

HRSA-ILA ANNUITY & SAVINGS PLAN AND TRUST

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TABLE OF CONTENTS

ARTICLE 1 DEFINITIONS

1.1	Adjustment Factor		3
1.2	Adopting Employer		3
1.3	Affiliated Employer		3
1.4	After-Tax Employee Contributions		3
1.5	Beneficiary		3
1.6	CBA		4
1.7	Code		4
1.8	Compensation		4
1.9	Compensation Period		4
1.10	Covered Compensation		5
1.11	Eligible Employee		5
1.12	Employed in the Industry		5
1.13	Employee		6
1.14	Employer		6
1.15	Employer Association		6
1.16	ERISA		6
1.17	Fund Office		6
1.18	General Operating Expenses		6
1.19	Highly Compensated Employee		6
1.20	Inactive Participant		7
1.21	Investment Fund		7
1.22	Management Trustees		7
1.23	Non-Discretionary Employer Contribution		7
1.24	Non-highly Compensated Employee		7
1.25	Normal Retirement Age		8
1.26	Participant		8
1.27	Plan Year		8
1.28	Plan Administrator		8
1.29	Pre-Tax Contributions		8
1.30	QDRO		8
1.31	Service Company		8
1.32	Trust		8
1.33	Trust Fund		8
1.34	Trust Income		9
1.35	Trustees		9
1.36	Union		9
1.37	Union Trustees		9
1.38	Valuation Date		9
1.39	Spouse		9

**ARTICLE 2
ADOPTION AND PARTICIPATION PROCEDURE**

2.1	Adoption by Employer		10
2.2	Election to Participate		10
2.3	Application Timing		10
2.4	Failure to Elect Participation		11
2.5	Adopting Employer Processing of Forms		11

**ARTICLE 3
CONTRIBUTIONS**

3.1	Employee Contributions		12
3.2	Rules Applicable to Pre-Tax Employee Contributions		13
3.3	Rules Applicable to After-Tax Employee Contributions		15
3.4	Final Regulations		18
3.5	Notice of Change		18
3.6	Notice of Discontinuance		18
3.7	Non-Discretionary Employer Contributions		18
3.8	Contribution Limitations to Comply with Section 415 of the Code		19
3.9	Miscellaneous Rules Concerning Contributions		22
3.10	Qualified Military Service		23

**ARTICLE 4
WITHDRAWALS AND DISTRIBUTIONS**

4.1	Contributions Vested		25
4.2	Distribution Events		25
4.3	Optional Forms of Distributions		26
4.4	Timing of Distributions		28
4.5	Rules Relating to Distributions		29
4.6	Debit of Withdrawals or Distributions		33
4.7	Special Distribution Rules for Certain Excess Contributions		33
4.8	Eligible Rollover Distributions		36
4.9	Waiver of 30-Day Period		39

**ARTICLE 5
ACCOUNTS**

5.1	Account for Each Participant		40
5.2	Valuation and Income Allocation		40
5.3	Participant Statements		41

**ARTICLE 6
PLAN FIDUCIARIES AND ADMINISTRATION**

6.1	Named Fiduciaries		42
6.2	Plan Administrator		42

6.3	Plan Administrator's Right to Allocate, Employ and Delegate		42
6.4	Claims for Benefits and Review of Denials		43
6.5	Reliance on Information		44
6.6	Missing Participants and Uncashed Distribution Checks		45
6.7	Plan and Trust Expenses		45
6.8	Trust Records		45
6.9	Indemnification of Fiduciaries		46
6.10	Participant Loans		47
6.11	Overpayments and Refunds		47

**ARTICLE 7
INVESTMENT OF THE TRUST**

7.1	Investments of the Trust		49
7.2	Board of Trustees' General Authority		50
7.3	Participant Voting Rights		52

**ARTICLE 8
BOARD OF TRUSTEES**

8.1	The Board of Trustees		54
8.2	Union Trustees		54
8.3	Management Trustees		54
8.4	Proceedings of the Board of Trustees		55
8.5	Resolution of Trustee Disputes		55
8.6	Trustees' Right to Allocate, Delegate and Employ		56
8.7	No Self-Dealing		57

