

**AMENDED AND RESTATED  
HRSA-ILA CONTAINER ROYALTY FUND NO. 1  
PLAN AND TRUST AGREEMENT**

This AMENDED AND RESTATED AGREEMENT AND DECLARATION OF TRUST is made this 26<sup>th</sup> day of September, 2001, effective as of the 1st day of October, 1976, 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, pursuant to a Memorandum of Agreement dated August 1, 1967, agreement was reached to establish a trust fund for the protection and benefit of employees of the longshore industry providing for payment of certain royalties (the two container royalty payments effective in 1960 and 1977)<sup>1</sup> with respect to containers handled by ILA Longshore Labor in the Port of Hampton Roads; and

WHEREAS, said Agreement thereafter has been supplemented and amended periodically;

NOW, THEREFORE, effective as of October 1, 1976, this Agreement for the HRSA-ILA Container Royalty Fund No. 1 (hereinafter the "Fund" or "Trust") is hereby amended and restated as follows:

**ARTICLE I**

Definitions

1.1 "Collective Bargaining Agreement" shall mean the collective bargaining agreement and/or contract currently in force and effect between the HRSA and the ILA including

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<sup>1</sup> The third container royalty payment, effective in 1971, is used for fringe benefit purposes only, and effective October 1, 1999 is payable to the Managed Health Care Trust Fund.

the contract by and among the Carriers Container Council, Inc., New York Shipping Association, Inc., Boston Shipping Association, Inc., Hampton Roads Shipping Association, New Orleans Steamship Association, Philadelphia Marine Trade Association, South Atlantic Employers Negotiating Committee, Southeast Florida Port Employers Association, Steamship Trade Association of Baltimore, West Gulf Maritime Association, Ceres Terminals, Cooper/T. Smith Stevedoring, Fairway Terminal Corp., International Terminal Operating Co., Maher Terminals, Stevedoring Services of America, Stevens Shipping & Terminal Company, Universal Maritime Service Corp. and the International Longshoremen's Association, AFL-CIO, its districts and locals, dated August 29, 1996 (hereinafter the "Master Contract"), the Hampton Roads: Longshoremen's Agreement, *Clerks', Checkers' and Weighers' Agreement*, and the *Container Maintenance and Repair Agreement*, and any other modifications or amendments thereto.

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

1.3 "Employer-Members" shall mean those employer-members of the Hampton Roads Shipping Association who have executed the current Collective Bargaining Agreement.

1.4 "Employees" shall mean all members of the International Longshoremen's Association union in the port of Hampton Roads and its affiliated locals, and in particular Locals No. 846, No. 970, No. 1248, No. 1458, No. 1624, No. 1736, No. 1784, No. 1819 and No. 1970, as well as non-union men who perform longshore labor in such port and who are otherwise eligible as set out below.

1.5 "Eligible employees" shall mean Employees who: 1) were employed by one or more of the Employer-Members or employed by the ILA in the capacity of a Union Representative; 2) were compensated for 700 or more hours of service in the Contract Year; and 3) are eligible to receive container royalty benefits under the Collective Bargaining Agreement (as modified from time to time).

1.6 “ILA” shall mean the affiliated Locals of the International Longshoremen’s Association, AFL-CIO, in the Port of Hampton Roads, Virginia.

## **ARTICLE II**

### **The Fund**

#### **2.1 Creation of the Fund**

Pursuant to the Collective Bargaining Agreement there is hereby created the Container Royalty Fund No. 1 for the Port of Hampton Roads. Monies contributed pursuant to the 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 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 providing supplemental unemployment benefits to employees of the longshore industry and protection from the decrease of employment opportunities resulting from the use of containers.



## **ARTICLE III**

### **Funding**

#### **3.1 Amount of Contributions**

Contributions shall be paid by Employer-Members in such amounts and on the basis as shall be determined in accordance with the Collective Bargaining Agreements then in effect. Under the Collective Bargaining Agreement, contributions are subject to a maximum cap based on total tonnage during a contract year. After tonnage reaches certain predetermined levels contributions are reduced by 75%.

#### **3.2 Payment of Contributions**

- (a) Such amounts as may be paid as a result of the Collective Bargaining Agreement, for the loading or unloading or discharging of containers in the Port of Hampton Roads, shall be paid by the Employer-Members to the jointly administered "HRSA-ILA Container Royalty Fund No. 1" established pursuant to this Agreement.

