET W. BOYLSTON, MA 01583	TRUSTEE 2.50	0.	0.	0.
ROBERT D. GILLIGAN 30 REGINA S. DR. TEWKSBURY, MA 01876	TRUSTEE 2.50	0.	0.	0.
FRANCIS NORTON 18 SAW MILL POND ROAD HINGHAM, MA 02043	TRUSTEE 2.50	0.	0.	0.
TROY DINAPOLI 82 FAIRCHILD DRIVE READING, MA 01867	TRUSTEE 2.50	0.	0.	0.
BRIAN KELLY 8 ROLLING HILL ROAD BILLERICA, MA 01821	TRUSTEE 2.50	0.	0.	0.
WILLIAM C. YOUNG, JR. 15 LEWIS STREET MEDFORD, MA 02155	TRUSTEE 2.50	0.	0.	0.
PETER COMEAU 60 ARGILA RD. ANDOVER, MA 01810	TRUSTEE 2.50	0.	0.	0.

TIMOTHY GILLIGAN 40 ENTERPRISE STREET DORCHESTER, MA 02125	COORDINATOR 40.00	114,842.	22,656.	0.
KIMBERLY NEWELL 40 ENTERPRISE STREET DORCHESTER, MA 02125	ADMINISTRATIVE ASSISTANT 40.00	40,830.	6,480.	0.
TOTALS INCLUDED ON FORM 990, PART V-A		155,672.	29,136.	0.

FORM 990 OTHER REVENUE STATEMENT 7

DESCRIPTION	BUS CODE	UNRELATED BUSINESS INC	EXCL CODE	EXCLUDED AMOUNT	RELATED OR EXEMPT FUNCTION INCOME
SCHOOL, EQUIPMENT AND SUPPLIES REIMBURSEMENTS					43,601.
MERCHANDISE SALES					10,811.
MISCELLANEOUS					21,376.
TRANSFER OF FUNDS FROM SALEM LOCAL NO. 138					453,907.
LOSS RECOVERY , NET					43,685.
TO FORM 990, PART VII, LINE 103					573,380.

FORM 990 PART VIII - RELATIONSHIP OF ACTIVITIES TO ACCOMPLISHMENT OF EXEMPT PURPOSES STATEMENT 8

LINE	EXPLANATION OF RELATIONSHIP OF ACTIVITIES
94	THE FUNDS WERE USED PRIMARILY FOR THE PURCHASE OF SCHOOL SUPPLIES, PARTIAL PAYMENT OF INSTRUCTOR SALARIES, GENERAL AND ADMINISTRATIVE EXPENSES, AND BUILDING MAINTENANCE.
95	THE FUNDS WERE USED FOR SCHOOL SUPPLIES AND OTHER OPERATING EXPENSES.
103	THE FUNDS WERE USED TO PURCHASE SCHOOL SUPPLIES AND EQUIPMENT.

Form **4562-FY**

Department of the Treasury
Internal Revenue Service

Depreciation and Amortization
(Including Information on Listed Property)

▶ See separate instructions. ▶ Attach to your tax return.

OMB No 1545-0172

2007

Attachment Sequence No 67

Name(s) shown on return	Business or activity to which this form relates	Identifying number
PIPEFITTERS LOCAL UNION NO. 537 EDUCATION TRUST FUND		04-2326090

Part I Election To Expense Certain Property Under Section 179 Note: *If you have any listed property, complete Part V before you complete Part I.*

1	Maximum amount See the instructions for a higher limit for certain businesses	1	125,000.
2	Total cost of section 179 property placed in service (see instructions)	2	
3	Threshold cost of section 179 property before reduction in limitation	3	500,000.
4	Reduction in limitation. Subtract line 3 from line 2. If zero or less, enter -0-	4	
5	Dollar limitation for tax year Subtract line 4 from line 1 If zero or less, enter -0- If married filing separately, see instructions	5	

6 (a) Description of property	(b) Cost (business use only)	(c) Elected cost

7	Listed property Enter the amount from line 29	7	
8	Total elected cost of section 179 property. Add amounts in column (c), lines 6 and 7	8	
9	Tentative deduction Enter the **smaller** of line 5 or line 8	9	
10	Carryover of disallowed deduction from line 13 of your 2006 Form 4562	10	
11	Business income limitation Enter the smaller of business income (not less than zero) or line 5	11	
12	Section 179 expense deduction. Add lines 9 and 10, but do not enter more than line 11	12	
13	Carryover of disallowed deduction to 2008. Add lines 9 and 10, less line 12 ▶	13	

Note: *Do not use Part II or Part III below for listed property. Instead, use Part V.*

Part II Special Depreciation Allowance and Other Depreciation (Do not include listed property.)

14	Special depreciation allowance for qualified property (other than listed property) placed in service during the tax year	14	
15	Property subject to section 168(f)(1) election	15	
16	Other depreciation (including ACRS)	16	

Part III MACRS Depreciation (Do not include listed property) (See instructions)

Section A

17	MACRS deductions for assets placed in service in tax years beginning before 2007	17	151,267.
18	If you are electing to group any assets placed in service during the tax year into one or more general asset accounts, check here ▶ ☐		

Section B - Assets Placed in Service During 2007 Tax Year Using the General Depreciation System

	(a) Classification of property	(b) Month and year placed in service	(c) Basis for depreciation (business/investment use only - see instructions)	(d) Recovery period	(e) Convention	(f) Method	(g) Depreciation deduction
19a	3-year property						
b	5-year property		50,607.	5	HY	200DB	9,613.
c	7-year property						
d	10-year property						
e	15-year property						
f	20-year property						
g	25-year property			25 yrs		S/L	
h	Residential rental property	/		27 5 yrs.	MM	S/L	
		/		27 5 yrs.	MM	S/L	
i	Nonresidential real property	VARIOUS	284,721.	39 yrs.	MM	S/L	4,729.
		/			MM	S/L	

Section C - Assets Placed in Service During 2007 Tax Year Using the Alternative Depreciation System

20a	Class life					S/L	
b	12-year			12 yrs.		S/L	
c	40-year	/		40 yrs	MM	S/L	

Part IV Summary (see instructions)

21	Listed property Enter amount from line 28	21	
22	**Total.** Add amounts from line 12, lines 14 through 17, lines 19 and 20 in column (g), and line 21 Enter here and on the appropriate lines of your return. Partnerships and S corporations - see instr	22	165,609.
23	For assets shown above and placed in service during the current year, enter the portion of the basis attributable to section 263A costs	23	

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04-29-08 LHA **For Paperwork Reduction Act Notice, see separate instructions.** Form **4562-FY** (2007)

Part V **Listed Property** (Include automobiles, certain other vehicles, cellular telephones, certain computers, and property used for entertainment, recreation, or amusement.)

