

HRSA - ILA EDUCATIONAL ASSISTANCE FUND



This Agreement made this 11th day of March, 1981, by and between the Employer Members of the Hampton Roads Shipping Association (hereinafter referred to as "HRSA") and the Affiliated Locals of the Port of Hampton Roads, Virginia of the International Longshoremen's Association, AFL-CIO (hereinafter referred to as "ILA") and the Trustees appointed by both parties (hereinafter referred to as "Trustees").

WITNESSETH:

WHEREAS, the Hampton Roads Longshoremen's Agreement dated as of October 1, 1980, by and between the parties hereto provides at Section 54:

"EDUCATION FUND -- There shall be created an HRSA-ILA Educational Assistance Fund for the purpose of assisting dependents of employees to obtain college level educations. The Coastwise and Intercoastal Fund surplus and income shall be used for such purposes and is to be administered by the HRSA-ILA Trustees."



NOW, THEREFORE, effective October 1, 1980, the Agreement for the HRSA-ILA Educational Assistance Fund is hereby set forth as follows:

## ARTICLE I

### Definitions

1.1 "Contract Year" shall mean the annual period beginning on October 1 each year, and ending on September 30 of the following year.

1.2 "Employer-Members" shall mean those employer-members of the Hampton Roads Shipping Association who have executed the Hampton Roads Longshoremen's Agreement dated October 1, 1980, covering the period October 1, 1980, to September 30, 1983, inclusive.

1.3 "Employees" shall mean (a) all members of the International Longshoremen's Union in the ports of Hampton Roads and its affiliated locals and in particular Locals No. 846, 862, 970, 1248, 1458, 1624, 1736, 1784, 1819, 1840, and 1970, (b) persons who are employed by one or more of the Employer-Members; and (c) persons who are employed by the ILA in the capacity of a Union Representative.

1.4 "Dependents" shall mean the children or other legal dependents of Employees .



## ARTICLE II


### The Fund

#### 2.1 Creation of the Fund


There is hereby created the HRSA-ILA Educational Assistance Fund. Monies contributed pursuant to this Agreement shall constitute an irrevocable trust as authorized by Section 302(c) of the Labor-Management Relations Act of 1947, as amended.

This Agreement and the declaration of trust creating the Fund is the result of collective bargaining engaged in by the parties pursuant to the requirement of said Labor-Management Relations Act.


#### 2.2 Purposes

 The Trust is hereby created for the purpose of assisting Dependents of Employees of the longshore industry to obtain college level education.

#### 2.3 Place of Business of the Fund

 The Fund shall have its place of business at 1520 Maritime Tower, Norfolk, Virginia.

#### 2.4 Funding

 The Educational Assistance Fund shall be funded through contributions by Employers to the Coastwise and Intercoastal Fund created pursuant to the agreement between CONASA and the ILA. The surplus and income from the Coastwise and Intercoastal Fund shall be paid annually or on a more frequent basis to the Trustees hereunder for distribution to the Educational Assistance Fund.

#### 2.5 Benefits

(a) The Trustees shall meet at least annually to determine the Dependents who shall be eligible to receive benefits from this Fund, the amount of the benefit to be paid to any such eligible Dependent, and the terms of such payment.

- (b) Assistance shall be payable only to eligible Dependents who are accepted or enrolled as students in duly accredited institutions of higher learning within the continental United States including but not limited to colleges, universities, trade schools and business schools.

#### 2.6 Facility of Payment

The Trustees are authorized to pay any assistance provided herein to the Dependent, the Employee who is the parent or legal guardian of the Dependent, or by themselves making payment directly to the educational institution.

#### 2.7 Eligibility for Assistance

- (a) The Trustees shall determine eligibility for assistance based upon such criteria as they shall determine, including but not limited to scholastic achievement, financial need and the amount of funds available for distribution.
- (b) The Trustees may require Dependents to submit written applications, personal interviews, references, transcripts and any additional information as the Trustees shall deem necessary to determine eligibility.
- (c) Only Dependents of Employees who are fully vested in a benefit under the terms of the HRSA-ILA Pension Plan shall be eligible for assistance.

## ARTICLE III

### Administration

#### 3.1 Trustees

The Fund shall be administered by a Board of Trustees, six of whom shall be appointed by the HRSA and six of whom shall be appointed by the ILA.