### 3.3 Delinquent Contributions

Contributions to the Trust which are late or delinquent shall bear interest from the due date until paid of one and one-half percent (1 ½%) per month. Employer-Members who have late or delinquent contributions shall also pay all costs of collection, including reasonable attorneys' fees.

### 3.4 Title to Monies Paid

Title to all the monies paid into said Fund shall be vested in and remain exclusively in the Trustees of the Fund, and neither the ILA nor HRSA nor any Employee 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 Eligible Employees.

### 3.5 Investment of the Fund

The Board of Trustees shall invest and reinvest part or all of the monies constituting the Fund as the Board shall, in its sole discretion, deem appropriate and necessary, including but not limited to the following forms of investment: (1) fixed income securities, money market funds, bonds and short-term investment instruments; (2) other securities, including common and preferred stocks, common trust funds; and (3) interests in mutual funds and investment trusts. The Board may in its discretion, enter into one or more trust agreements established with a Corporate Trustee (as defined below) to receive and hold contributions to the Fund and to pay the benefits herein provided.

### 3.6 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.

## **ARTICLE IV**

### **Administration**

#### **4.1 Place of Business of the Fund**

The Fund shall have its place of business at 1355 International Terminal Boulevard, Norfolk, Virginia 23505-1458.

#### **4.2 Plan Administrator: The Board of 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.

#### **4.3 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 monthly in serving as Chairman of the full Board of Trustees.

#### **4.4 Powers of Trustees**

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

- (a) To determine in their sole discretion all questions of coverage and eligibility, methods of providing or arranging for provisions for benefits and all other related matters.
- (b) To construe in their sole discretion 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 review, from time to time, the benefits provided, and to increase or decrease any such benefits to such extent as the Trustees in their prudent judgment and discretion deem advisable.
- (d) To make rules and regulations not inconsistent with the terms hereof to carry out the provisions of this Agreement.
- (e) To demand, collect, receive and hold in trust all monies income into their hands.
- (f) To take such steps, including the institution and prosecution of, or the intervention in, any proceeding at law, in equity, or in bankruptcy, or the referral of claims to the Arbitration Committee established under the Collective Bargaining Agreement (the "Trustee Arbitration Committee"), as may be necessary or desirable to accomplish the collection of the monies due under this Agreement.
- (g) To compromise, settle, arbitrate, and release claims or demands in favor of or against the Fund or the Trustees on such terms and conditions as the Trustees may deem desirable.
- (h) To establish and accumulate as part of the Fund a reserve, or reserves, adequate, in the opinion of the Trustees, to carry out the purpose of this Agreement.

- (i) To pay out of the Fund all real and personal property taxes, income taxes and other taxes of any and all kinds levied or assessed under existing or future laws upon or in respect to the Fund, or any money, property, or securities forming a part thereof.
- (j) To receive contributions or payments from any source whatsoever to the extent permitted by law.
- (k) To invest and reinvest the Fund as provided in section 3.5 hereof, and to take any and all action with respect to holding, buying, selling, and exchanging such investments, in their own name (as Trustees of the HRSA-ILA Container Royalty Fund) or in the name of their nominee, as they in their sole discretion may deem appropriate and necessary, provided that no investments shall be made in any securities of whatever nature or kind of any Employer-Member.
- (l) To hold as uninvested cash without any liability for interest thereon such sums as they deem necessary or advisable for the cash requirements of the Fund.
- (m) In their discretion and to the extent they deem it wise, beneficial or necessary, to appoint a bank or banks or trust company or trust companies to be designated as "Corporate Trustee," and to enter into and execute a trust agreement or agreements with such bank or banks or trust company or trust companies, to provide for the investment and reinvestment of assets of the Fund, with such other provisions incorporated therein as may be deemed desirable in the Trustees' sole discretion for the proper management of the Fund and upon such execution to convey and transfer to such Corporate Trustee any assets of the Fund and without limit with respect to the powers which the Trustees may grant to such Corporate

Trustee, in such agreement to the extent permitted by law and to the extent that such investments are legal for Trust Funds in the State of Virginia.

- (n) To do all acts, whether or not expressly authorized herein, which the Trustees may deem necessary or proper for the protection of the property hold hereunder.
- (o) To do all acts, whether or not expressly authorized herein, which the Trustees may deem necessary to accomplish the general objective of this Agreement in the most efficient and economical manner.