Note: *For any vehicle for which you are using the standard mileage rate or deducting lease expense, complete* **only** *24a, 24b, columns (a) through (c) of Section A, all of Section B, and Section C if applicable*

Section A - Depreciation and Other Information (Caution: *See the instructions for limits for passenger automobiles* **)**

24a Do you have evidence to support the business/investment use claimed? ☐ Yes ☐ No **24b** If "Yes," is the evidence written? ☐ Yes ☐ No

(a) Type of property (list vehicles first)	(b) Date placed in service	(c) Business/ investment use percentage	(d) Cost or other basis	(e) Basis for depreciation (business/investment use only)	(f) Recovery period	(g) Method/ Convention	(h) Depreciation deduction	(i) Elected section 179 cost
25 Special depreciation allowance for qualified listed property placed in service during the tax year and used more than 50% in a qualified business use						25		
26 Property used more than 50% in a qualified business use:								
		%						
		%						
		%						
27 Property used 50% or less in a qualified business use.								
		%				S/L -		
		%				S/L -		
		%				S/L -		
28 Add amounts in column (h), lines 25 through 27 Enter here and on line 21, page 1						28		
29 Add amounts in column (i), line 26. Enter here and on line 7, page 1							29	

Section B - Information on Use of Vehicles

Complete this section for vehicles used by a sole proprietor, partner, or other "more than 5% owner," or related person.
If you provided vehicles to your employees, first answer the questions in Section C to see if you meet an exception to completing this section for those vehicles.

	(a) Vehicle		(b) Vehicle		(c) Vehicle		(d) Vehicle		(e) Vehicle		(f) Vehicle	
30 Total business/investment miles driven during the year (**do not** include commuting miles)												
31 Total commuting miles driven during the year												
32 Total other personal (noncommuting) miles driven												
33 Total miles driven during the year. Add lines 30 through 32												
	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
34 Was the vehicle available for personal use during off-duty hours?												
35 Was the vehicle used primarily by a more than 5% owner or related person?												
36 Is another vehicle available for personal use?												

Section C - Questions for Employers Who Provide Vehicles for Use by Their Employees

Answer these questions to determine if you meet an exception to completing Section B for vehicles used by employees who **are not** more than 5% owners or related persons

	Yes	No
37 Do you maintain a written policy statement that prohibits all personal use of vehicles, including commuting, by your employees?		
38 Do you maintain a written policy statement that prohibits personal use of vehicles, except commuting, by your employees? See the instructions for vehicles used by corporate officers, directors, or 1% or more owners		
39 Do you treat all use of vehicles by employees as personal use?		
40 Do you provide more than five vehicles to your employees, obtain information from your employees about the use of the vehicles, and retain the information received?		
41 Do you meet the requirements concerning qualified automobile demonstration use?		

Note: *If your answer to 37, 38, 39, 40, or 41 is "Yes," do not complete Section B for the covered vehicles.*

Part VI **Amortization**

(a) Description of costs	(b) Date amortization begins	(c) Amortizable amount	(d) Code section	(e) Amortization period or percentage	(f) Amortization for this year
42 Amortization of costs that begins during your 2007 tax year:					
43 Amortization of costs that began before your 2007 tax year				43	
44 **Total.** Add amounts in column (f) See the instructions for where to report				44	

PIPEFITTERS LOCAL UNION NO. 537 EDUCATION TRUST FUND
DECLARATION OF TRUST AND TRUST AGREEMENT
(As Amended January 1, 2007)

This Agreement and Declaration of Trust is amended and restated this 1st day of January 2007, by the undersigned Trustees of Pipefitters Local Union No. 537 Education Trust Fund hereinafter called "the Trustees" of the "Fund".

W I T N E S S E T H:

WHEREAS, there presently exists a Labor Agreement between the New England Mechanical Contractors Association and the Union and a Labor Agreement between the New England Mechanical Service Contractors Association/Air Conditioning and Refrigeration Contractor Association of Boston and the Union which provide for the establishment of an apprentice and journeyperson educational and training program, and

WHEREAS, Trustees, previously entered into an Agreement and Declaration of Trust to provide among other things, for the establishment of an educational fund; and

WHEREAS, said Trust Agreement, Article VII provides for amendment thereto;

WHEREAS, the undersigned Employer Trustees, as designees of the Associations and the undersigned Union Trustees, as designees of the Union desire to amend and restate said Trust Agreement in its entirety to include such additional amendments as they deem prudent, and

WHEREAS, the Board of Trustees under this Trust Agreement shall derive its authority to distribute the monies contributed to this Fund wholly from this Trust Agreement and solely for the purpose hereinafter provided, and

WHEREAS, it is the desire and intent of the parties of the Labor Agreement and the desire and intent of the parties to this Trust Agreement to use the Education Trust Fund exclusively for the purpose of educating apprentices to become duly qualified journeypersons in the construction industry, and to upgrade the education of journeypersons, in compliance with Section 501(c)(3) of the United States Internal Revenue Code, Section 302 of the Labor Management Relations Act of 1947, as amended, and the Employee Retirement Security Act of 1974, as amended, and all other laws applicable thereto,

NOW THEREFORE, in consideration of the premises and mutual covenants herein contained, the undersigned Trustees agreed to amend and restate said Trust Agreement in its entirety and declare that they will receive and hold such contributions and other money or property which may come into the Fund pursuant to the following powers and duties and for the following uses, and none other:

ARTICLE I. DEFINITIONS

Section 1. Apprentice. The term "Apprentice" shall mean an apprentice or probationary apprentice who is a participant in the Fund

Section 2. Association. The term "Association" shall mean any employer association in the construction industry which represents industry employers in collective bargaining with the Union.