**ARTICLE 9
MISCELLANEOUS**

9.1	Amendments and Termination		58
9.2	Payments to Incompetents		58
9.3	No Alienation of Benefits		59
9.4	No Ownership of Trust Assets		59
9.5	Audit		59
9.6	Copies of Trust		60
9.7	Applicable Law		60
9.8	Headings		60
9.9	Counterparts and Effectiveness		60
9.10	Merger and Consolidation		60
9.11	Military Service		61

**ARTICLE 10
TOP HEAVY PROVISIONS**

10.1	Top Heavy Plan Requirements		62
10.2	Definitions		62

10.3	Top Heavy Plan		67
10.4	Top Heavy Benefit Requirement		67
10.5	Top eavy Limit on Compensation		68

**ARTICLE 11
FINAL 401(k)/(m) PROVISIONS**

11.1	Elective Deferral Elections		71
11.2	Distribution of Excess Elective Deferrals		72
11.3	Actual Deferral Percentage Test		75
11.4	Distribution of Excess Contributions		77
11.6	Recharacterization		79
11.7	Limitation of Employee Contributions		80
11.8	Distribution of Excess Aggregate Contributions		83
11.9	Qualified Nonelective Contributions		85
11.10	Distribution Limitations		86

HRSA-ILA ANNUITY & SAVINGS PLAN AND TRUST

This document establishes a multiemployer tax-qualified defined contribution plan (the “HRSA-ILA Annuity & Savings Plan” or “Plan”) and its related trust that includes a salary reduction feature that meets the requirements of section 401(k) of the Code, designed to allow eligible employees of participating employers to make elective pre-tax payroll deferrals or after-tax payroll deferrals and to allow participating employers to make other pre-tax savings plan contributions on behalf of such employees, to the extent provided under collective bargaining agreements providing for contributions to this plan.

The original Plan was adopted effective October 3, 1996. The Plan has been amended in accordance with applicable law, and is restated effective October 1, 2014 for submission for determination under the five-year remedial cycle program.

ARTICLE 1
DEFINITIONS

1.1 Adjustment Factor. The cost of living adjustment factor prescribed by the Secretary of the Treasury under section 415(d) of the Code, as applied to such items and in such manner as the Secretary shall provide.

1.2 Adopting Employer. An Employer that has adopted this Plan in accordance with Section 2.1.

1.3 Affiliated Employer. As to an Adopting Employer, any corporation that is a member of a controlled group of corporations (as defined in section 414(b) of the Code) that includes the Adopting Employer; any trade or business (whether or not incorporated) that is under common control (as defined in section 414(c) of the Code) with the Adopting Employer; any organization (whether or not incorporated) that is a member of an affiliated service group (as defined in section 414(m) of the Code) that includes the Adopting Employer; and any other entity required to be aggregated with the Adopting Employer pursuant to regulations under section 414(o) of the Code.

1.4 After-Tax Employee Contributions. Contributions described in Section 3.1(a) to be withheld by an Adopting Employer from the current Covered Compensation of Participants in response to elections made by them and contributed on their behalf but not subject to the rules of Section 3.2.

1.5 Beneficiary. Any person or legal entity who may be entitled in accordance with the terms of the Plan to receive benefits hereunder upon the death of a Participant. The Participant's spouse shall be the beneficiary of a married Participant, or the estate shall be the

beneficiary of an unmarried Participant. A Participant may designate a Beneficiary other than a spouse (or estate, for an unmarried Participant) on forms provided by the Fund Office; provided that a married Participant may not designate a beneficiary other than his spouse unless the spouse consents to the designation of the alternative beneficiary in the manner set forth in Section 4.5(b).

1.6 CBA. A collective bargaining agreement between the Union and the Employer Association governing the wages, hours, working conditions, and benefits of employees of members of the Employer Association or other eligible employing entities, that calls for contributions to be made to the Trust Fund upon terms acceptable to the Trustees.

