

ANNUITY & SAVINGS PLAN

The Trustees have always made a good faith effort to give you the benefits to which you are entitled under the various Collective Bargaining Agreements between the Hampton Roads Shipping Association and the International Longshoremen's Association and to comply in every way with all government regulations concerning your employee benefits. The Employee Retirement Income Security Act of 1974 (ERISA) requires information about your employee benefit plans to be described to you in plain language. This Master Summary Plan Description contains all of the information required by law to be included in a summary of your HRSA-ILA Plans.

To review the Summary Plan Description of the HRSA-ILA Annuity & Savings Plan, you can scroll down the Summary Plan in its entirety or use the links on the following Table of Contents to navigate to sections of interest.

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HAMPTON ROADS SHIPPING ASSOCIATION - INTERNATIONAL LONGSHOREMEN'S ASSOCIATION ANNUITY & SAVINGS PLAN

INTRODUCTION

There are few goals of greater long range importance to you and your family than providing for retirement security. The Hampton Roads Shipping Association and the International Longshoremen's Association have established a retirement savings plan to help eligible employees provide for that security.

The purpose of the HRSA-ILA Annuity and Savings Plan (the "Plan") is to give eligible employees the opportunity to save for their retirement security on a pre-tax and after-tax basis. It will also provide certain employer-provided benefits. The benefits will be payable in the event of your retirement, disability, death, attainment of normal retirement age, or undisputed permanent termination of employment with participating employers. The Plan is for the exclusive benefit of eligible employees and their beneficiaries.

The Plan became effective October 3, 1996. This booklet gives a summary, in informal language, of the principal features of the Plan.

Highlights of the Plan are on the next page, and are followed by a description of the Plan in more detail. After the Plan description is a series of questions and answers that are aimed at answering questions that are most often asked by Plan participants. At the end of the booklet is a section on Plan administration.

Please read this booklet carefully and discuss its contents with your spouse. If any details are not clear or if you have any questions, please feel free to contact MassMutual (the "Service Company") at 1-800-309-3539 or the HRSA-ILA Participant Services Department at (757) 457-7090. The MassMutual website address is www.massmutual.com.

HIGHLIGHTS

Your HRSA-ILA Annuity and Savings Plan provides you with the right to receive your account balance when you retire (or attain normal retirement age), die, become permanently disabled, or have an undisputed permanent termination of employment from all participating employers. Your account balance is comprised of any pre-tax contributions, after-tax contributions, rollover contributions, employer contributions, and investment gains and losses. Your account balance is payable in a lump sum or as monthly income for life (an “annuity”). If you elect an annuity and are married, payments will be made over the joint lives of you and your spouse unless you obtain your spouse’s consent for other payment options.

You are 100% vested in your account balance at all times. In the event of your death, your account balance is payable to your surviving spouse in the form of a life annuity (unless your spouse elects otherwise). If you are unmarried, or you and your spouse consent to a designated beneficiary other than your spouse, your account balance is payable to your designated beneficiary.

These important features are explained in more detail on the following pages.

This description of your Plan summarizes the official Plan documents. We have tried to write this summary in clear, understandable and informal language. However, you should refer to the official Plan documents for more information about your benefits. In the event of conflict between the information in this summary and the official Plan documents, the Plan documents will govern.

ELIGIBILITY AND ACTIVE PARTICIPATION IN THE PLAN

You may become a participant in the Plan if:

- you are an employee of a member of the Hampton Roads Shipping Association (the "Employer Association") covered by the Collective Bargaining Agreement (CBA), or of the Employer Association, the International Longshoremen's Association and/or its affiliated locals in the Port of Hampton Roads and vicinity, or the Administrative Office of the Plan;
- your employer participates in the Plan;
- you are not a leased employee or a nonresident alien employee; and
- you are employed in the industry (see further discussion on page 119).

You will become a Plan participant upon filing an application with the Administrative Office of the Plan. Your application should be submitted no less than 10 working days before the start of a payroll week when you wish to begin participating. If you do not elect to participate when you are first eligible, you can elect to participate at any time.

Once you elect to participate, you will remain in the Plan until you notify us of any change or until you are no longer an eligible employee.