Section 3. Board of Trustees. The terms "Board of Trustees" or "Board" shall mean the Board of Trustees established by this Trust Agreement.

Section 4. Declaration of Trust and Trust Agreement. The term "Declaration of Trust and Trust Agreement" as used herein shall mean this instrument. as the same may from time to time be amended as hereinafter provided.

Section 5. Employee. The term "Employee" as used herein shall mean any employee of a Local Employer with respect to whose employment the Employer recognizes the Fund and authorizes contributions into the Fund.

Section 6. Employer. The term "Employer" as used herein shall mean any Employer engaged in work within the Union's jurisdiction who is a party, directly or through membership in the Association(s), to a collective bargaining agreement with the Union or the International that provides for the establishment of and contributions to the Fund, or any employer which has entered into a written agreement to make contributions.

Section 8 Program .-. The term "Program" or "Apprenticeship Program" shall mean the plan or program for apprenticeship and other training, including standards, qualifications, eligibility requirements to be established by the Trustees.

Section 9 Trust Fund. The term "Fund" as used herein shall mean the Pipefitters Local Union No. 537 Education Trust Fund and the entire assets thereof, including all funds received by the Trustees in the form of employer contributions, together with all increments, earnings and income therefrom and any and all other property or funds received and held by the Trustees under this Declaration of Trust and Trust Agreement.

Section 10. Trustee. The term "Trustee" as used herein shall include any person designated as a Trustee pursuant to Article IV of the Agreement and Declaration of Trust. The Trustees, collectively, shall be the Board of Trustees and shall be the "Administrator" as defined by section 3(16)(A) of ERISA.

Section 11. Union. The term "Union" as used herein shall mean the Pipefitters Local 537.

ARTICLE II. CREATION AND PURPOSE OF THE TRUST

Section 1. Creation of Trust. The Union and the Association for and on behalf of its members, do hereby create and establish a Trust Fund to be governed by this Declaration of Trust and Trust Agreement.

Section 2. Purpose of Trust Fund. The Trust Fund is created, maintained and established and the Trustees agree to receive the Trust Fund and to hold it and administer it for the purpose of training apprentices in the skills necessary to become competent journeypersons and to upgrade the training of journey workers through such programs and with such equipment, supplies and facilities as may be necessary or favorable to fulfill the foregoing objectives.

The Board of Trustees shall have the continuing supervision, control and direction of the Fund for the uses and purposes set forth in this Trust Agreement and be vested with all right, title and interest to it. The Fund shall be administered by the Board of Trustees for the exclusive benefit of the Apprentices and journey workers. Notwithstanding anything to the contrary contained in this Trust Agreement or in the Plan, no portion of the Fund shall at any time revert to, or be recoverable by any Employer, any Association, or the Union, or be used for, or diverted to, purposes other than for the exclusive benefit of Apprentices and journey workers under the Plan, and the reasonable administrative expenses of the Fund and the Plan. It is intended that this Fund and Plan be a multi-employer plan as that term is defined in Section 37 of the Employee Retirement Income Security Act of 1974.

Neither the Employers, any Association, the Union, any Employee or Apprentice nor any other person shall have any right, title or interest in or to the Fund other than as specifically provided in this Trust Agreement or in the Plan. Neither the Fund nor contributors to the Fund shall be in any manner liable for or subject to the debts. contracts or

liabilities of the Employers, Association, the Union, or any Employee, Journeyworker or Apprentice.

ARTICLE III. CONTRIBUTIONS TO THE FUND

Section 1. Contributions shall be paid into the Fund in such manner and with such reports as the Board of Trustees prescribes.

Section 2. The Trustees shall require from the Contributing Employers such reports and information as may in their opinion are necessary to the fulfillment of the Trust Agreement and may demand and collect Employer Contributions and may enforce the collection thereof by such legal action as they deem fit but shall be under no obligation to do so, not shall they incur any liability for the non-payment of Contributions by any Contributing Employer. In the event the Trustees deem in advisable to institute suit, the cost and reasonable attorneys' fees incurred by the Trustees for services in connection therewith shall be borne by the Contributing Employer which is a party thereto.

Section 3. The Trustees or their representatives shall have the right by a vote of the Board to inspect at all reasonable times the individual payroll records and such other employment records of such Contributing Employer as are necessary and pertinent to determine whether said Contributing Employer is making full payment to the Trustees of the amounts required by the aforementioned collective bargaining agreements.

Section 4. All contributions to the Fund shall be received and held by the Board of Trustees subject to the trust established by the Trust Agreement and all the terms and provisions hereof. The acceptance and cashing of any checks for such contributions, and the disposition of the moneys covered thereby in accordance with this Trust Agreement. shall not act to release or discharge the Employer from his or its obligation under the Collective

Bargaining Agreement for hours worked under said Agreement for which no Contribution has actually been received, notwithstanding any statement, restriction or qualification appearing on the check or any attachment thereto.

Section 5. The Trustees shall have the power in their own names or otherwise, as in their discretion may be deemed necessary or desirable to demand and enforce the prompt payment of Contributions to the Fund, and to assert and enforce all priorities, lien rights, and other claims or rights with respect to any contributions or payments belonging to the Fund, including the rights to file priority and other claims in bankruptcy. If any Employer defaults in the making of such contributions or payments and if the Board consults or causes to be consulted legal counsel with respect thereto, or files or causes to be filed any suit or claim with respect thereto, there shall be added to the obligation of the Employer who is in default, reasonable attorneys' fees, interest at the IRC § 6621 rate, liquidated damages in an equal amount, court costs, and all other reasonable expenses, including audit costs, incurred in connection with such suit or claim, including any and all appellate proceedings therein.