#### 4.5 Appointment of Agents

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

#### 4.6 Audits, Reports and Disclosure of Information

The Trustees shall:

- (a) Ensure 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 and made available for inspection by interested persons<sup>2</sup> at the principal office of the Trust Fund and at such other places as may be designated by the Trustees. Upon request by the HRSA or the ILA the Trustees shall provide additional financial information concerning the Fund.
- (b) Provide information to Fund Participants as required by the Employee Retirement Income Security Act (“ERISA”).

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<sup>2</sup> The term “interested persons” shall mean those persons entitled to receive information regarding the Plan as required by ERISA.

#### 4.7 Action by and Meetings of the 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 seven (7) votes and the ILA shall have a total of seven (7) votes.
- (c)
- (d) Notice – Written notice of any meeting by the Trustees shall be mailed to the Trustees at least three (3) 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.
- (e) Meetings – Meetings may be called by either Chairman or by any two Trustees.
- (f) 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.

#### 4.8 Execution of Documents

Any written instrument authorized by the Trustees including checks, drafts or other documents may be signed by the two Co-Chairmen (either by hand or authorized facsimile signature stamp), any seven (7) of the Trustees, one Employer Trustee and one Union Trustee or by one administrator and one trustee. 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.

#### 4.9 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 a

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 is so agreed upon or appointed by the American Arbitration Association shall be binding on all concerned.

#### 4.10 Withdrawal of Trustees

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

#### 4.11 Compensation

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

#### 4.12 Fiduciary Responsibility

The Trustees shall discharge their duties with respect to the Fund solely in the interest of the Eligible Employees 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 V**

#### Disposition of the Fund

Subject to Section 3.6, the Trustees shall dispose of the monies constituting this Fund in accordance with the following terms:

- (a) The Trustees are authorized to pay from the Fund the organization expenses of this Trust, all reasonable and necessary expenses of collecting any Employer contributions and all costs of administering the affairs of this Trust, including the employment of administrators, assistants, agents, investigators, auditors and counsel, 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.

- (b) The Trustees, in their discretion, shall provide fidelity bonds for each of the Trustees and for any other person authorized to handle, deal with, or draw upon the monies in the Fund said bonds to be secured from such companies and in such amounts as the Trustees shall determine.
- (c) After the allowance of a reasonable reserve for administrative expenses and participants whose eligibility is determined subsequent to such distribution (“Late Qualifiers”), the Trustees shall, on or before December 3 of each Contract Year, distribute the monies in the Fund on a pro-rata basis to the Eligible Employees; provided, however, that such distributions are subject to the Collective Bargaining Agreement and any limitations contained therein. In the event that the Trustees are unable to make this distribution due to some unforeseen circumstance over which the Trustees have no control, both the Employer-Members and the ILA shall be immediately notified.



## **ARTICLE VI**

### Miscellaneous

#### 6.1 Applicable Law

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

#### 6.2 Term of Trust and Termination

This Agreement and Trust, as amended, shall continue indefinitely or until such time as the purpose 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 the Agreement and under the Trust shall have been fulfilled.

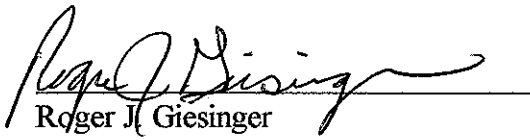
Upon the termination or liquidation of the Trust, and the fulfillment of the purposes of this Agreement, the Trustees shall turn over any surplus monies in the Fund, any real or personal property belonging to the Trust, and such other assets, including any policies of insurance issued to the Trustees, remaining in said Trust to any trust fund or welfare fund that has been or may be created by and between the parties prior to the termination hereof, including the HRSA-ILA Fringe Benefit Escrow Fund. If no such Fund is in existence, then 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 and pay the expenses of the Fund until such surplus monies are exhausted.

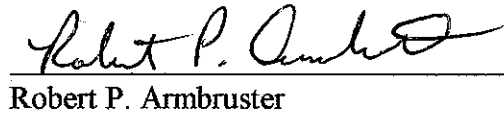
### 6.3 Counterparts

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

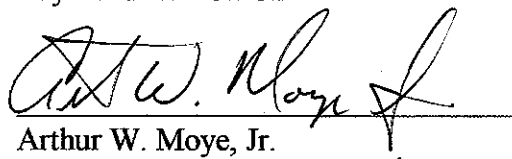
IN WITNESS WHEREOF, the Trustees, HRSA and ILA, have executed this instrument to evidence their acceptance of the Trust hereby created and their agreement to be bound thereby, and all other parties have executed this Agreement as of the day and year first above written.