VESTING SERVICE

All contributions to your account balance are fully vested at all times.

YOUR ACCOUNT BALANCE

Your benefit under the Plan is based solely on your account balance. Your account balance generally is made up of your pre-tax elective contributions, after-tax contributions, non-discretionary employer contributions, rollover contributions, and investment gains or losses on the account.

CONTRIBUTIONS BY EMPLOYEE

You may participate in the Plan by electing to defer a percentage of your wages (that is, "compensation" as defined below) into the Plan with pre-tax dollars. You may contribute as little or as much as you can afford up to the annual maximum pre-tax contribution. The annual maximum pre-tax contribution level is \$16,500 for 2009. If fifty or older, an additional \$5,500 elective deferral is permitted. After 2009 the limit will increase from time to time pursuant to IRS approved cost-of-living adjustments. These contributions cannot be forfeited for any reason. You may change or discontinue your rate of contributions at any time by submitting an Annuity & Savings Deferred Salary Agreement identified on the HRSA-ILA website form page as a Payroll Voluntary Annuity Deduction form. If you are enrolling in the plan for the first time, you must also submit the Annuity & Savings Plan Participant New Enrollment form.

Annuity & Savings forms can be obtained from the HRSA-ILA website, www.hrsa-ila.com, from the Interactive Voice Response by dialing (757) 423-3090, or by contacting the HRSA-ILA Participant Services Department at (757) 457-7090.

Compensation generally means total W-2 compensation plus amounts not currently taxable under a cafeteria plan or simplified employee pension, up to \$245,000 (as adjusted for inflation by the IRS). Compensation also includes your elective contributions under this Plan.

You may also elect to make after-tax contributions. You may contribute as little or as much as you can afford up to an annual "maximum contribution" limit (see page 118).

NOTE: Contributions to your account balance may be reduced to your "maximum contribution" authorized under the Internal Revenue Code (see page 117). Generally, the limit will be the lesser of \$46,000 (as adjusted for inflation) or 100% of your W-2 compensation.

CONTRIBUTIONS BY EMPLOYER

Your eligibility for mandatory employer contributions to the Plan, and the amount of the contributions, depend on several factors. First of all, you must be employed under the Collective Bargaining Agreement by a participating employer. You may also qualify for employer contributions of:

- 80¢ per hour for each hour that you work beginning October 3, 1996 if you were employed in the industry under the Collective Bargaining Agreement on or before October 1, 1993; or
- 50¢ per hour for each hour that you work beginning October 1, 2004 and each Contract Year thereafter, following a Contract Year in which you have worked or received credit for 1100 hours; or
- 80¢ per hour for each hour that you work beginning October 1, 2004, and each Contract Year thereafter, after you qualify for benefits from the HRSA-ILA Container Royalty Fund.

If you qualify for an Annuity & Savings Plan mandatory employer contribution, your participating employer will contribute to the Plan on your behalf for each hour that you work under the Collective Bargaining Agreement. Any employee working under the Collective Bargaining Agreement for a participating employer may make contributions to the Plan on a voluntary, pre-tax or after-tax basis.

ROLLOVER CONTRIBUTIONS

Distributions from certain qualified employee benefit plans may be rolled over into the Plan. If you participated in a qualified plan before you began working on the waterfront, consult the administrator of that plan for information on plan distribution options. Contact the Service Company (see page 108) for more detailed information.

Upon reaching normal retirement age, a participant may begin taking withdrawals even if he has not retired.

INVESTMENT OF CONTRIBUTIONS

You have the opportunity to direct the investment of your own contributions and your employer's non-discretionary contributions (if any) from among various

funds available to you under the Plan. The Service Company will provide you with information about the investment alternatives available to you.

DEDUCTIONS FROM YOUR PLAN BENEFIT

Your Annuity & Savings Plan benefit has certain deductions that are made from any distributions you receive from the Plan. Federal and state taxes are withheld based on the elections you make at the time you apply for retirement or withdrawal.

Alternate Payee shall be deemed to be a "permanently terminated employee" and a Distribution Event shall be deemed to have occurred with regards to the Alternate Payee.