ARTICLE IV. TRUSTEES

Section 1. Designation of Trustees. The Board of Trustees shall consist of eight members, four of whom shall be designated by the Union and four of whom shall be designated by the Association(s). Of the four association Trustees, three shall be appointed by the New England Mechanical Contractors Association, and one shall be appointed by the New England Mechanical Service Contractors Association/Air Conditioning and Refrigeration Contractor Association of Boston. In appointing Employer Trustees, the Association(s) shall give due regard for the interest of non-Association Employers. The Employer Trustees shall designate one of their number to be Co-Chairman, and the Union

Trustees shall designate one of their number to be Co-Chairman. The Board may elect such other officers as it deems necessary.

Section 2. Acceptance of Trust. A Trustee, by signing this Declaration of Trust and Trust Agreement, or upon filing a written acceptance with the other Trustees, in the case of any successor Trustee, shall thereby accept the Trust created by this Declaration of Trust and Trust Agreement and consent to act as Trustee to administer the Trust Fund as herein provided.

Section 3. Term of Office. Each Trustee shall continue to serve until his death, incapacity, resignation or removal as hereinafter provided.

Section 4. Resignation. A Trustee may resign and remain fully discharged from all future duty or responsibility hereunder by giving notice in writing to his appointive body and to the remaining Trustees, which notice shall state the effective date of the resignation and which resignation shall take effect on said date unless a successor Trustee shall have been appointed prior thereto, in which event such resignation shall take effect on the date of the successor's appointment.

Section 5. Removal. A Trustee may be removed at any time by the party that appointed him for any reason, with or without case.

Section 6. Successor Trustees. The Union and the Association shall give notice of the appointment of each successor Trustee to the Board of Trustees, and such appointment shall become effective upon the filing by such successor of his written acceptance of the Trust with the other members of the Board of Trustees.

Section 7. Death or Incapacity. If any Employer Trustee dies, becomes incapable of acting hereunder, resigns or is removed from office, a successor Trustee shall be

appointed forthwith by an instrument in writing signed by an authorized representative of the Association which appointed his predecessor. If any Union Trustee dies, becomes incapable of acting hereunder, resigns or is removed from office, a successor Trustee shall be appointed forthwith by the Union by an instrument in writing signed by the Business Manager of the Union. Any successor Trustee so appointed shall execute a written acceptance agreement and shall be deemed to have accepted the Trust created and established by this Trust Agreement and to have consented to act as Trustee and to have agreed to administer the Trust Fund as provided herein. No successor Trustee shall be responsible for anything done or committed in the administration of the Fund prior to the date he became a Trustee and subsequent to the time his trusteeship is terminated.

Any Trustee who resigns or is otherwise separated from office shall forthwith turn over to the Chairperson or Secretary-Treasurer of the Board of Trustees at the principal office of the Fund, any and all records, books, documents, monies and other properties in his possession or under his control which belong to the Fund or which were received by him in his capacity as such Trustee.

The powers of the remaining Trustees to act as herein provided shall not be impaired or limited in any way pending the designation of a successor Trustee to fill any vacancy.

Section 8. Successor Trustees. The Union and the Association(s) shall give notice of the appointment of each successor Trustee to the Board of Trustees, and any such appointment shall become effective upon the filing by such successor of his written acceptance of the Trust with the other members of the Board of Trustees.

Section 9. Compensation. Trustees shall be entitled to compensation for services rendered and for the reimbursement of expenses properly and actually incurred only insofar

as permitted by Section 408(c) of the Employee Retirement Income Security Act of 1974, as amended.

ARTICLE V. ADMINISTRATION OF TRUST

Section 1. Powers of Trustees. The Trustees are Fiduciaries and are the "Administrator" of the Plan as defined by the Employee Retirement Income Security Act of 1974, as amended. The administration of the Trust Fund shall be vested wholly in the Trustees. The Trustees shall have complete and exclusive discretionary authority to make determinations and promulgate such rules and regulations they deem necessary and appropriate for the effective administration of this Fund, consistent with its purposes, including:

a) establish training and instruction policies, and any other instruments, forms, policies or documents;

b) establish and determine eligibility rules for admission of apprentices, rules and policies regarding advancement, discipline, graduation and all other rules relating to the training of apprentices;

c) construe and interpret the terms of the Trust Agreement and any other instruments, forms, policies or documents, including ambiguous terms and meanings; and

d) transfer apprentices from one job or Employer to another, provided such transfers are not inconsistent with the collective bargaining agreements between the Union and the Association.

Any construction adopted by the Trustees in good faith shall be binding upon the Associations. Union, Employers and Employees.

The administration of the Trust Fund shall be vested in the Trustees who, consistent with the purposes of the Trust Fund, shall have the power and authority, by way of example and not by way of limitation:

a) To require and compel contributions to the Trust Fund in accordance with applicable collective bargaining agreements together with the reasonable costs of collection and any additional assessment which the Trustees may determine to impose upon a delinquent employer;

b) To make such rules and regulations as may be consistent with and necessary for effectuating the provisions of this Declaration of Trust and Trust Agreement;

c) To invest and reinvest the Trust Fund to the extent the Trustees deem practicable and to sell, exchange, convey, transfer or dispose of any property at any time forming a part of the Trust Fund upon such terms as they may deem proper and to effect and deliver any and all instruments of conveyance and transfer in connection therewith;

d) To compromise, compound and settle any debt or obligation due to or from the Trustees and to reduce the rate of interest on, to extend or otherwise modify or to foreclose upon default or otherwise enforce, or act with respect to any such obligation, and any decision rendered by the Trustees to compromise or settle a claim or controversy, or any compromise or settlement agreement entered into by the Trustees, shall be conclusive and binding on all parties interested in this Fund;