1.7 Code. The Internal Revenue Code of 1986, as amended.

1.8 Compensation. Total remuneration paid by an Adopting Employer to a Participant during the relevant period as provided by the Plan that is includible in gross income and reported as wages under section 3401 (a) of the Code and, in addition, except for purposes of Section 3.8, remuneration that is not currently includible in a Participant's gross income by reason of the application of sections 125, 402(a)(8) or 402(h)(1)(B) of the Code. Annual Compensation in excess of \$210,000 (as adjusted pursuant to section 401(a)(17)(B) of the Code) shall be disregarded for all purposes under the Plan, except for purposes of Section 3.8. If a determination period consists of fewer than 12 months, the foregoing limitation will be multiplied by a fraction, the numerator of which is the number of months in the determination period, and the denominator of which is 12.

1.9 Compensation Period. The daily, weekly, bi-weekly, semi-monthly or monthly period on the basis of which the Eligible Employee with respect to whom the term is used is paid his Covered Compensation by his Employer.

1.10 Covered Compensation. Covered Compensation, used for determining contributions under the Plan, shall be Compensation. Annual Covered Compensation in excess of \$210,000 (as adjusted pursuant to section 401(a)(17)(B) of the Code) shall be disregarded for all purposes under the Plan. If a determination period consists of fewer than 12 months, the foregoing limitation will be multiplied by a fraction, the numerator of which is the number of months in the determination period, and the denominator of which is 12.

1.11 Eligible Employee. An Employee who is Employed in the Industry, and who satisfies the following eligibility requirements:

(a) is not a “leased employee” within the meaning of section 414(n)(2) of the Code; and

(b) is not a nonresident alien employee described in section 410(b)(3)(C) of the Code.

(c) An Eligible Employee shall include an Employee who previously took a permanent termination distribution from the Plan pursuant to Section 4.2(e), but who has returned to Employment in the Industry. Such Eligible Employee shall be permitted to make Employee contributions and Rollovers, and to receive Non-Discretionary Employer Contributions with no waiting period, all in accordance with Article III. This provision shall be effective upon the Employee’s date of re-instatement to Employment in the Industry or December 1, 2013, whichever is later.

1.12 Employed in the Industry. An Employee is Employed in the Industry if engaged in any of the following types of employment:

(a) employment by one or more present or former members of the Employer

Association in the Port of Hampton Roads and vicinity under a CBA;

(b) employment in the Port of Hampton Roads and vicinity by the Union and/or its locals in the capacity of a Union representative or in a non-Union staff position;

(c) employment by the Fund Office; and

(d) employment by a member of the Employer Association in any position determined by the Board of Trustees to have been traditionally filled by Union labor, but not subject to the terms of a CBA, 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)).

1.13 Employee. An individual who is employed by an Adopting Employer, including individuals who are "leased employees" within the meaning of section 414(n)(2) of the Code.

1.14 Employer. A member of the Employer Association, the Union and/or its locals in the Port of Hampton Roads and vicinity, or the Fund Office.

1.15 Employer Association. The Hampton Roads Shipping Association.

1.16 ERISA. The Employee Retirement Income Security Act of 1974, as amended.

1.17 Fund Office. The Plan's administrative office.

1.18 General Operating Expenses. The expenses incurred for the normal administration and operation of the Trust and Plan.

1.19 Highly Compensated Employee. Any Employee who performed services for an Adopting Employer during the determination year and who (a) during the determination year or the look-back year was at any time a 5-percent owner (as defined in section 416(i)(1) of the Code)

of the Adopting Employer, or (b) for the look-back year received compensation from the Adopting Employer in excess of \$115,000 (multiplied each year by the Adjustment Factor) and (if elected by the Trustees) was in the top-paid group of Employees of the Adopting Employer.

The determination year shall be the Plan Year, and the look-back year shall be the 12-month period immediately preceding the determination year.

The determination of who is a Highly Compensated Employee, including the determinations of the number and identity of Employees in the top-paid group and the compensation that is considered will be made in accordance with section 414(q) of the Code and the regulations thereunder.

1.20 Inactive Participant. Any Eligible Employee or former Eligible Employee who has ceased to be a Participant and on whose behalf an account is maintained under the Plan.