Annuity & Savings

The Plan will also make deductions from your savings benefits where required to by law, for example in the case of child support and spousal support orders. However, these will only be honored if they meet the definition of a Qualified Domestic Relation's Order ("QDRO"). If the Plan receives such a document, the Plan will perform a review to determine if the order does qualify for a QDRO status. Either way you will receive letters notifying you that the Plan has received these types of documents and whether or not the document qualifies for QDRO status.

If you owe federal or state taxes the federal or state taxing authorities may "levy" your Plan benefit in order to pay the taxes. If this happens, the Plan must honor such levies.

Your account balance (consisting of mandatory employer contributions, if any, employee elective deferrals, employee after-tax contributions, rollover contributions, and investment gains and losses) will not be reduced to pay the Plan's general operating expenses.

If pursuant to a QDRO the spouse or ex-spouse ("Alternate Payee") of a Participant is entitled to receive a distribution of benefits from the Plan before the Participant is entitled to receive a distribution of the benefits, the

BENEFITS

PAYMENT OF BENEFITS

Payment of your entire account balance under the Plan is available to you upon your retirement (or attaining normal retirement age), undisputed permanent termination of employment with all participating employers (see further discussion on page 120), death, or permanent disability. Your written consent is required for distributions of amounts in excess of \$5,000.

A Plan distribution that is requested as a result of your permanent termination of employment from all participating employers will not be made until six months after you complete a distribution request, or your last employment or receipt of temporary disability benefits, whichever is later. If you return to employment for a participating employer following your undisputed termination of employment and prior to the distribution, the distribution will not be made.

You will attain your normal retirement age on the first of the month after you reach age 62 or, if later, the fifth anniversary of the first day of the Plan year in which you become a Plan participant.

You may postpone your retirement for Plan purposes beyond your normal retirement age. No distributions are required to be made before April 1st following the calendar year when you attain age 70-1/2.

DISABILITY BENEFIT

If the Board of Trustees, based on substantiation satisfactory to the Trustees, determines that you have a permanent disability that prevents you from being employed in the industry, you become eligible to request a Plan distribution.

DEATH BENEFITS

If you die before your Plan benefits begin, your beneficiary(ies) will be entitled to receive 100 percent of your account balance. If you die after your benefits begin in the form of an annuity, your beneficiary will be entitled to receive a death benefit only to the extent that your annuity provides for a death benefit. Generally, the death benefit is payable within five years of death or in installments for the life of the beneficiary.

Beneficiaries are named on a Beneficiary Form available from, and filed with, HRSA-ILA Participant Services Department. If you are married and choose a beneficiary other than your spouse, the written consent of your spouse witnessed by a notary public is required. If spousal consent is not obtained, your account balance will be used to purchase an annuity for the life of your spouse, unless your spouse elects an alternative method of distribution,

See page 116 for information on applying for a hardship withdrawal.

as indicated under "Distribution Options".

DISTRIBUTION OPTIONS

Upon your retirement, attainment of normal retirement age, undisputed termination of employment with all participating employers, disability, or death, upon notification of the Trustees, you (or your beneficiary in the case of your death) will receive a written explanation of the optional forms of distribution of your benefit. Your options are as follows:

- (1) lump sum;
- (2) annuity:
 - payments over your life;
 - payments over your life with a period certain (up to 15 years);
 - payments over your life and the life of your non-spouse beneficiary;
 - 50% to 100% Joint and Survivor Annuity (payments over your life and the life of your surviving spouse). A joint and survivor annuity provides a reduced monthly income to you in order to provide a benefit for your spouse. Under this form, your monthly benefit is reduced so that payments may be made over two lifetimes, yours and your spouse's. The amount of the reduction depends on your age and your spouse's age when your monthly benefits begin. If you die before your spouse, your spouse will

receive monthly payments for life, equal to 50% -100% of the payments you have been receiving (depending on the option you have selected). If your spouse dies before you, payments will end at your death;

- (3) installments - monthly, quarterly, semi-annual, or annual cash installments over a period not to exceed your life expectancy (or the life expectancy of you and your beneficiary); or
- (4) rollover distribution to another qualified plan or IRA. This is not available if you have named beneficiaries other than a spouse, who may roll over to an IRA.