e) To accept and hold any securities or other property received by the Trustees whether or not the Trustees would be authorized hereunder to invest therein;

f) To deposit all monies received by the Board of Trustees in any bank, trust company, or insured building and loan, as shall be designated from time to time by the Board of Trustees;

g) To employ a Training Director/Coordinator, staff and faculty as the Trustees may deem proper;

h) To designate such accounts as may be necessary to facilitate the day-to-day operations of the training programs approved by the Trustees, including, but not limited to, the purchase of materials and supplies, and the payment of legal, accounting and actuarial services;

i) To sell the whole or any part of the real estate held by the Trustees of said Trust Fund, upon such terms and conditions as they may deem advisable, without the necessity of applying to the Union or the Association for such authority, and may take back mortgages for the whole or any part of the purchase, and may sign, seal, acknowledge, and deliver good and sufficient deeds therefor, and such deeds from the said Trustees shall convey title in fee simple, free and discharged of all trusts, and no purchaser from said Trustees shall be bound to see to the application of the purchase money;

j) To borrow money, and as security therefor, to mortgage the whole or any part of the real estate held by the Trustees of said Trust Fund, by any form of mortgage either with or without the power of sale, upon such terms and for such amounts as to the Trustees shall be deemed advisable, and no lender of money to the said Trustees shall be bound to see to the application of the money lent;

k) To sell, exchange, lease, convey or otherwise dispose of or to cause to be sole, exchanged, leased, conveyed or otherwise disposed of, any property of any kind

forming a part of the Fund upon such terms as it may deem proper and to execute and deliver or cause to be executed and delivered, any and all instruments of conveyance or transfer in connection herewith;

l) To keep property and securities registered in the name of the Trustees or the Fund or in the name of any other individual or entity duly designated by the Trustees;

m) To pay or cause to be paid any and all real or personal property taxes, income taxes, or other taxes or assessments of any or all kinds levied or assessed upon or with respect to the Fund or the Plan;

n) To maintain or cause to be maintained, or a current basis, all actuarial data, records and information in connection with the administration of the Plan;

o) To prepare or cause to be prepared such periodic reports concerning the affairs of the Fund and the Plan, as the Board may deem advisable, and to furnish such reports to such persons as the Board may deem advisable. The Trustees shall provide employees and beneficiaries such information as may be required by law;

p) To maintain or cause to be maintained such bank account or bank accounts as may be necessary or advisable in the administration of the Fund or the Plan, and to designate the person or persons authorized to sign checks and withdrawal orders on any such accounts;

q) To attend and participate in and to designate representatives to attend and to participate in such educational conferences, meetings, conventions, sessions and the like as the Trustees in their discretion deem necessary, appropriate or advisable for the purpose of educating the Trustees and their designated representatives in the better administration of the Fund, in the more effective and efficient management of the moneys and property of the Fund to provide better benefits with available funds. The Trustees or their designated

representatives may be reimbursed for all expenses properly and actually incurred related to such meetings;

r) To adopt by-laws and to promulgate any and all necessary rules and regulations which they deem necessary or desirable to facilitate the proper administration of the Trust Fund, provided the same are not inconsistent with the terms of this Trust Agreement. All by-laws, rules and regulations adopted by action of the Trustees shall be binding upon all parties hereto, all parties dealing with the Trust Fund and all persons claiming any benefits hereunder;

s) The Trustees shall obtain from an authorized surety company such bonds as may be required by law, covering such persons and in such amounts (but not less than required by law) as the Trustees, in their discretion, may determine. The cost of premiums for such bonds shall be paid out of the Trust Fund;

t) The Trustees may in their discretion obtain and maintain policies of insurance, to the extent permitted by law, to insure the Trust Fund as well as employees or agents of the Fund; and,

u.) To do all acts, whether or not expressly authorized herein, which the Trustees may deem necessary or proper for the protection of the Trust Fund assets.

Section 2. Books and Accounts. The Trustees shall keep true and accurate books of accounts and records of all their receipts and expenditures under the Declaration of Trust and Trust Agreement, which shall be audited annually or more often as determined by the Trustees by a qualified public accounts or firm of public accounts selected by the Trustees. A copy of the statement of the results of any such audit shall be furnished to each Trustee, to

the Association, and to the Union, and such statement shall be posted and available for inspection by any Employer or employee at the Trustees' principal office.

Section 3. Power to Make Future Agreements. Compatible with equitable principles and to the extent that accounting principles permit, the Board of Trustees may coordinate its activities in the administration of the Fund and the programs administered by the Fund with the administrative activities of the governing board or boards of any other apprentice training fund or funds, established or to be established for employees in the construction industry to such extent and upon such terms as may be deemed necessary or desirable by the Board, including the entering into and performance of agreements or arrangements with any such board or boards providing for reciprocity or the transfer or exchange of credits or contributions between or among such funds or plans upon such terms as the Board may determine are for the best interest of the beneficiaries of the Fund.

Section 4. Merger Consolidation, etc. Further, the parties hereto recognize that at some time or times in the future, the Board of Trustees may deem it in the best interest of the Trust that the Trust be merged, amalgamated, consolidated, or joined with other apprentice and training funds or that the Trust pay to or accept from other apprentice and training trusts, funds in connection with the joinder or amalgamation with or inclusion in this Trust of a new employer, power to investigate, evaluate or negotiate any such merger, consolidation, amalgamation or joinder or any similar situation or to prepare and enter into agreements to consummate the same, providing that any such merger, amalgamation or consolidation shall be subject to the terms of this Trust Agreement.

Section 5. Delegation The Trustees may delegate any of their ministerial powers or duties hereunder to any of their agents or employees. The Trustees may enter into such

contracts or agreements, or employ, an administrator, training coordinator, training director and assistant training director, instructors, or such other persons as the Trustees deem required or appropriate to carry out the purposes of the Fund.