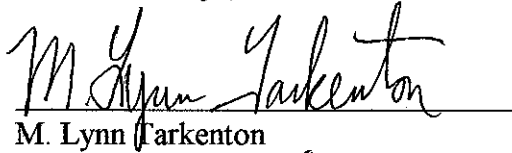
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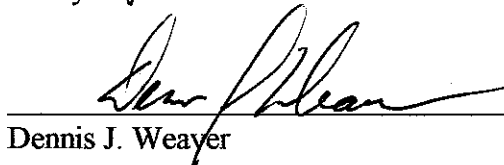
  
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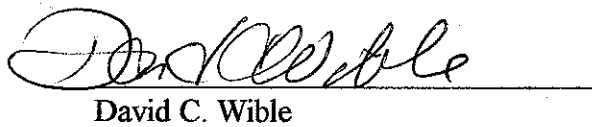
  
Robert P. Armbruster

  
Raymond A. Newlon

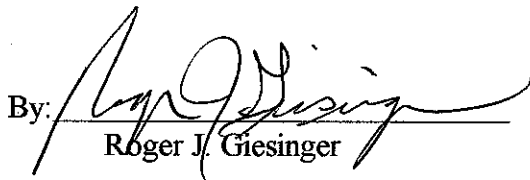
  
Arthur W. Moye, Jr.

  
M. Lynn Tarkenton

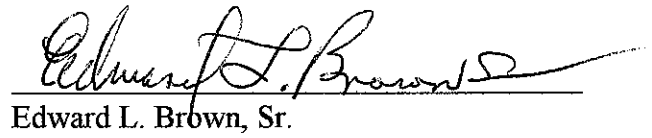
  
Dennis J. Weaver

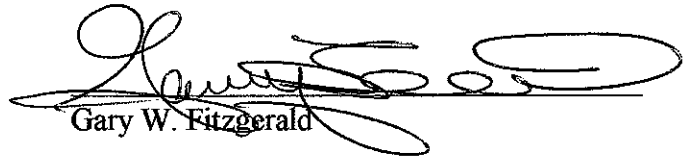
  
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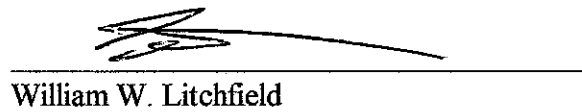
HAMPTON ROADS SHIPPING  
ASSOCIATION

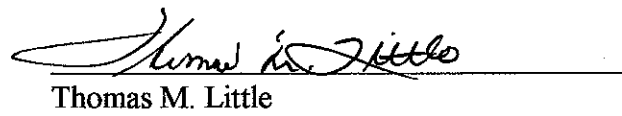
By:   
Roger J. Giesinger

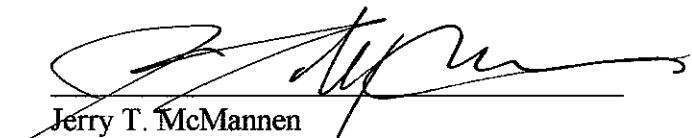
UNION TRUSTEES:

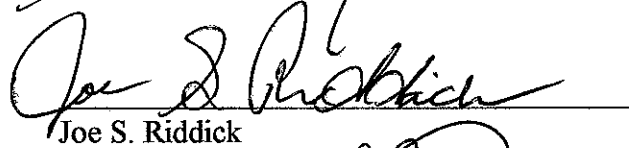
  
Edward L. Brown, Sr.

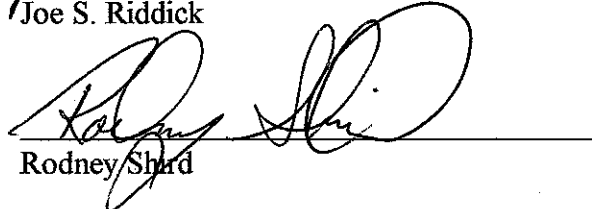
  
Gary W. Fitzgerald

  
William W. Litchfield

  
Thomas M. Little

  
Jerry T. McMannen

  
Joe S. Riddick

  
Rodney Shurd

INTERNATIONAL LONGSHOREMEN'S  
ASSOCIATION

By:   
Edward L. Brown, Sr.