If you are married and elect an annuity, your benefit will be distributed in the form of a 50% Joint and Survivor Annuity with your spouse as the beneficiary, unless a notarized spousal consent form is filed with the Plan Administrator.

You have ninety days following the date of your retirement to elect a form of distribution.

APPLYING FOR BENEFITS

Before you receive a distribution, you must fill out an application and submit it to HRSA-ILA Participant Services. When you wish to apply for Plan benefits, call or write the HRSA-ILA Participant Services at 1355 International Terminal Boulevard, Norfolk, Virginia 23505-1458, telephone (757) 457-7090. You will have to give

proof of your date of birth and, if married, your marriage certificate and spouse's date of birth. If you are disabled, you must have a letter from your doctor providing proof satisfactory to the Trustees of your disability.

APPEAL OF A DENIED CLAIM

If you or your beneficiary are denied an application or a claim for benefits, you have the right to file an appeal. Within 60 days after the denial you may file a written request for review with the Board of Trustees setting forth the reasons why you feel the application or claim was improperly denied. The Trustees, within 60 days after receiving your request for review, will review the appeal and will send their written decision including the reasons for their decision. The Board of Trustees has the exclusive authority to make decisions regarding any question, interpretation and application of the Plan provisions and is responsible for seeing that the Plan provisions are applied in a uniform manner. In connection with the review, the claimant or a representative has the right to review pertinent Plan documents and submit issues and comments in writing. In the event of special circumstances, the time for a

Any participant that has received a distribution of his account as a result of an undisputed permanent termination of employment who subsequently returns to work in the industry shall be precluded from participation in the plan.

response may be delayed for an additional period of up to 60 days.

FINANCIAL HARDSHIP

The Annuity & Savings Plan is intended to be a retirement plan to provide you with a more secure retirement. However, situations may arise when you have an immediate and heavy financial need for money which cannot be satisfied from other sources. This amendment to the Plan will allow you to access the voluntary contributions that you have made to your account if you have incurred a financial hardship according to the definition used by the IRS:

- Payment of un-reimbursed medical expenses incurred by the Participant, his/her spouse or dependent children, not covered by an Employee Welfare Plan, governmental plan or other third party funding.
- Payment of tuition and related educational fees, and room and board expenses, for the next twelve months of post-secondary education for the Participant or the Participant's spouse or dependents.
- Payment necessary to prevent foreclosure on a mortgage on the Participant's principal residence or eviction from the Participant's primary residence.
- The purchase of a primary residence.
- Funeral expenses of an immediate family member, (spouse, child or parent) of the Participant.

- Repair expenses for damages to principal residence incurred as a result of sudden catastrophic events (i.e., hurricanes, floods) that qualify as a casualty loss under IRS rules.

Funds for a hardship distribution may only be drawn from the voluntary contributions that you have made to the Annuity & Savings Plan and cannot exceed the amount required to meet the need created by such a financial hardship. The funds eligible for inclusion in a hardship distribution do not include earnings on the voluntary contributions and they do not include amounts rolled over from prior plans.

A member who receives a hardship distribution from the Plan is not permitted to make voluntary contributions to the Annuity & Savings Plan for a minimum of six months after a distribution.

To apply for a hardship distribution, you are required to furnish specific documentation to HRSA-ILA that details the

financial hardship, the amount, and in whose name those debts apply to.

A completed application for hardship withdrawal consists of:

- Participant Hardship Statement
- A hardship withdrawal worksheet and supporting documentation
- A signed and notarized “Waiver of Qualified Preretirement Survivor Annuity”, if you are married.

For additional information on applying for a hardship distribution and to obtain forms, please contact the Participant Services Department at 757-457-7090, call the Interactive Voice Response System at 757-423-3090, or visit the website at www.hrsa-ila.com.

While the Plan has made provisions for hardship withdrawals, it does not provide for participant loans.

IN - SERVICE WITHDRAWALS

Once you obtain normal retirement age you may withdraw any contributions made to your account credited as of the first of the calendar month (but not the earnings thereon). No more than 2 withdrawals may be made within any calendar year. Each withdrawal must not be less than \$200 and be in multiples of \$25, unless you are withdrawing your total withdrawable amount.