1.21 Investment Fund. A vehicle under the Plan for the investment of assets allocated to a Participant's account.

1.22 Management Trustees. The persons named as Management Trustees pursuant to Section 8.3.

1.23 Non-Discretionary Employer Contribution. Such amount, if any, as the Adopting Employers may have agreed, pursuant to the CBA, to contribute to the Plan in an amount determined by a formula set out in a CBA. Non-Discretionary Employer Contributions to the Plan shall also include an amount as determined necessary or appropriate to pay General Operating Expenses, which contributions shall not be included in any Participant's account.

1.24 Nonhighly Compensated Employee. An Employee who is not a Highly Compensated Employee.

1.25 Normal Retirement Age. A Participant's Normal Retirement Age is the later of (a) the first day of the month following the Participant's 62nd birthday; or (b) the fifth anniversary of the first day of the Plan Year during which the Participant first became a Participant.

1.26 Participant. Any Eligible Employee of an Adopting Employer who has met the eligibility and participation requirements of the Plan and who has an account under the Plan.

1.27 Plan Year. The fiscal period on which the Plan's records are maintained, which shall be the twelve-month period beginning on January 1 each year and ending on the next succeeding December 31.

1.28 Plan Administrator. The plan administrator described in Section 6.2.

1.29 Pre-Tax Contributions. To the extent provided under a CBA, contributions made to the Plan during the Plan Year by an Adopting Employer in response to the election by a Participant to have such contributions made in lieu of receiving cash compensation.

1.30 QDRO. A qualified domestic relations order, as defined in section 414(p) of the Code.

1.31 Service Company. The entity that maintains some or all of the investment vehicles designated as Investment Funds by the Trustees and performs duties for the Plan in accordance with Section 6.3 delegation provisions, including Prudential Retirement Services, or its successor.

1.32 Trust. The trust established by this document.

1.33 Trust Fund. All funds or property contributed to the Trust, including all income, profits, or increments thereon.

1.34 Trust Income. The net investment gain or loss of the Trust Fund for the period involved whether consisting of income received or accrued or gains or losses on Trust assets, whether realized or unrealized, adjusted for investment expenses.

1.35 Trustees. The Board of Trustees as described in Section 8.1.

1.36 Union. The Affiliated Locals of the Port of Hampton Roads, Virginia of the International Longshoremen's Association, AFL-CIO.

1.37 Union Trustees. The individuals named as Union Trustees pursuant to Section 8.2 herein.

1.38 Valuation Date. The last business day of each calendar quarter ending on March 31, June 30, September 30 and December 31 of each year, or such other, more frequent dates as determined by the Trustees in their sole discretion.

1.39 Spouse. "Spouse" shall mean a person (of either the same sex or the opposite sex as the Participant) who was married to the Participant in any jurisdiction that recognized the marriage as a lawful marriage.

ARTICLE 2
ADOPTION AND PARTICIPATION PROCEDURE

2.1 Adoption by Employer. An Employer who is a member of the Employer Association shall be deemed to adopt and establish this Plan and Trust for Eligible Employees employed by such Employer upon the execution by the Employer Association of a CBA that calls for contributions to be made to the Trust Fund on behalf of the Eligible Employees of such Employer. The Employer Association shall provide evidence of such execution to the Trustees in a form acceptable to the Trustees.

An Employer who is the Union and/or its locals in the Port of Hampton Roads and vicinity, or the Fund Office, shall adopt and establish this Plan and Trust for Eligible Employees employed by such Employer upon the execution by such Employer of an agreement in form and substance acceptable to the Trustees by which such Employer agrees to make contributions on behalf of Eligible Employees pursuant to the terms of a CBA. Such Employer shall provide evidence of such execution to the Trustees in a form acceptable to the Trustees.

2.2 Election to Participate. To become a Participant in the Plan, an Eligible Employee must elect to do so by signing and filing with the Fund Office an application in such form as the Trustees may prescribe or approve, by which he agrees to all of the terms and conditions of the Plan; provided that, if an Eligible Employee otherwise has an account maintained under the Plan such Eligible Employee shall be a Participant.