The HRSA may designate two Alternates for the Trustees appointed by it, any one of whom may act in the place of any such Trustee who is absent or unavailable. The ILA may designate two Alternates for the six Trustees appointed by it, any one of whom may act in the place of any such Trustee who is absent or unavailable.

#### 3.2 Chairmen

The Trustees designated by the HRSA on behalf of the Employers shall elect by majority vote a Chairman of the Employer Trustees. The Trustees designated by the ILA shall elect by majority vote a Chairman of the ILA Trustees. The Chairman of the Employer Trustees and of the ILA Trustees, respectively, shall alternate in serving as Chairman of the full Board of Trustees.

#### 3.3 Powers

Subject to the terms of this Agreement, the Trustees shall have the following powers:

- (a) To determine all questions of eligibility, methods of providing or arranging for provisions for benefits and all other related matters.
- (b) To construe the provisions of this Agreement and the terms used herein; any construction adopted by the Trustees shall be binding upon all of the parties hereto.
- (c) To make rules and regulations not inconsistent with the terms hereof to carry out the provisions of this Agreement.
- (d) To demand, collect, receive and hold in trust all monies which are paid or provided for hereunder.

- (e) To take such steps, including the institution and prosecution of, or the intervention in, any proceeding at law, in equity, or in bankruptcy as may be necessary or desirable to accomplish the collection of the monies due under this Agreement.

#### 3.4 Depository

(a) The Trustees shall invest or deposit the contributions to the Fund in such banks in the Cities of Hampton Roads, Virginia, as they may select and enter into such trust agreements for the investment and management of the Fund as the Trustees determine.

(b) Drafts, checks, documents, or other papers executed by the Trustees shall be sufficient if signed by one Employer Trustee and one Union Trustee or by one administrator and one Trustee.

#### 3.5 Appointment of Agents

The Trustees may employ such administrators, investment managers, legal counsel, auditors, clerical assistance, field examiners and other agents as may, in their discretion, be proper or necessary for the sound and efficient collection and administration of the Fund. The Trustees may pay the compensation and necessary expenses of such persons from the Fund.

#### 3.6 Audits and Reports

The Trustees shall make annual reports to the HRSA and the ILA as to the collection and distribution of monies hereunder. An annual audit of the Fund shall be made by competent auditors to be designated by the Trustees. More frequent audits may be made at the discretion of the Trustees. A statement of the results of said audits shall be made available for inspection by interested persons at the principal office of the Trust Fund and at such places as may be designated by the Trustees.

#### 3.7 Action by and Meetings of Trustees

(a) Quorum - A quorum for the transaction of business shall be at least three (3) HRSA Trustees and three (3) ILA Trustees.

- (b) Number of Votes - At all meetings, the HRSA Trustees shall have a total of six (6) votes and the ILA Trustees shall have a total of six (6) votes.
- (c) Notice - Written notice of any meeting by the Trustees shall be mailed to the Trustees at least three days before the date of the meeting; provided however, that notice of any meeting may be waived in writing signed by all of the Trustees.
- (d) Meetings - Meetings may be called by either Chairman or by any six Trustees.
- (e) Action - The exercise of any right or power granted to the Trustees hereunder shall be only by the approval of a majority by the votes cast at a duly called meeting.

### 3.8 Execution of Documents

Any written instrument authorized by the Trustees may be signed by the two Co-Chairmen or by any twelve (12) of the Trustees. Any instrument so executed and all action taken in accordance with this provision shall have the same force and effect as if taken by all the Trustees. All parties dealing with the Trustees may rely on any instrument so executed and any action so taken as having been duly authorized.

### 3.9 Neutral Umpire in Case of Deadlock

In the event a disagreement or deadlock should arise over the collection or distribution of the container monies, the HRSA Trustees and the ILA Trustees will attempt to agree upon the designation of an impartial umpire. If, within a reasonable time, no umpire is agreed upon, either party may petition the American Arbitration Association to appoint an impartial umpire. The decision of the umpire so agreed upon or appointed by the American Arbitration Association shall be binding on all concerned.

### 3.10 Withdrawal of Trustees

The Employer-Members of HRSA may terminate the designation of any Trustees previously appointed by them by mailing or delivering to said Trustees, to each of the

remaining Trustees and to the ILA, a true copy of a writing terminating said designation. The ILA may terminate the designation of any Trustee previously appointed by its mailing or delivering to said Trustees, to each of the remaining Trustees and to the HRSA, a true copy of the resolution adopted by the ILA terminating the designation.