Section 6. Rules and Regulations The Trustees shall have the power to promulgate and adopt such rules and regulations as they may deem necessary to carry out the provisions of this Trust Agreement, provided that no such rules and regulations shall be inconsistent with any of the specific provisions contained herein. All rules and regulations promulgated and adopted by the Trustees may be added to, amended or modified from time to time whenever necessary to carry out more effectively the purposes of this Trust, and all rules and regulations when adopted, and all additions, amendments or modifications thereof shall be deemed incorporated herein and shall become part hereof with the same force and effect as if herein set forth in full.

Section 7. Sharing of Administrative Services The Trustees shall have the power to associate and make agreements with the Trustees of the other Funds in which the Local 537and the Associations participate on an employer-employee basis, for the purpose of establishing joint administration of the several funds, to which the several funds share expenses. The Trustees shall have the power to make agreements with such other entities to share expenses of collection of Employer contributions to the extent not prohibited by law. The Trustees shall have the power, in their sole discretion, to enter into reciprocal agreements with the Trustees of other educational and apprenticeship funds tax-exempt under §501(a) of the Code by virtue of §501(c)(3) of the Code which provides for the transfer of contributions of employers to or from either fund. and to promulgate such other

rules, regulations and forms incident to such transfers or reciprocal agreements as are deemed advisable in their sole discretion.

Section 8. Investments The Trustees shall have the power and authority, in their sole discretion, to invest and reinvest such funds as they may from time to time determine in such investments under applicable State and Federal law. The Trustees may sell, exchange or otherwise dispose of such investments at any time and from time to time. The Trustees shall also have the power and authority (in addition to, and not in limitation of, common law and statutory authority) to invest in any stocks, bonds, or other property, real or personal, including improved or unimproved real estate and equity interests in real estate, where such an investment appears to the Trustees, in their discretion and consistent with their fiduciary obligations, to be in the best interest of the Fund. The Trustees shall have the authority, in respect to any stocks, bonds, or other property, real or personal, held by them as Trustees, to exercise all such rights, powers and privileges that may be lawfully exercised by any other person owning similar stocks, bonds or other property in his own right. Notwithstanding any other provisions of this Trust Agreement, assets of the Fund may be invested in any collective investment fund maintained exclusively for the investment of assets of except employee benefit trusts, to the extent and as provided by ERISA or other applicable law.

The Trustees shall have the power to appoint an investment manager or managers (as defined in Section 3(38) of ERISA), including but not limited to a bank, to manage (including the power to acquire or dispose of) any assets of the Trust as are entrusted to its or their management (or vote proxies). No Trustee shall be liable for the acts or omissions of such investment manager or managers, or be under an obligation to invest or otherwise manage any asset of the Trust which is subject to the management of such investment

manager. The Trustee shall, in connection with any allocation or delegation of Investment functions, adopt appropriate investment policies or guidelines.

The Trustees may, by resolution or by the provisions of this Trust Agreement, allocate or delegate fiduciary responsibilities to other individuals, as they may deem appropriate or necessary in their sole discretion and consistent with ERISA.

Article VI – Trustees

Section 1. Actions of Trustees. Any determination of the Board of Trustees may be made by a majority of the Trustees present at a duly convened meeting, or by written concurrence of all Trustees. The Trustees shall have final discretionary authority to determine all questions of eligibility for and status in the Fund's programs and to interpret and construe the terms of the Plan and specific claims concerning the Plan and/or the operation of the Joint Apprenticeship and Training Committee.

Section 2. Meetings of Trustees. There shall be at least four meetings of the Board of Trustees each year; additional meetings may be called at any time by any Trustee on five days' written notice to the other Trustees, which notice may be waived in writing by any Trustee.

Section 3. Quorum. A quorum for the transaction of business at any meeting shall consist of at least three of the Trustees designated by the Union and three of the Trustees designated by the Association, provided that the voting strength of the Association Trustees and the Union Trustees shall, at all times, be equally weighted.

Section 4. Taking Action Without Meeting. Upon any matter which may properly come before the Board of Trustees, the Board may act in writing without a meeting, provided such action has the concurrence of all of the Trustees.

Section 5. Deadlock. In the event of a deadlock on any question and there are no neutral persons empowered to break such deadlock. upon written notice by any two Trustees, a special meeting shall be called for the purpose of agreeing upon an impartial umpire to break such deadlock by deciding the dispute in question. Such notice shall specify the dispute in question causing such deadlock. If the Trustees fail to select such impartial umpire within five days after such act is given, then any two or more Trustees may file a petition with the American Arbitration Association, requesting such Court to appoint an impartial arbitrator to decide the dispute in question which caused the deadlock. The determination of any impartial arbitrator appointed pursuant to this proviso shall be binding as the act of the Board of Trustees. Nothing herein shall prohibit the Trustees from reconsidering a deadlocked issue at any time prior to the umpire's determination of the issue.

ARTICLE VI. EXECUTION OF INSTRUMENTS

Section 1. Signatures. All checks, drafts, vouchers and other instruments for the withdrawal of the monies deposited under this Declaration of Trust and Trust Agreement by such Trustees of the Board as are authorized for such purpose by the Board of Trustees, provided there shall be one Union Trustee and one Association Trustee authorized by the Board of Trustees to sign such instruments. Nothing herein shall prohibit the Trustees from authorizing an employee to sign checks drawn on an operations account provided such account is specifically designed for that purpose.

Section 2. Exoneration of Persons Relying on Trust Instruments. No person, firm or corporation dealing with the Trustees in relation to this Declaration of Trust and Trust Agreement shall be obligated to see to the application of any money or property comprising

a part of the Trust Fund, or to see that the terms of this Declaration of Trust and Trust Agreement have been complied with, or be obligated to inquire into the necessity or expediency of any act of the Board of Trustees. Every instrument executed by the Board of Trustees shall be conclusive in favor of every person relying thereon that (1) at the time of delivery of such instrument, the Trust hereby created was in full force and effect, (2) such instrument was executed in accordance with the provisions of the Declaration of Trust and Trust Agreement, and (3) the Board of Trustees was duly authorized and empowered to execute such instrument.