If you withdraw your total withdrawable amount, you may not continue to make contributions for that year. A partial withdrawal will not impact eligibility to make your pre-tax contributions.

MAXIMUM CONTRIBUTION RULE

For plans such as the HRSA-ILA Annuity & Savings Plan, the Internal Revenue Code establishes the maximum contribution that a contributing employer can make (including elective deferrals and after-tax contributions) for the benefit of any individual per year. Generally, the amount contributed on your behalf for a given year may not exceed the lesser of \$49,000, or 100% of your W-2 compensation.

This limitation applies to all contributions under all qualified defined contribution plans maintained by your employer and its affiliates. If this limit is exceeded, contributions on your behalf will be reduced.

TEST FOR NONDISCRIMINATION

In order to qualify for favorable tax treatment, the Internal Revenue Service requires this type of retirement plan to meet special nondiscrimination tests each year. The tests are designed to assure that the level of contributions under the Plan do not discriminate in favor of highly compensated employees.

If the contributions are considered discriminatory, it may become necessary to limit or return your contributions, and you will be notified.

QUESTIONS OFTEN ASKED ABOUT THE HRSA-ILA ANNUITY & SAVINGS PLAN

How do I know if I'm covered by the Plan?

You are covered by the Plan if:

- you are an employee of a member of the Hampton Roads Shipping Association (the "Employer Association") and covered by the Collective Bargaining Agreement, or of the Employer Association, the International Longshoremen's Association and/or its locals in the Port of Hampton Roads and vicinity, or the Administrative Office of the Plan;
- your employer is participating in the Plan;
- you are not a leased employee or a nonresident alien employee; and
- you are employed in the industry.

You will become a Plan participant upon filing an application with the HRSA-ILA Participant Services Office, provided that it is filed no less than 10 working days before the start of a payroll week when your participation will begin. There is no minimum required age or hours of work to be eligible to participate in the Plan.

A list of employers who participate in this Plan is available for inspection at the

Administrative Office of the Plan during normal working hours from 8:30 a.m. to 5:00 p.m. You may request in writing a copy of this list and it will be sent to you with a charge to cover the copying costs.

What is employment in the industry?

You are employed in the industry while you are engaged in any of the following types of employment:

- employment by one or more present or former members of the Hampton Roads Shipping Association ("Employer Association") in the Port of Hampton Roads and vicinity under a Collective Bargaining Agreement that calls for contributions to be made to the Plan (the "Collective Bargaining Agreements");
- employment in the Port of Hampton Roads and vicinity by the ILA and/or its affiliated locals in the capacity of a union representative or in a non-ILA staff position;
- employment by the Employer Association or the Administrative Office of the Plan; and

QUESTIONS OFTEN ASKED ABOUT THE HRSA-ILA ANNUITY & SAVINGS PLAN CONT.

- employment by a member of the Employer Association in any position determined by the Board of Trustees to have been traditionally filled by ILA labor, but not subject to the terms of a Collective Bargaining Agreement, where such employment is:
 - (1) in the same industry;
 - (2) in the same geographic area covered by the Plan; and
 - (3) in the same trade or craft (for purposes of this provision, "industry", "geographic area", and "trade or craft" shall have the same definitions as contained in Department of Labor Regulation 2530.203-3(c)(2)).

What happens if I quit?

You may request a distribution of your account balance (which may be subject to a 10% early distribution tax, discussed on page 120), provided that you have an "undisputed permanent termination of employment from all employers participating in the Plan," as described in the following column. Distribution of your account in this event will not be made sooner than six months following the date of your last employment or receipt of temporary disability benefits or submission of a written request for distribution, whichever last occurs.

When will I have an undisputed permanent termination of employment from all employers participating in the Plan?

An undisputed permanent termination of employment is when you terminate employment from all employers participating in the Plan and certify to the Plan Administrator that you are no longer seeking work with any participating employer, and you have no intention at that time of doing so. An undisputed permanent termination will also occur when the Employer Association certifies to the Plan Administrator that you have permanently terminated employment. A leave of absence for military service, union activity, temporary disability, or like reasons will not be deemed a permanent termination of employment. You will become eligible to take a distribution of your account balance when you have an undisputed permanent termination of employment from all employers participating in the Plan.