2.3 Application Timing. The application provided for in Section 2.2 must be filed with the Fund Office at least ten working days before the beginning of the Compensation Period for which the Eligible Employee first elects to participate; provided, however, that the

Trustees may waive the time requirement on a uniform and nondiscriminatory basis for all Employees of an Employer with respect to the Employees' initial opportunity to elect to become a Participant. Participation in the Plan shall continue in accordance with the elections made in such application until changed by a subsequent notice of change so long as such Participant remains an Eligible Employee. Any such notice of change shall be in such form as the Trustees may prescribe or approve and must be signed and filed with the Employer involved not less than ten working days before the change set out in such notice is to take effect; provided, however, that the Trustees may waive the ten working day requirement on a uniform and nondiscriminatory basis for all Employees of an Employer with respect to the Employees' notice of change.

2.4 Failure to Elect Participation. Any Eligible Employee who fails to elect to participate when first eligible to do so may elect to participate at any time by filing an application with the Fund Office involved not less than ten working days before the beginning of the Compensation Period that includes such date.

2.5 Adopting Employer Processing of Forms. The Plan shall make available to Eligible Employees and Participants applications to participate, notices of change, and notices of discontinuance. The Union and any Adopting Employer shall promptly forward to the Fund Office a copy of any application, notice of change, or notice of discontinuance that they may receive.

ARTICLE 3 CONTRIBUTIONS

3.1 *Employee Contributions.*

(a) Effective July 23, 1997, an Eligible Employee may elect to make After-Tax Employee Contributions to the Trust by means of payroll deductions.

(b) An Eligible Employee may elect to defer cash compensation in return for the Adopting Employer's agreement to make Pre-Tax Employee Contributions to the Trust on such Eligible Employee's behalf.

(c) No election may be made under this Plan that will result in Pre-Tax Employee Contributions on behalf of any Participant during any calendar year in excess of the limitation amount established under section 402(g) of the Code, as adjusted by the Secretary of the Treasury under section 402(g)(4) of the Code (\$17,500 for 2014). Any Pre-Tax Employee Contributions for a Participant that exceed such amount (taking into account other elective deferrals under section 402(g) of the Code) shall be distributed to the Participant as provided in Section 4.7.

(d) Notwithstanding Section 3.1(c), all employees who are eligible to make elective deferrals under the Plan and who have attained age 50 before the close of the Plan Year shall be eligible to make catch-up contributions in accordance with, and subject to the limitation of, section 414(v) of the Code. Such catch-up contributions shall not be taken into account for purposes of the provisions of the Plan implementing the required limitations of sections 402(g) and 415 of the Code. The Plan shall not be treated as failing to satisfy the provisions of the Plan implementing the requirements of section 401(k)(3), 401(k)(11), 401(k)(12), 410(b), or 416 of

the Code, as applicable, by reason of the making of such catch-up contributions.

3.2 Rules Applicable to Pre-Tax Employee Contributions

(a) The amount of Pre-Tax Employee Contributions made on behalf of a Participant may not exceed either:

(1) such percentage, if any, of the Participant's Covered Compensation as has been designated in a CBA, or

(2) in the case of a Highly Compensated Employee, the amount determined by the rules of subsection (b) or the special rules of subsection (c) below.

(b) As to the Plan as adopted by each Adopting Employer, determined separately:

(1) The Average Deferral Percentage for Eligible Participants who are Highly Compensated Employees for the Plan Year of such Adopting Employer shall not exceed the greater of:

(i) the Average Deferral Percentage for Eligible Participants who are Nonhighly Compensated Employees for the prior Plan Year (or for the Plan Year, if elected by the Trustees with the consent of the Secretary of Treasury) of such Adopting Employer multiplied by 1.25; or

(ii) the Average Deferral Percentage for Eligible Participants who are Nonhighly Compensated Employees for the prior Plan Year (or for the Plan Year, if elected by the Trustees with the consent of the Secretary of Treasury) of such Adopting Employer multiplied by 2 (provided that the Average Deferral Percentage for Eligible Participants who are Highly Compensated Employees does not exceed the Average Deferral Percentage

for Eligible Participants who are Nonhighly Compensated Employees by more than two (2) percentage points).