Any Trustee may resign by instrument in writing executed for that purpose and mailed or delivered to each of the remaining Trustees, the HRSA and the ILA.

In the event of the resignation, death, incapacity, or unwillingness to serve of any of the Trustees, the Employer-Members of HRSA shall appoint the successor of any Trustee appointed by it, and the ILA shall appoint the successor of any Trustee appointed by it.

Any successor Trustee, named and appointed as hereinabove provided, shall, upon his signature to this Agreement and Declaration of Trust, without further act, become vested with all the estate, rights, powers, discretion and duties of his predecessor Trustee with like effect as if originally named as a Trustee herein.

Any retiring Trustee shall forthwith turn over to the remaining Trustees at the office of the Fund any and all records, books, documents, monies and other property in his possession owned by the Trustees or incident to the fulfillment of this Trust Agreement and the administration of the Trust Fund.

The powers of the Trustees to act, as above provided, shall not be impaired or limited in any way, pending the appointment of a successor Trustee to fill any vacancy resulting from the withdrawal of any Trustee for any of the reasons herein provided.

### 3.11 Compensation

The Trustees shall not receive any compensation for the performance of their duties, but may be reimbursed for all reasonable and necessary expenses incurred in the performance of their duties.



### 3.12 Fiduciary Responsibility

The Trustees shall discharge their duties with respect to the Fund solely in the interest of the Employees and beneficiaries and for the exclusive purpose of providing benefits and defraying reasonable administration expenses.

The Trustees shall act with the care, skill, prudence and diligence under the circumstances then prevailing that a prudent man acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims.

## ARTICLE IV

### Application of the Fund

#### 4.1 Trust Fund

Any and all funds received by the Trustees from contributions, income or otherwise shall be held by them in trust for the benefit of the beneficiaries hereunder.

#### 4.2 Investment of the Fund

The Trustees shall invest so much of the funds received as they deem wise and which are not immediately required for the rendition of services in such investments as they deem prudent, including but not limited to, interest bearing accounts, securities, stocks, bonds.

#### 4.3 Tax Exemption

Any disposition of the Fund hereby established shall be fully in accord with the purposes and objectives of this trust, or any trust fund or separate fund to which such disposition is made to the end that any exemption from federal income taxes under Section 501 of the Internal Revenue Code or its equivalent, or any other privilege or status conferred by law upon this trust, or other trust fund or separate fund, shall not be jeopardized, changed, diminished, destroyed, or in any way affected.

#### 4.4 Administration Expenses

Subject to the foregoing section 4.3, the Trustees shall have authority to pay all costs of administration of the Fund from the Fund. Such costs shall include, but shall not be limited to:

(a) The organization expenses of this Trust;

(b) All reasonable and necessary expenses of collecting the Employer contributions.

(c) All costs of administering the affairs of this Trust, including the employment of an administrator, assistants, agents, investigators, auditors and counsel.

- (d) The leasing of premises, and the purchase or lease of such materials, supplies and equipment as the Trustees, in their discretion, find necessary or appropriate in the performance of their duties.
- (e) The cost of providing, in the discretion of the Trustees, fidelity bonds for each of the Trustees and all other persons authorized to handle, deal with, or draw upon the monies in the Fund for any purpose whatsoever, said bonds to be secured from such companies and in such amounts as the Trustees shall determine.



#### 4.5 Title to the Fund

Title to all the monies paid into the Fund shall be vested in and remain exclusively in the Trustees of the Fund, and neither the ILA nor HRSA nor any beneficiary hereunder has any right, title or interest in any of the monies of the Fund. The Fund shall constitute an irrevocable Trust for the benefit of the Employees and beneficiaries. The monies to be paid into said Fund shall not constitute or be deemed wages due to the individual employee.

## ARTICLE V

### Miscellaneous

#### 5.1 Applicable Law

This Trust is accepted by the Trustees in the State of Virginia and all questions pertaining to its validity, construction and administration shall be determined in accordance with the laws of that State.

#### 5.2 Term of Trust and Termination

This Agreement and Trust, as amended, shall continue indefinitely or until such time as the purposes of the proper consummation and administration of the Trust shall require.