**AMENDED AND RESTATED (SEPTEMBER 26 2001)  
HRSA-ILA CONTAINER ROYALTY NO. 1 FUND**

AMENDMENT HISTORY

<u>AMENDMENT</u>	<u>EFFECTIVE DATE</u>		
#1	4/17/02	Article IV; 4.5	Page 9
#2	1/26/05	Article V, (d) Beneficiaries to be designated On Fund forms; Welfare Fund to be reimbursed By Container Fund in the event Participant receives payment from A "Third" party.	Page 13
#3	10/1/07	Article II Add new section 2.3: (a) Supplemental Unemployment benefits will be paid to eligible employees pursuant to the terms of the CBA (b) For purpose of receiving Benefits From the Container Royalty Fund for Each of the 3 additional years following An eligible employee's retirement, the Employee shall be deemed retired on the date the retirement application is submitted.	Page 4

**AMENDMENT NO. 1 TO THE AMENDED AND RESTATED  
HRSA-ILA CONTAINER ROYALTY FUND NO. 1  
PLAN AND TRUST AGREEMENT**

Effective as of 4/17/02, the Amended and Restated HRSA-ILA Container Royalty

Fund No. 1 Plan and Trust Agreement is amended as follows:


Section 3.4 of the Plan is amended to add the following sentence at the end of the paragraph:

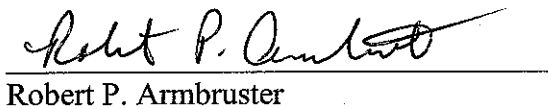
“In the event an Employee receives a payment from the Fund to which he is not entitled, he shall immediately repay the Fund such amount, plus interest (at the rate(s) determined by the Board) from the date of receipt until such repayment.”


IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the 17th

day of April, 2002.

MANAGEMENT TRUSTEES:

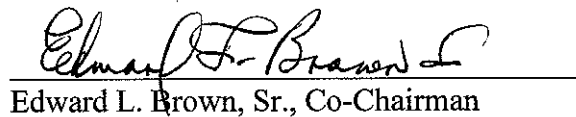
  
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Roger J. Giesinger, Co-Chairman

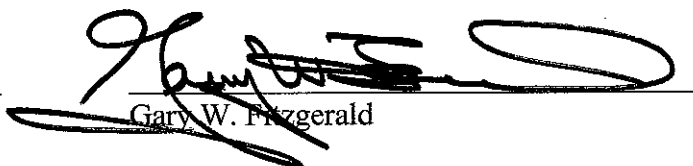
  
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Robert P. Armbruster

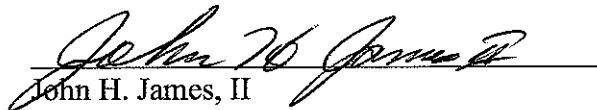
  
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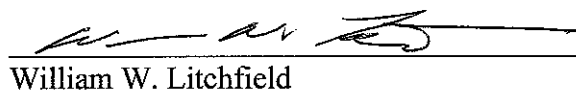
  
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Raymond A. Newlon

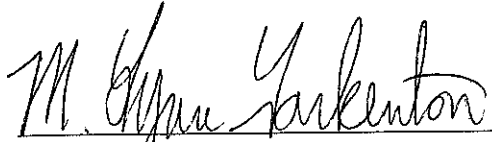
UNION TRUSTEES:

  
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Edward L. Brown, Sr., Co-Chairman

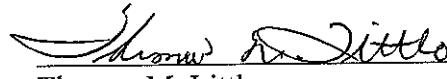
  
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Gary W. Fitzgerald

  
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John H. James, II

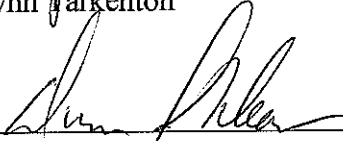
  
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William W. Litchfield



M. Lynn Parkenton



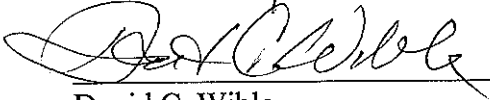
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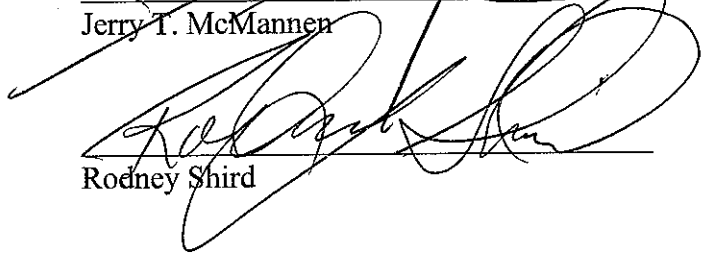
Dennis J. Weaver