(2) For purposes of this Section 3.2 and for purposes of Section 4.7, the following definitions shall apply:

(i) "Average Deferral Percentage" shall mean the average (expressed as a percentage) of the Deferral Percentages of the Eligible Participants in a group.

(ii) "Deferral Percentage" shall mean the ratio (expressed as a percentage) of the sum of the Pre-Tax Employee Contributions and the qualified nonelective contributions under the Plan on behalf of the Eligible Participant for the Plan Year to the Eligible Participant's Compensation for the Plan Year.

(iii) "Eligible Participant" shall mean any Employee of the Employer who is eligible under the terms of the Plan to have Pre-Tax Employee Contributions made on his behalf for the Plan Year.

(c) (1) For purposes of this Section 3.2, the Deferral Percentage for any Eligible Participant who is a Highly Compensated Employee for the Plan Year and who is eligible to have Pre-Tax Employee Contributions allocated to his account under two or more plans described in section 401 (a) of the Code or arrangements described in section 401(k) of the Code that are maintained by the Employer or an Affiliated Employer shall be determined as if all such contributions were made under a single plan.

(2) In the event that this Plan as adopted by an Adopting Employer satisfies the requirements of section 410(b) of the Code only if aggregated with one or more other plans, or if one or more other plans satisfy the requirements of section 410(b) of the Code

only if aggregated with this Plan, then this Section 3.2 shall be applied by determining the Deferral Percentages of Eligible Participants as if all such plans were a single plan.

(3) The determination and treatment of the Deferral Percentage of any Eligible Participant shall satisfy such other requirements as may be prescribed by the Secretary of the Treasury.

(d) An Adopting Employer may contribute amounts that are designated as “qualified nonelective contributions” within the meaning of Treasury regulations issued pursuant to section 401(k) of the Code, to the extent appropriate to satisfy the Average Deferral Percentage Test of Subsection 3.2(b), which amounts may be allocated, at the direction of such Adopting Employer and in accordance with applicable Treasury regulations under section 401(k) of the Code, only among the appropriate accounts of those Participants who are not Highly Compensated Employees. Any such contributions shall be fully vested and nonforfeitable.

3.3 Rules Applicable to After-Tax Employee Contributions.

(a) The amount of After-Tax Employee Contributions made by a Participant may not exceed either:

(1) the respective percentages of the Participant’s Covered Compensation as have been designated in a CBA, if any, for each type of contribution, or

(2) in the case of a Highly Compensated Employee, the amount determined by the rules of subsection (b) or the special rules of subsection (c) below. Notwithstanding the foregoing, item (2) above and subsections (b) and (c) below shall not apply with respect to an Adopting Employer’s Eligible Employees who are members of a collective

bargaining unit.

(b) As to the Plan as adopted by each Adopting Employer (except as otherwise provided above), determined separately:

(1) The Average Contribution Percentage for Eligible Participants who are Highly Compensated Employees for the Plan Year of such Adopting Employer shall not exceed the greater of:

(i) the Average Contribution Percentage for Eligible Participants who are Nonhighly Compensated Employees for the prior Plan Year (or the Plan Year, if elected by the Trustees with the consent of the Secretary of Treasury) of such Adopting Employer multiplied by 1.25; or

(ii) the Average Contribution Percentage for Eligible Participants who are Nonhighly Compensated Employees for the prior Plan Year (or the Plan Year, if elected by the Trustees with the consent of the Secretary of Treasury) of such Adopting Employer multiplied by 2 (provided that the Average Contribution Percentage for Eligible Participants who are Highly Compensated Employees does not exceed the Average Contribution Percentage for Eligible Participants who are Nonhighly Compensated Employees by more than 2 percentage points).

(2) For purposes of this Section 3.3 and for purposes of Section 4.7, the following definitions shall apply:

(i) "Average Contribution Percentage" shall mean the average (expressed as a percentage) of the Contribution Percentages of the Eligible Participants in a group.

(ii) “Contribution Percentage” shall mean the ratio (expressed as a percentage) of the sum of the After-Tax Employee Contributions and qualified matching contributions under the Plan on behalf of the Eligible Participant for the Plan Year to the Eligible Participant’s Compensation for the Plan Year.