If you elect a distribution of your account balance upon undisputed termination of employment, but you return to employment with a participating employer before the distribution to you is made, your distribution will be stopped. If you have received a Plan distribution because of permanent termination, you are not eligible to again participate in the Annuity & Savings Plan if you again work for a participating employer.

QUESTIONS OFTEN ASKED ABOUT THE HRSA-ILA ANNUITY & SAVINGS PLAN CONT.

Are Plan benefits paid automatically after I retire or terminate my employment?

Generally, no. If your account balance exceeds \$5,000 (or has exceeded \$5,000 at the time of any prior distribution), you must fill out an application form and file it with the Administrative Office of the Plan. Benefits cannot begin (unless required by IRS rules) until an application is received, and the Board of Trustees approves your application. If you retire or have an undisputed permanent termination of employment, do not return to employment for a participating employer within one year, and your account balance is \$5,000 or less; the Plan may automatically distribute your account balance without your consent. Amounts exceeding \$1000 will be rolled into an individual retirement plan in your name.

If I receive my benefit before age 59 1/2, will I owe a 10% tax penalty?

If, before age 59 1/2, you retire or experience another event that allows you to receive a Plan distribution, you may apply for benefits to begin. However there are important tax consequences that you should discuss with your tax advisor. If

you receive a payment before you reach age 59 1/2 and you do not roll it over into another qualified plan or an IRA, then, in addition to regular income tax, you may have to pay an extra penalty tax equal to 10% of the taxable portion of the payment. The additional 10% tax does not apply to your payment if it is:

- (1) paid to you because you separate from service with your employer during or after the year you reach age 55;
- (2) paid because you have a disability under IRS rules (the IRS rules are somewhat more restrictive than the Plan's disability rules);
- (3) paid to you as substantially equal installments over your life or life expectancy (or the life expectancies of you and your spouse); or
- (4) used to pay certain medical expenses, certain higher education expenses or first-time home buyer expenses in certain instances. See IRS Form 5329 for more information on the additional 10% tax;
- (5) rolled into another qualified plan or qualified IRA.

QUESTIONS OFTEN ASKED ABOUT THE HRSA-ILA ANNUITY & SAVINGS PLAN CONT.

What are my payment options?

As more fully discussed on page 115, you may select any of the following payment options:

- (1) lump sum;
- (2) annuity;
- (3) installments; or
- (4) rollover distribution.

However, if you are married and select an annuity, your annuity will be paid in the form of a 50% Joint and Survivor Annuity with your spouse as the beneficiary, unless you file a notarized spousal consent form with the Plan Administrator.

Can a survivor benefit be paid from the Plan to someone other than a spouse?

Yes, if you have named that person as your beneficiary. However, if you are married, a notarized spousal consent form is required in order to name a beneficiary other than your spouse. In the event of divorce, your designation of your former spouse as beneficiary shall automatically be terminated, unless you re-designate that person as your Designated Beneficiary.

Can I borrow money from the Plan?

No. The Plan does not provide for participant loans.

Can I make an in-service withdrawal prior to normal retirement age in case of an emergency?

Yes, under certain conditions. See Frequently Asked Questions about hardship distributions beginning on page 123.

Can I make after-tax contributions to the Plan?

Yes. After-tax contributions are permitted under the Plan, subject to the IRS limits discussed on page 111.

When do I "retire" for purposes of the Plan?

You retire when you terminate employment from all participating employers and retire under the terms of the Hampton Roads Shipping Association-International Longshoremen's Association Pension Plan. Under the Pension Plan, the normal retirement age is generally age 62, however, you can retire as early as the first day of the month after your age and years of benefit service under the Pension Plan total 80. Note that you may also receive benefits under the Plan without retiring, (see Payment of Benefits, page 114).

QUESTIONS OFTEN ASKED ABOUT THE HRSA-ILA ANNUITY & SAVINGS PLAN CONT.

Will the Plan offer advice on how to make my investment choices?

No. The Plan is a self-directed account plan. You alone are responsible for making your own investment choices; and the Board, the Plan Administrator, and the Service Company are not liable for your investment choices. The Service Company will make educational material available to you to aid in your investment selection, but you are ultimately responsible for your investment decisions.