The Trustees, however, shall continue thereafter to perform and carry out the provisions of the Trust, to receive such contributions as may be made to them, and to administer the Fund until the disbursements of all funds shall have been completed and all obligations made under this Agreement and under the Trust shall have been fulfilled.

Upon the termination or liquidation of the Trust, and the fulfillment of the purposes specified in Article II of this Agreement, the Trustees shall turn over any surplus monies in the Fund, any real or personal property belonging to the Trust, and such other assets, including any policies of insurance issued to the Trustees, remaining in said Trust to any future Trust Fund or Welfare Fund that may be created by and between the parties prior to the termination hereof. If no such Fund is created, then and in that event, the Trustees, after disposing by sale, lease or otherwise of any real or personal property belonging to the Trust, shall use any surplus monies remaining in the Fund after all obligations in connection with the administration thereof have been fulfilled, to continue to provide benefits to the extent that such surplus may make such benefits available until such surplus monies are exhausted.

5.3 Counterparts

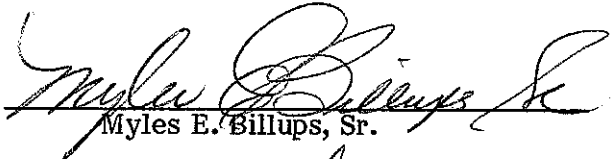
This Agreement and Declaration of Trust may be executed in a number of counterparts each of which shall have the force of an original.

IN WITNESS WHEREOF, the Trustees, HRSA and ILA, have executed this instrument to evidence their acceptance of the Trust hereby created and their agreement to be bound thereby, and all other parties have executed this Agreement as of the day and year first above written.

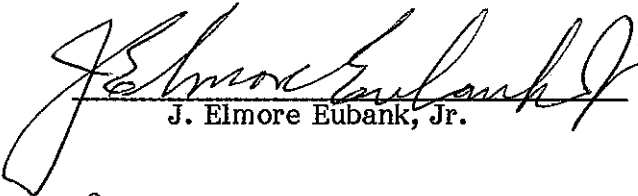
TRUSTEES:



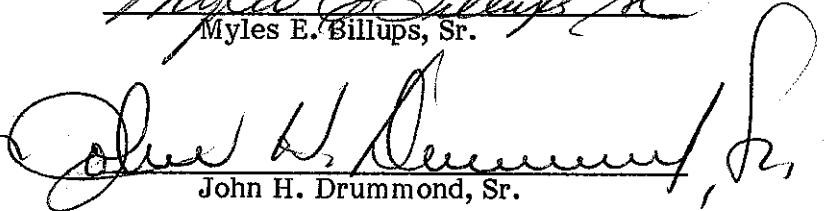
Thomas W. Rabeau



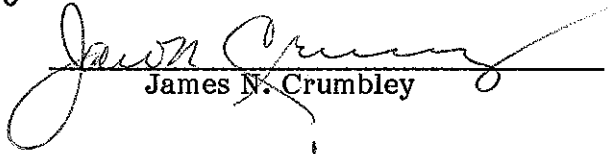
Myles E. Billups, Sr.



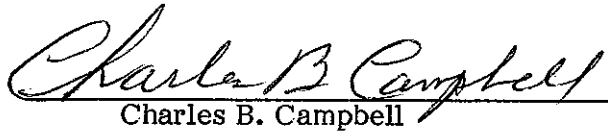
J. Elmore Eubank, Jr.



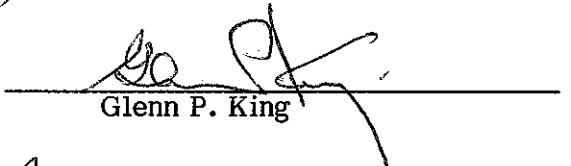
John H. Drummond, Sr.



James N. Crumbley



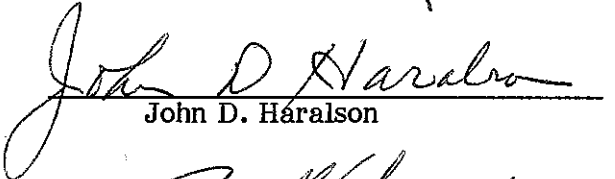
Charles B. Campbell



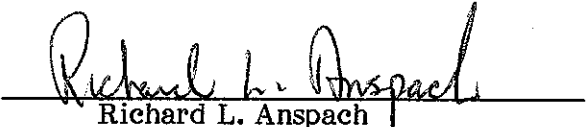
Glenn P. King



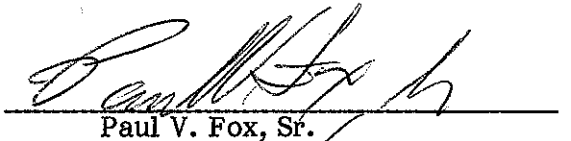
Alexander T. Hall



John D. Haralson



Richard L. Anspach



Paul V. Fox, Sr.