(iii) “Eligible Participant” shall mean any Employee of the Employer who is eligible under the terms of the Plan to make After-Tax Employee Contributions allocated to his account for the Plan Year.

(c) (1) Except as provided in subsection (a) above, for purposes of this Section 3.3, the Contribution Percentage for any Eligible Participant who is a Highly Compensated Employee for the Plan Year and who is eligible to make After-Tax Employee Contributions under two or more plans described in section 401 (a) of the Code or arrangement described in section 401(k) of the Code that are maintained by the Employer or an Affiliated Employer shall be determined as if all such contributions were made under a single plan.

(2) In the event that this Plan as adopted by an Adopting Employer satisfies the requirements of section 410(b) of the Code only if aggregated with one or more other plans, or if one or more other plans satisfy the requirements of section 410(b) of the Code only if aggregated with this Plan, then this Section 3.3 shall be applied by determining the Contribution Percentages of Eligible Participants as if all such plans were a single plan.

(3) The determination and treatment of the Contribution Percentage of any Eligible Participant shall satisfy such other requirements as may be prescribed by the Secretary of the Treasury.

(d) An Adopting Employer may contribute amounts that are designated as “qualified matching contributions” within the meaning of Treasury regulations issued pursuant to

section 401(m) of the Code, to the extent appropriate to satisfy the Average Contribution Percentage Test of Subsection 3.3(b), which amounts may be allocated, at the direction of such Adopting Employer and in accordance with applicable Treasury regulations under section 401(m) of the Code, only among the appropriate accounts of those Participants who are not Highly Compensated Employees. Any such contributions shall be fully vested and nonforfeitable.

3.4 Final Regulations. Effective as of October 1, 2006, this Plan incorporates by reference the final regulations issued under sections 401(k) and 401(m) of the Code in December 2004, as amended from time to time.

3.5 Notice of Change. By filing a notice of change with the Fund Office, a Participant may increase or decrease the rate of his employee contributions within the limitations, if any, set out in a CBA. Such notice of change shall not apply retroactively but shall apply only to future Compensation Periods. The filing of a notice of change shall not prevent a Participant from filing a subsequent notice of change.

3.6 Notice of Discontinuance. By filing a notice of discontinuance with the Fund Office, a Participant may discontinue making the contributions required to be made under Section 3.1. Such notice of discontinuance shall not apply retroactively but shall apply only to Compensation Periods occurring after receipt and processing thereof. The filing of a notice of discontinuance shall not prevent an otherwise Eligible Employee from filing a new application to recommence contributions.

3.7 Non-Discretionary Employer Contributions.

(a) An Adopting Employer shall make Non-Discretionary Employer Contributions to the Plan in such amounts as set forth in a CBA. Such contributions are due no

later than fifteen (15) days following the last pay period of the month to which they relate.

(b) A Participant first hired on and after October 1, 2013 shall not be eligible for Non-Discretionary Employer Contributions until they have completed 2,000 hours of service in a 24-month period, measured first from the date of hire and thereafter from the first day of the Plan Year. Upon completion of this service requirement, a Participant shall be eligible for Non-Discretionary Employer Contributions on the first day following Plan Year, or six (6) months after he completes this service requirement if earlier.

(c) In addition to Non-Discretionary Employer Contributions made pursuant to the terms of a CBA, contributions shall be made in an amount sufficient to pay the General Operating Expenses of the Plan and to restore forfeited accounts under Section 6.6(a) (to the extent such obligations are not paid by the Union or one or more of the Adopting Employers). These contributions shall not be allocated to any Participant's account, but rather shall be allocated to a suspense account and used to pay the General Operating Expenses of the Plan and to restore forfeited accounts under Section 6.6(a) (to the extent such obligations are not paid by the Union or one or more of the Adopting Employers).

3.8 Contribution Limitations to Comply with Section 415 of the Code.

(a) For purposes of the Plan, "Annual Addition" shall mean the amount allocated to a Participant's account during the Limitation Year that constitutes:

- (1) Employer Contributions,
- (2) Employee Contributions, and
- (3) Forfeitures.

Annual additions do not include any rollover contributions or trustee-to-trustee transfers

made under Section 3.9(c) of the Plan.