A wise investor will seek out advice on investment options from a qualified source. You are strongly encouraged to discuss your options with an investment advisor of your choice. If you do not wish to select your own investment advisor, the service company has local representatives and counselors who may be reached on their toll-free number to assist you in your decisions. You may also contact MassMutual at www.massmutual.com.

FREQUENTLY ASKED QUESTIONS ABOUT A HARDSHIP DISTRIBUTION

What financial hardships qualify for a hardship distribution?

The Plan uses the IRS's definition of financial hardship. They are defined in the IRS regulations as:

- Payment of un-reimbursed medical expenses not covered by an Employee Welfare Plan, governmental plan or other third party funding incurred by the Participant, his/her spouse or dependent children.
- Payment of tuition and related educational fees, and room and board expenses, for the next twelve months of post-secondary education for the Participant or the Participant's spouse or dependents.
- Payment necessary to prevent foreclosure on a mortgage on the Participant's principal residence or eviction from the Participant's primary residence.
- The purchase of a primary residence.
- Funeral expenses of an immediate family member, (spouse, child or parent) of the Participant.
- Repair expenses for damages to principal residence incurred as a result of sudden catastrophic events (i.e, hurricanes, floods) that qualify as a casualty loss under IRS rules.

FREQUENTLY ASKED QUESTIONS ABOUT A HARDSHIP DISTRIBUTION CONT.

I have not had voluntary deductions from my weekly paychecks, but my employer is contributing \$0.80 per hour to my Annuity & Savings Account. Can I make a hardship withdrawal?

You must have a voluntary account balance. Employer contributions are not eligible for hardship withdrawal.

I am in financial trouble, and I have a large balance in my Annuity & Savings Plan. Can I make a hardship withdrawal?

A Participant cannot withdraw from the voluntary account balance just because money is needed. A hardship withdrawal may only be made for the six financial hardships described on page 123.

I am behind in my rent or mortgage, but I have not gotten an eviction or foreclosure notice. Can I come in with my statement of account?

You must have an eviction notice or a foreclosure notice. The notice must actually use the word 'foreclosure' or the word 'eviction' and give a set deadline date or a number of days until action will be taken. Simply being behind on mortgage or rent payments does not qualify.

I am facing foreclosure, and I am also very behind in all my bills. Can

I make a hardship withdrawal?

Only the amount to avoid eviction or foreclosure or one of the other financial hardships is eligible. If a person is behind on a car loan, credit union loan, utility bills, etc. those items do not qualify.

My roof needs to be replaced due to age, and my wood trim is rotting due to the rain. Does this qualify for a casualty hardship?

A casualty is defined under IRS rules as a sudden and unexpected event. A gradual weakening of a building due to normal wind and weather conditions is not a casualty. Rotting wood or mold are not considered casualties as they did not occur suddenly. However, a roof damaged by a falling tree suddenly IS considered a casualty. IRS guidelines require a denial of coverage by the homeowner's insurance company to be submitted with a hardship application.

What forms do I need to bring with me?

- 1) Hardship statement, with the box checked for one of the six financial hardships.
- 2) Spousal waiver that has been notarized, if married.
- 3) Completed worksheet for the specific hardship.
- 4) The required documents as explained on the worksheet.

FREQUENTLY ASKED QUESTIONS ABOUT A HARDSHIP DISTRIBUTION CONT.

Where can I get a hardship distribution application?

Forms for a hardship application may be printed from the HRSA-ILA website at www.hrsa-ila.com, by calling the IVR phone system at 757-423-3090 or by calling Participant Services at 757-457-7090.

I am married. Does my spouse need to come with me?

No, as long as the notarized Spousal Waiver is brought to the appointment.

Why do I have to wait 24 hours to get an appointment?

Twenty-four hours is needed to obtain the amount of your voluntary contributions from MassMutual and to check your application to verify that you have submitted all required information and forms.

If your application is missing documents or has not been completed, your appointment will not be scheduled.

After my hardship distribution is approved, how long does it take to get my money?

You will receive your distribution in the mail within eight business days from the time your application is approved by HRSA-ILA.