James J. Lumpkins

**THE DAVID D. ALSTON SCHOLARSHIP FUND**  
**(Formerly known as the HRSA-ILA EDUCATIONAL ASSISTANCE FUND)**  
 AS AMENDED AND RESTATED  
 EFFECTIVE MARCH 11, 1981

AMENDMENT HISTORY

<u>AMENDMENT</u>	<u>EFFECTIVE DATE</u>		
#1	1/1/85	Name changed from the HRSA-ILA Educational Assistance Fund	
#2	4/27/88	Article III; 3.1	Pg 5
#3	5/13/93	Second paragraph, text changed to reflect creating David D. Alston Scholarship Fund (Endowment)	Pg 1
		Article II; 2.4	Pg 3
		Article III; 3.4 (a)	Pg 6
		Article IV; 4.1	Pg 10
		Article IV; 4.4 (b)	Pg 10
#4	6/26/96	Second paragraph, text changed to reflect the purpose of assisting dependents of employees to obtain college <b>and graduate</b> level educations	Pg 1
		Article II; 2.2	Pg 3
		Article II; 2.3	Pg 3
#5	12/16/98	Article I; 1.5	Pg 2
		Article III; 3.6	Pg 6
#6	4/17/02	Article IV; 4.5	Pg 11

AMENDMENT TO HRSA-ILA  
EDUCATIONAL ASSISTANCE FUND

Effective January 1, 1985, the HRSA-ILA Educational Assistance Fund Trust Agreement is hereby amended as follows:

1. The name of the Fund is changed from the HRSA-ILA Educational Assistance Fund to the David D. Alston Scholarship Fund.
2. All references in the Trust Agreement to the HRSA-ILA Educational Assistance Fund are modified to reflect the change in the Fund's name.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the 1st day of January, 1985.

Paul W. Lee, Jr.  
Trustee

Edward J. Brown Sr.  
Trustee

John D. Navaho  
Trustee

[Signature]  
Trustee

Ge. P. King  
Trustee

[Signature]  
Trustee

[Signature]  
Trustee

[Signature]  
Trustee

[Signature]  
Trustee

James J. Humphreys  
Trustee

[Signature]  
Trustee

George L. Zille  
Trustee

AMENDMENT TO THE  
HAMPTON ROADS SHIPPING ASSOCIATION-  
INTERNATIONAL LONGSHOREMEN'S ASSOCIATION  
DAVID D. ALSTON SCHOLARSHIP FUND

Effective as of April 27, 1988, the David D. Alston  
Scholarship Fund is amended as follows:

Section 3.1 of the Plan as presently constituted is deleted  
and a new Section 3.1 is adopted as follows:

3.1 Trustees

The Fund shall be administered by a Board of  
Trustees, seven of whom shall be appointed by the HRSA and  
seven of whom shall be appointed by the ILA.

The HRSA may designate two Alternates for the  
Trustees appointed by it, any one of whom may act in the  
place of any such Trustee who is absent or unavailable. The  
ILA may designate two Alternates for the seven Trustees  
appointed by it, any one of whom may act in the place of any  
such Trustee who is absent or unavailable.

IN WITNESS WHEREOF, the parties hereto have executed this  
Instrument as of the 27th day of April, 1988.

EMPLOYER TRUSTEES:

John D. Harter  
Morland L. Franley  
George Lantz  
Ed Baker  
William J. L.  
James J. Johnson

EMPLOYEE TRUSTEES:

Edward H. Kowalski  
James J. [unclear]  
W. J. [unclear]  
Ray E. Williams  
James J. [unclear]  
Charles L. [unclear]  
George L. [unclear]



AMENDMENT NO. 3 TO  
THE DAVID D. ALSTON SCHOLARSHIP FUND  
(FORMERLY KNOWN AS THE HRSA-ILA EDUCATIONAL ASSISTANCE FUND)

Effective May 13, 1993, the David D. Alston Scholarship Fund is hereby amended and modified as follows:

1. The text of the second paragraph on page one is deleted and is replaced by the following first paragraph:

"WHEREAS, the Hampton Roads Longshoremen's Agreement dated as of October 1, 1980, by and between the parties hereto provides at Section 54:

"EDUCATION FUND--There shall be created a David D. Alston Scholarship Fund for the purpose of assisting dependents of employees to obtain college level educations."