Jerry T. McMannen



David C. Wible



Rodney Shird

**AMENDMENT NO. 2 TO THE  
HAMPTON ROADS SHIPPING ASSOCIATION -  
INTERNATIONAL LONGSHOREMEN'S ASSOCIATION  
CONTAINER ROYALTY FUND NO. 1**

Effective as of January 26, 2005, the Hampton Roads Shipping Association - International Longshoremen's Association Container Royalty Fund No. 1 Plan and Trust Agreement (the "Trust Agreement") is amended as follows:

Article V of the Trust Agreement as presently constituted is amended to add the following new paragraphs:

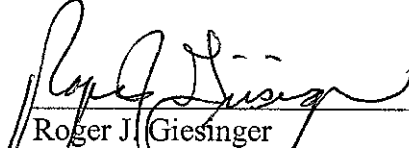
(d). Any unpaid Container Royalty Fund benefits for which an Eligible Employee qualified before his or her death shall be paid to the Beneficiary designated by the Eligible Employee on forms provided by the Fund Office.


In the event an Eligible Employee has not filed a Beneficiary Designation in this manner, the benefits shall be paid to the Eligible Employee's Estate.

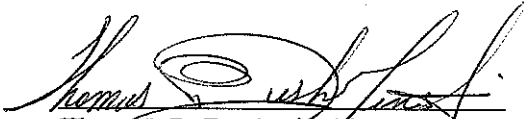
(e). In the event that the HRSA-ILA Welfare Fund pays benefits to an Employee who is a participant in the HRSA-ILA Welfare Fund for expenses incurred by the participant due to the acts or omission of another person ("Third Party") and the Employee receives payments from that Third Party, from an insurance carrier or from other sources due to the acts or omissions of that Third Party (in either event, a "Recovery"), the Employee agrees to transfer and assign to the HRSA-ILA Welfare Fund all right, title and interest in and to any and all Container Royalty Fund benefits to which the Employee is or may be entitled to receive, to the extent of the lesser of (i) any and all payments made by the Welfare Fund or (ii) the amount of any Recovery received by the Employee.

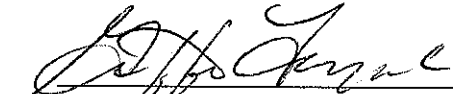
IN WITNESS WHEREOF, the parties have executed this instrument as of the 26<sup>th</sup> day of January, 2005.

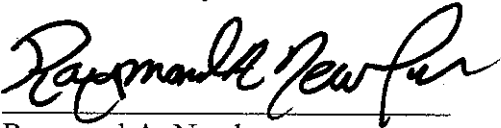
EMPLOYER TRUSTEES:

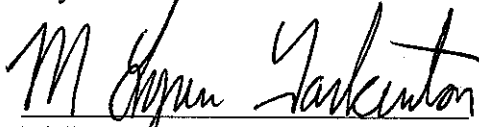
  
Roger J. Giesinger

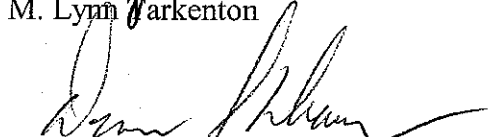
  
George H. Brown

  
Thomas P. Dushatinski

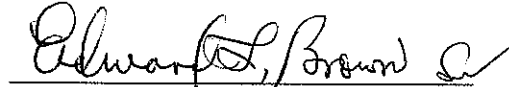
  
Griffith V. P. Lynch

  
Raymond A. Newlon

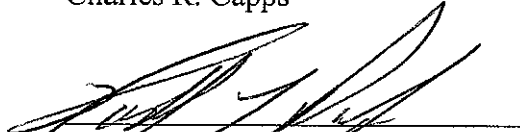
  
M. Lynn Yarkenton

  
Dennis J. Weaver

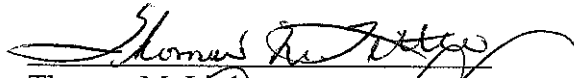
EMPLOYEE TRUSTEES:

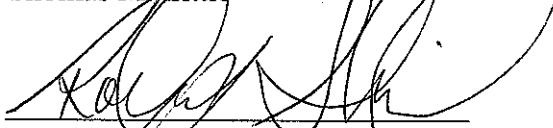
  
Edward L. Brown, Sr.