PLAN ADMINISTRATION

ESTABLISHMENT OF THE PLAN

The HRSA-ILA Annuity & Savings Plan and Trust is adopted pursuant to Collective Bargaining Agreements between the Hampton Roads Shipping Association (“HRSA”) and the International Longshoremen's Association (“ILA”). A copy of the Collective Bargaining Agreement is available for examination and may be obtained by the participants of the Plan by written request to the Plan Administrator. The Plan is a “defined contribution” plan.

BOARD OF TRUSTEES

Your Plan is administered by a Board of Trustees. The Board is made up of seven members appointed by the HRSA and seven members appointed by the ILA. The Board makes the decisions regarding any question, interpretation and application of the Plan provisions and is responsible for seeing that the Plan provisions are applied in a uniform

manner. The Board has the power to amend the Plan.

CONTRIBUTIONS TO THE PLAN

Your Plan benefits are paid to you out of your account which is part of the Plan's Trust Fund. Contributions to your account are made by the employers based on the Collective Bargaining Agreements, and by you based on your pre-tax or after-tax contribution elections.

ASSIGNMENT OF BENEFITS

For the protection of your interests and those of your dependents, your benefits under the Plan cannot be assigned or alienated (that is, sold, used as collateral for a loan, given away, or otherwise transferred), and are not subject to garnishment or attachment, except to the extent permitted by law. For example, some or all of your benefits may be assigned under a QDRO (see page 113) to a former spouse.

PLAN NAME	TRUSTEES	PLAN YEAR	PLAN NUMBER	PLAN ADMINISTRATOR AND ADDRESS
HRSA-ILA Annuity & Savings	As listed in the Administration Section Page 7	January 1 through December 31	001	Board of Trustees HRSA-ILA Annuity & Savings Plan 1355 Terminal Blvd Norfolk VA 23505-1458 Phone:(757) 457-7090

Employer Identification Number 54-1839163

IMPORTANT NAMES AND ADDRESSES

ADMINISTRATIVE OFFICE OF THE PLAN

- HRSA-ILA Annuity & Savings Plan
1355 International Terminal Boulevard
Norfolk, Virginia 23505-1458
Phone Number - (757) 457-7090

FUND SPONSORS

- Hampton Roads Shipping Association
236 E. Plume Street
Norfolk, Virginia 23510
Phone Number - (757) 622-2639
- International Longshoremen's Association
1355 International Terminal Boulevard
Suite 201
Norfolk, Virginia 23505-1458
Phone Number-(757) 440-9420

SERVICE COMPANY

- MassMutual Financial Group
1295 State Street
Springfield MA 01111-0001
Phone Number - 1-800-309-3539
Website - www.massmutual.com

AGENT FOR SERVICE OF LEGAL PROCESS

- Board of Trustees
HRSA-ILA Annuity & Savings Plan
1355 International Terminal Boulevard
Norfolk, Virginia 23505-1458
Phone Number-(757) 457-7090

Service of legal process may also be made on any member of the Board of Trustees.

FUTURE OF THE PLAN

HRSA-ILA intends to continue the Plan indefinitely, but the Board of Trustees reserves the right to amend or terminate the Plan, or to change the method of providing benefits. The terms of the Plan also may be changed to the extent the bargaining parties change the terms of the Collective Bargaining Agreement or enter into a new Collective Bargaining Agreement. The Plan is also subject to the continuing approval of the Internal Revenue Service, and may be modified as needed to make or keep the Plan qualified under the Internal Revenue Code.

PENSION BENEFIT GUARANTEE CORPORATION

Benefits provided under this Plan are not insured by the Pension Benefit Guaranty Corporation (PBGC) under Title IV of ERISA because this is not a defined benefit plan.

PLAN BENEFIT STATEMENT

You will receive a quarterly statement showing the fair market value of your account balance. You may also request in writing a statement of your current balance in the Plan. If you make this request, you will be told your account balance. If you request this statement, it will be given to you free of charge, but not more than once a year. You can also check on your account or review investments by visiting the MassMutual website, www.massmutual.com.

THE HRSA-ILA BOARD OF TRUSTEES MAY TERMINATE, SUSPEND, AMEND OR MODIFY THE PLAN AND TRUST FUND IN WHOLE OR IN PART AT ANY TIME.