2. Whereas an endowment of \$1,000,000 has been established, effective January 1, 1992 for David D. Alston Scholarship Fund, Article II, Section 2.4 is deleted and is replaced by the following paragraph:

"The David D. Alston Scholarship Fund was funded by a \$1,000,000 endowment from the HRSA-ILA Fringe Benefit Escrow Fund."

3. Article III, Section 3.4(a) is amended to delete the words "contributions to the Fund" in the first sentence and to add in its place "Fund's endowment and the earnings thereon."

4. Article IV is amended as follows:

a. Section 4.1 is deleted and is replaced by the following paragraph:

"Any and all Funds received by the Trustees from contributions, if any, income or otherwise shall be held by them in trust with the Fund's endowment for the benefit of the beneficiaries hereunder."

b. Section 4.4(b) is amended to all "if any" at the end of the sentence following contributions.

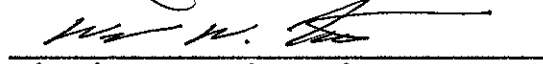
IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the 13th day of July, 1993.

LABOR TRUSTEES:

  
Edward L. Brown, Sr., Co-Chrmn.

  
Charles R. Capps

  
Gary W. Fitzgerald

  
William W. Litchfield

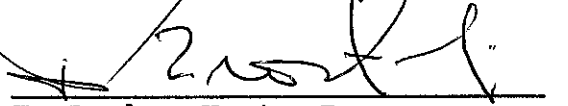
  
James J. Lumpkins

  
George L. Phillips

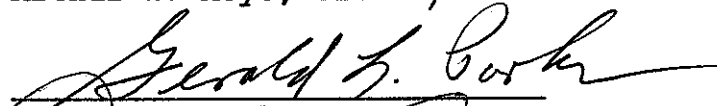
  
George E. Williams

MANAGEMENT TRUSTEES:


  
Johnnie J. Johnson, Co-Chrmn.

  
T. Parker Host, Jr.

  
Arthur W. Moye, Jr.

  
Gerald L. Parks

  
Dominic C. Obrigkeit

  
M. Lynn Tarkenton

  
Morland L. Trombley

**AMENDMENT NO. 4 TO  
THE DAVID D. ALSTON SCHOLARSHIP FUND  
(FORMERLY KNOWN AS THE HRSA-ILA EDUCATIONAL ASSISTANCE FUND)**

Effective June 26, 1996, the David D. Alston Scholarship Fund is hereby amended and modified as follows:

1. The text of the second paragraph on page one is deleted and is replaced by the following paragraph:

WHEREAS, the Hampton Roads Longshoremen's Agreement dated as of October 1, 1980, by and between the parties hereto provides at Section 54:

"EDUCATION FUND - There shall be created a David D. Alston Scholarship fund for the purpose of assisting dependents of employees to obtain college and graduate level educations.

2. Article II, section 2.2 is deleted and new Article II, section 2.2 is substituted as follows:

2.2 Purposes

The Trust is hereby created for the purpose of assisting Dependents of Employees of the longshore industry to obtain college or graduate level education.


3. Article II, section 2.3 is deleted and new Article II, Section 2.3 is substituted as follows:


2.3 Place of Business of the Fund


The Fund shall have its place of business at 1355 International Terminal Boulevard, Norfolk, Virginia, or at such other place as the Trustees shall determine from time to time.

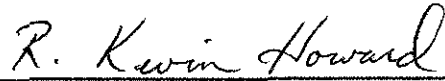
IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the

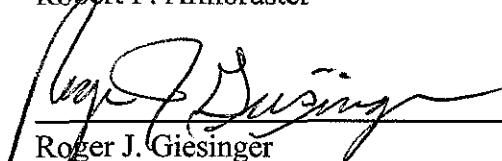
30th day of April, 1997.