ARTICLE VII. LIABILITY

Section 1. Trustees' Liability. The Board of Trustees shall not be responsible in any manner in respect to the validity or sufficiency of the Declaration of Trust and Trust Agreement or for any act of omission or commission on the part of the Association, the Employers, Local Employers, any Employee or the Union. No Trustee shall be personally liable for any action taken or omitted by him in good faith pursuant to the Declaration of Trust and Trust Agreement, or for any acts of any agent, employee, or expert selected by the Board of Trustees with reasonable care, or for any act of omission or commission by any other Trustee, except where due to the willful misconduct, lack of good faith, or breach of fiduciary duty.

Section 2. Fidelity Bond. Any and all persons or Trustees who handle monies within the contemplation of the Trust shall be bonded by a fidelity bond with such company or companies and in such amount as the Board of Trustees may determine.

ARTICLE VIII. GENERAL PROVISIONS

Section 1. Amendment. The provisions of this Declaration of Trust and Trust Agreement may be amended at any time by an instrument in writing executed by the Trustees. The Trustees reserve the right, to the extent permitted by ERISA and the Code, to amend, modify, or discontinue all or part of the Plan or the policies whenever, in their judgment, conditions so warrant.

Section 2. Termination. The Association or the Union may terminate this Agreement at any time when there is no collective bargaining agreement and there is also no obligation under applicable law in effect requiring contributions to be made to the Trust Fund: otherwise this Agreement shall continue for the maximum period permitted by law.

In the event of termination or if the continuation of contributions is no longer required by any collective bargaining agreement and there remains a surplus, the Trustees shall use such funds for the purpose of paying obligations and providing training until the funds are exhausted.

Section 3. Reversion. Under no circumstances will any apprentice, or any other person have any right, title or interest in or to the Trust Fund or any property of the Trust Fund or any part thereof; and under no circumstances shall any part of the principal or income of this Trust Fund inure to the benefit of any private individual, corporation or association.

Section 4. Political Uses. It is further understood that at no time or under any circumstance will any monies in this Trust Fund be used in a political campaign for or against any candidate for public office.

Section 5. Situs of Trust. The Trust Fund shall be deemed to be located within the Commonwealth of Massachusetts and the validity of this Declaration of Trust and Trust Agreement, and any amendments thereto, shall be construed according to the Employment Retirement Income Security Act of 1974, as amended, and the Labor-Management Relations Act, as amended.

Section 6. Intention. It is the intention of the Trust Fund to establish by this document a plan of benefits constituting a benefit plan under the Employee Retirement Income Security Act (ERISA) and any amendments to that Act.

Section 7. Decision-Making Authority. Only the Trustees have the authority to make decisions for the Trust Fund. No Local Union officer, business agent, Local Union Participant. Employer or Employer representative, Coordinator. consultant, attorney or other

person is authorized to speak for or on behalf of the Trustees, or to commit the Trustees of this Trust Fund on any matter relating to that Trust Fund without the express authority of the Trustees.

Section 8. Authority to Determine Eligibility. Only the Trustees of the Trust Fund have the exclusive, discretionary authority to determine, among other things, eligibility for the programs administered by the Fund and the right to participate in the programs administered by the Fund, including the interpretation and application of the Trust policies and procedures in general or to a particular claim or application. This authority includes, but is not limited to, the discretion to make factual determinations and to interpret provisions of the Plan and the policies and procedures of the programs administered by the Fund.

ARTICLE IX. NON-DISCRIMINATION POLICY

The rights, privileges, programs and activities made available to journeypersons and apprentices shall be made available to all such journeypersons and apprentices without discrimination on the basis of race, creed, color, sex, sexual orientation, age, religion, or national or ethnic origin. The Trustees will not discriminate nor will they authorize anyone acting under color of their authority to discriminate on the basis of race, color, sex, sexual orientation, age, religion, or national or ethnic origin in the administration of educational policy, admissions policy, scholarship and loan programs or any other program administered by the Trustees.

ARTICLE X. USE AND PRESERVATION OF TRUST ASSETS

The Trustees shall collect the contributions and the income earned on Trust investments for the purpose of providing benefits for those Employees of Employers on whose behalf contributions have been made to this Trust Fund. The Trust Assets are not to

be used to provide training or other benefits for individuals who are not subject to collective bargaining agreements providing for contributions to this Trust Fund. The Trustees are empowered to develop and implement programs to protect and preserve Trust Fund assets, and to prevent unnecessary expenditures on Employees and Apprentices who are working in the construction industry but not for Employers who have an obligation to contribute to this Trust Fund.

ARTICLE XI. CONTRIBUTIONS FROM THE COOPERATION TRUST

The Trustees acknowledge the creation by Pipefitters Local 537 and the Employer's Association of the Pipefitters Local 537 Labor-Management Cooperation Trust (hereinafter referred to as "the Cooperation Trust"). The Trustees further acknowledge that one of the purposes of the Cooperation Trust is to make contributions to employee benefit funds on behalf of signatory Employers in circumstances agreed upon by the Union and the Association. In accordance with the purpose and intent of the Union and the Association in creating the Cooperation Trust, the Trustees do hereby agree that contributions from the Cooperation Trust may be made on behalf of signatory Employers and the Trustees will receive said contributions as if made by the Employer on whose behalf the Cooperation Trust made the contribution.

ARTICLE XII SAVINGS CLAUSE

If, for any reason, any provision of this Agreement shall be, is, or is hereafter determined by decision, act or regulation of a duly constituted body or authority, to be in any respect invalid, it shall not nullify any of the other terms and provisions of this Agreement, and, in such respect or respects as it may be necessary to conform this Agreement with the applicable provision of law in order to prevent the invalidity of such

provision or provisions, then the said provision or provisions shall be deemed automatically amended to conform with such rule, law, regulation, act or decision, and the Union and the Associations, parties to this Agreement, shall, in such case, meet and take the necessary and appropriate action, at a duly constituted meeting, to formally adopt and ratify such amendment or amendments to this Agreement and they shall be deemed included herein as though originally contained in and a part of this Agreement from its inception.