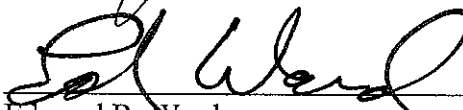
  
Charles R. Capps

  
Richard L. Dickens, Jr.

  
Gary W. Fitzgerald

  
Thomas M. Little

  
Rodney Shird

  
Edward R. Ward

**AMENDMENT NO. 3 TO THE  
HAMPTON ROADS SHIPPING ASSOCIATION-  
INTERNATIONAL LONGSHOREMEN'S ASSOCIATION  
CONTAINER ROYALTY FUND**

Effective as of October 1, <sup>2007</sup>~~2008~~, the Hampton Roads Shipping Association - International Longshoremen's Association Container Royalty Fund (the "Plan") is amended as follows:

Article II is amended to add the following new Section 2.3:

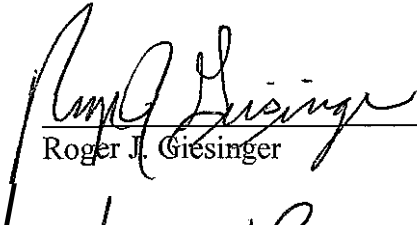
2.3 Benefits


(a) Supplemental unemployment benefits ("Benefits") will be paid to Eligible Employees pursuant to the terms of the Collective Bargaining Agreement.


(b) For purposes of receiving Benefits from this Fund (and only this Fund) for each of the three additional years following an Eligible Employee's retirement, the Employee shall be deemed retired on the date he or she submits his or her retirement application to the HRSA-ILA Pension Plan.

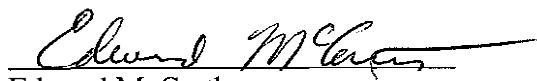
IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the 30TH day of APRIL, 2008.

EMPLOYER TRUSTEES:

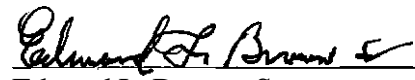
  
\_\_\_\_\_  
Roger J. Giesinger


  
\_\_\_\_\_  
George H. Brown

  
\_\_\_\_\_  
Kip Hinkle

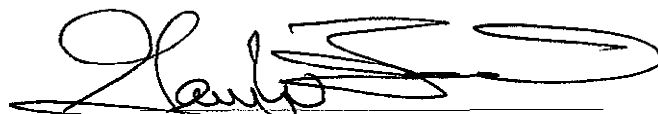
  
\_\_\_\_\_  
Edward McCarthy

EMPLOYEE TRUSTEES:

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

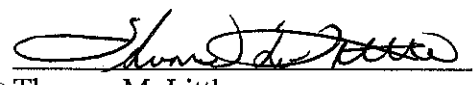
  
\_\_\_\_\_  
Ronald Allen, Sr.

Larry A. Bachtell

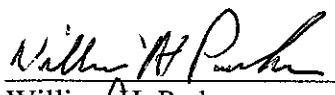
  
\_\_\_\_\_  
Gary W. Fitzgerald



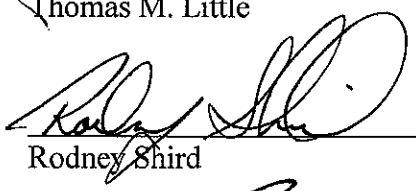
Raymond A. Newlon



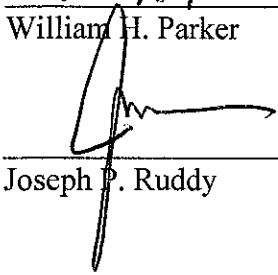
Thomas M. Little



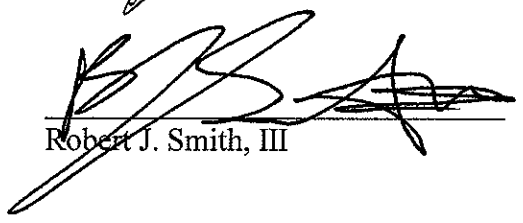
William H. Parker



Rodney Shird



Joseph P. Ruddy



Robert J. Smith, III