  
\_\_\_\_\_  
M. Lynn Tarkenton

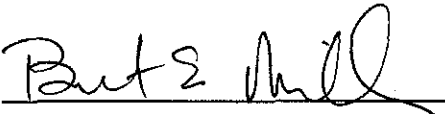
  
\_\_\_\_\_  
Edward L. Brown, Sr.

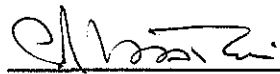
  
\_\_\_\_\_  
Robert P. Armbruster

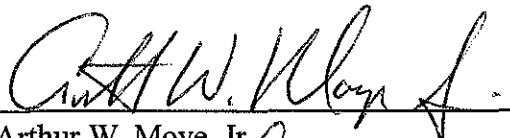
  
\_\_\_\_\_  
R. Kevin Howard

  
\_\_\_\_\_  
Roger J. Giesinger

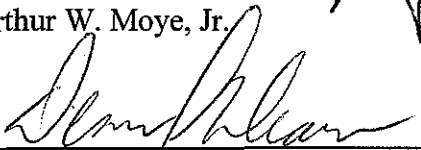
  
\_\_\_\_\_  
Carl O. Lambert, Jr.

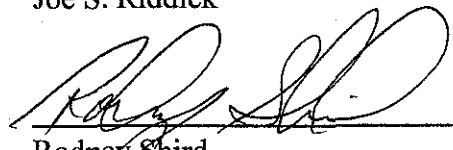
  
\_\_\_\_\_  
Burt E. Miller


  
\_\_\_\_\_  
Charles R. Mathis

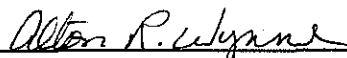
  
\_\_\_\_\_  
Arthur W. Moye, Jr.

  
\_\_\_\_\_  
Joe S. Riddick

  
\_\_\_\_\_  
Dennis J. Weaver

  
\_\_\_\_\_  
Rodney Shird

  
\_\_\_\_\_  
David C. Wible

  
\_\_\_\_\_  
Alton R. Wynne

**AMENDMENT NO. 5 TO  
THE DAVID D. ALSTON SCHOLARSHIP FUND  
(FORMERLY KNOWN AS THE HRSA-ILA EDUCATIONAL ASSISTANCE FUND)**

Effective as of December 16, 1998, the David D. Alston Scholarship Fund is amended

as follows:

1. Article I as it is presently constituted is amended to add the following new definition:

1.5 "ILA" shall mean the Affiliated Locals of the Port of Hampton Roads, Virginia of the International Longshoremen's Association, AFL-CIO.

2. Section 3.6 of the Plan as presently constituted is deleted and a new Section 3.6 is

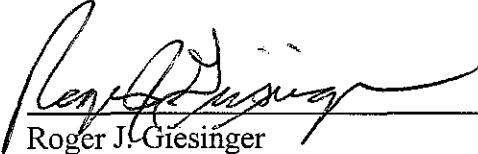
adopted as follows:


**3.6 Audits and Reports.**

The Trustees shall provide regular financial statements at least quarterly to the HRSA and the ILA. An annual audit of the Fund shall be made by competent auditors designated by the Trustees. More frequent audits may be made at the discretion of the Trustees. A statement of the results of said audits shall be provided to the HRSA and the ILA.

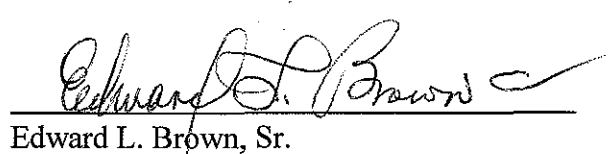
IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the 16th day of December, 1998.


EMPLOYER TRUSTEES:

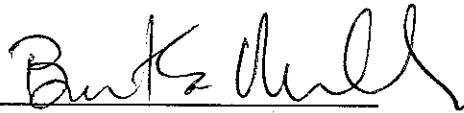
  
\_\_\_\_\_  
Roger J. Giesinger

  
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Robert P. Armbruster

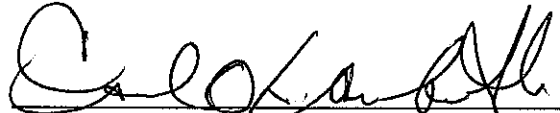
EMPLOYEE TRUSTEES:

  
\_\_\_\_\_  
Edward L. Brown, Sr.