IN WITNESS WHEREOF, the Trustees of the Board of Trustees, in token of their acceptance of the obligations upon them hereby created, have hereunto subscribed their names to this Trust Agreement, this 17th day of January, 2008.

UNION TRUSTEES	EMPLOYER TRUSTEES
C. DANIEL WATTS	FRANK NORTON
WILLIAM C. YOUNG, JR.	ROBERT D. GILLIGAN
LEO FAHEY	TROY DINAPOLI
BRIAN KELLY	PETER COMEAU

PIPEFITTERS LOCAL 537
C. DANIEL WATTS

NEW ENGLAND MECHANICAL CONTRACTORS ASSOCIATION
PETER R. COMEAU

NEW ENGLAND MECHANICAL SERVICE CONTRACTORS ASSOCIATION/ AIR CONDITIONING AND REFRIGERATION CONTRACTOR ASSOCIATION OF BOSTON
TROY DINAPOLI

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STATEMENT 4
PIPEFITTERS LOCAL UNION NO. 537
EDUCATION TRUST FUND
FORM 990

FEDERAL ID # 04-2326090
APRIL 30, 2008

PART IV, ITEM 57. Building & Equipment - Basis & Accumulated Depreciation

April 30, 2008

Asset Category	Cost	Accumulated Depreciation	Net Book Value	
Building	1,686,528	1,007,112	679,416	A
Building Improvements	1,048,777	338,328	710,449	A
School Equipment	779,188	695,220	83,968	B
Office Equipment	132,213	78,021	54,192	B
Land & Land Improvements	446,543	51,582	394,961	A
	4,093,249	2,170,263	1,922,986	

SUM OF A	1,784,826	REAL ESTATE
SUM OF B	138,160	TANGIBLE PERSONAL PROPERTY
	1,922,986	

Form **8868**
(Rev. April 2008)
Department of the Treasury
Internal Revenue Service

Application for Extension of Time To File an Exempt Organization Return

▶ File a separate application for each return.

OMB No. 1545-1709

- If you are filing for an **Automatic 3-Month Extension, complete only Part I** and check this box ▶ [X]
- If you are filing for an **Additional (Not Automatic) 3-Month Extension, complete only Part II** (on page 2 of this form).

Do not complete Part II unless you have already been granted an automatic 3-month extension on a previously filed Form 8868

Part I **Automatic 3-Month Extension of Time.** Only submit original (no copies needed).

A corporation required to file Form 990-T and requesting an automatic 6-month extension - check this box and complete Part I only ▶ [ ]

All other corporations (including 1120-C filers), partnerships, REMICs, and trusts must use Form 7004 to request an extension of time to file income tax returns.

Electronic Filing (e-file). Generally, you can electronically file Form 8868 if you want a 3-month automatic extension of time to file one of the returns noted below (6 months for a corporation required to file Form 990-T) However, you cannot file Form 8868 electronically if (1) you want the additional (not automatic) 3-month extension or (2) you file Forms 990-BL, 6069, or 8870, group returns, or a composite or consolidated Form 990-T. Instead, you must submit the fully completed and signed page 2 (Part II) of Form 8868. For more details on the electronic filing of this form, visit *www.irs.gov/efile* and click on *e-file for Charities & Nonprofits.*

Type or print	Name of Exempt Organization	Employer identification number
	PIPEFITTERS LOCAL UNION NO. 537 EDUCATION TRUST FUND	04-2326090
File by the due date for filing your return See instructions	Number, street, and room or suite no. If a P O box, see instructions. 40 ENTERPRISE STREET	
	City, town or post office, state, and ZIP code. For a foreign address, see instructions. DORCHESTER, MA 02125	

Check type of return to be filed (file a separate application for each return):

[X] Form 990	[ ] Form 990-T (corporation)	[ ] Form 4720
[ ] Form 990-BL	[ ] Form 990-T (sec 401(a) or 408(a) trust)	[ ] Form 5227
[ ] Form 990-EZ	[ ] Form 990-T (trust other than above)	[ ] Form 6069
[ ] Form 990-PF	[ ] Form 1041-A	[ ] Form 8870

- The books are in the care of ▶ TIMOTHY GILLIGAN
  Telephone No ▶ (617) 825-3777 FAX No ▶
- If the organization does not have an office or place of business in the United States, check this box ▶ [ ]
- If this is for a Group Return, enter the organization's four digit Group Exemption Number (GEN) _____. If this is for the whole group, check this box ▶ [ ]. If it is for part of the group, check this box ▶ [ ] and attach a list with the names and EINs of all members the extension will cover.

1 I request an automatic 3-month (6-months for a corporation required to file Form 990-T) extension of time until DECEMBER 15, 2008, to file the exempt organization return for the organization named above. The extension is for the organization's return for
▶ [ ] calendar year _____ or
▶ [X] tax year beginning MAY 1, 2007, and ending APR 30, 2008

2 If this tax year is for less than 12 months, check reason [ ] Initial return [ ] Final return [ ] Change in accounting period

3a	If this application is for Form 990-BL, 990-PF, 990-T, 4720, or 6069, enter the tentative tax, less any nonrefundable credits See instructions	3a	$
b	If this application is for Form 990-PF or 990-T, enter any refundable credits and estimated tax payments made Include any prior year overpayment allowed as a credit	3b	$
c	**Balance Due.** Subtract line 3b from line 3a Include your payment with this form, or, if required, deposit with FTD coupon or, if required, by using EFTPS (Electronic Federal Tax Payment System) See instructions.	3c	$ N/A

Caution. If you are going to make an electronic fund withdrawal with this Form 8868, see Form 8453-EO and Form 8879-EO for payment instructions.

LHA **For Privacy Act and Paperwork Reduction Act Notice, see Instructions.** Form **8868** (Rev. 4-2008)

723831
04-16-08