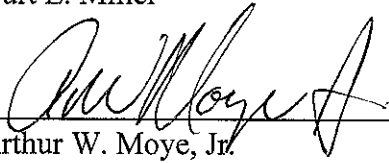
  
\_\_\_\_\_  
R. Kevin Howard



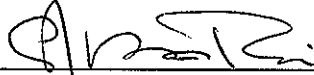
Burt E. Miller




Carl O. Lambert, Jr.



Arthur W. Moye, Jr.



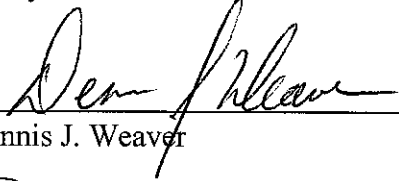
Charles R. Mathis



M. Lynn Tarkenton



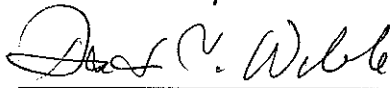
Joe S. Riddick



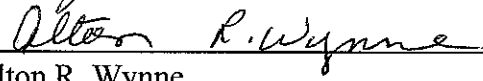
Dennis J. Weaver



Rodney Shird



David C. Wible



Alton R. Wynne

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**AMENDMENT NO. 6 TO THE  
HAMPTON ROADS SHIPPING ASSOCIATION -  
INTERNATIONAL LONGSHOREMEN'S ASSOCIATION  
DAVID D. ALSTON SCHOLARSHIP FUND**

Effective as of 4/17/02, the Hampton Roads Shipping Association – International

Longshoremen's Association David D. Alston Scholarship Fund is amended as follows:

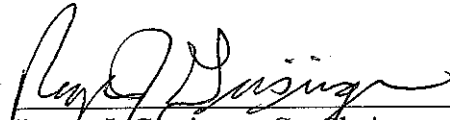
Section 4.5 of the Plan is amended to add the following sentence at the end of the paragraph:


“In the event a Dependent receives a payment from the Fund to which he is not entitled, he shall immediately repay the Fund such amount, plus interest (at the rate(s) determined by the Board) from the date of receipt until such repayment.”

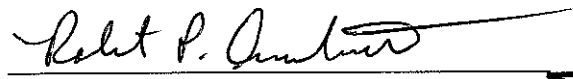
IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the 17th day of April, 2002.

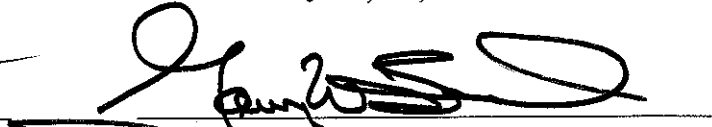
MANAGEMENT TRUSTEES:

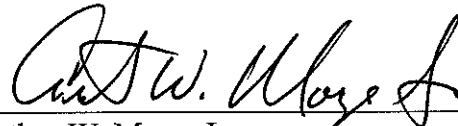
UNION TRUSTEES:

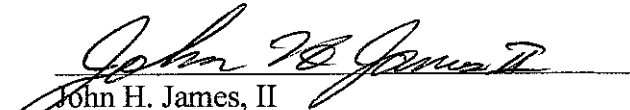
  
\_\_\_\_\_  
Roger J. Gesinger, Co-Chairman

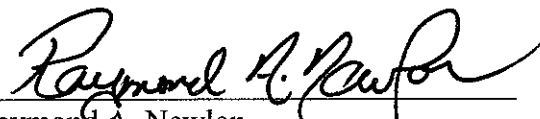
  
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Edward L. Brown, Sr., Co-Chairman

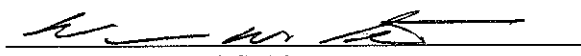
  
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Robert P. Armbruster

  
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Gary W. Fitzgerald

  
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Arthur W. Moye, Jr.

  
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John H. James, II

  
\_\_\_\_\_  
Raymond A. Newlon

  
\_\_\_\_\_  
William W. Litchfield

*M. Lynn Tarkenton*

M. Lynn Tarkenton

*Dennis J. Weaver*

Dennis J. Weaver

*David C. Wible*

David C. Wible

*Thomas M. Little*

Thomas M. Little

*Jerry T. McManner*

Jerry T. McManner

*Rodney Shird*

Rodney Shird