(b) Maximum annual addition. Except to the extent permitted under Section 3.1(d) of the Plan and section 414(v) of the Code, if applicable, the annual addition that may be contributed or allocated to a Participant's account under the Plan for any limitation year shall not exceed the lesser of:

(1) \$52,000, as adjusted for increases in the cost-of-living under section 415(d) of the Code, or

(2) 100 percent of the Participant's compensation, within the meaning of section 415(c)(3) of the Code, for the limitation year.

The compensation limit referred to in this section (b) shall not apply to any contribution for medical benefits after separation from service (within the meaning of section 401(h) or section 419A(f)(2) of the Code) which is otherwise treated as an annual addition.

(c) If the limitations of this Section 3.8 are exceeded, the Trustees shall take the following steps to the extent necessary to correct such error:

(1) return of After-Tax Employee Contributions to the affected Participants; and

(2) return of Pre-Tax Employee Contributions to the affected Participants.

(3) For limitation years beginning on or after July 1, 2007, the Employee Plans Compliance Resolution System, as set forth in Revenue Procedure 2008-50 and subsequent modifications thereto, shall be the only correction method available for the correction

of excess annual additions.

(4) For limitation years beginning prior to July 1, 2007, in situations where excess annual additions resulted from contributions based upon estimated annual compensation, the allocation of forfeitures, or a reasonable error in determining the amount of elective deferrals under Code Section 402(g)(3), the Plan may only use one of the methods set forth in section 1.415-6(b)(6) of the 1981 regulations.

(d) For limitation years beginning on and after January 1, 2001, for purposes of applying the limitations described in Article 3, Section 3.8, compensation paid or made payable during such limitation years shall include elective amounts that are not includible in the gross income of the Employee by reason of section 125, 132(f)(4), 402(e)(3), 402(h) or 457. For purposes of compliance with IRC § 415(c)(3), the definition of "compensation" includes payments made by the Employer to the Employee by the later of 2 ½ months after severance from employment, or the end of the limitation year that includes the date of severance from employment, if, absent a severance from employment, such payments would have been paid to the Employee while the Employee continued in employment with the Employer, and are regular compensation for services during the Employee's regular working hours, compensation for services outside the Employee's regular working hours (such as overtime or shift differential), commissions, bonuses or other similar compensation.

(e) For purposes of this Section 3.8, "Limitation Year" shall mean the Plan Year.

(f) Effective for Limitation Years on and after October 1, 2007, this Plan shall incorporate by reference the final regulations issued under section 415 of the Code in April 2007, as amended from time to time.

3.9 *Miscellaneous Rules Concerning Contributions.*

(a) Contributions shall be made in cash and may not be made in property of any kind.

(b) Contributions may be made to the Plan without regard to an Adopting Employer's current or accumulated earnings and profits for the taxable year or years ending with or within the Plan Year involved. Notwithstanding the foregoing, the Plan shall be a profit-sharing plan for all purposes, including for purposes of sections 401(a), 402, 412, and 417 of the Code as to all Adopting Employers.

(c) Rollovers.

(1) The Trustees are authorized to receive a rollover contribution or a trustee-to-trustee transfer from another qualified employee benefit plan made with respect to a Participant or Inactive Participant. Any such rollover contribution or trustee-to-trustee transfer amounts shall be credited to a separate account for such Participant, and shall not be considered a contribution subject to the limitations of Section 3.8. Notwithstanding the foregoing, the Trustees shall not accept any trustee-to-trustee transfer from a defined benefit pension plan other than the HRSA-ILA Pension Plan, a defined contribution plan subject to the funding requirements of section 412 of the Code, or a defined contribution plan that, with respect to the Employee in question, is subject to the requirements of sections 401(a)(11) and 417 of the Code.

(2) In addition to the rollover contributions the Trustees may accept pursuant to Section 3.9(c)(1) of the Plan, and subject to the same restrictions of that Section, the Trustees may accept: (i) a trustee-to-trustee rollover of an eligible rollover distribution from a qualified plan described in section 401(a) or 403(a) of the Code, including after-tax employee contributions; (ii) a trustee-to-trustee rollover of an eligible rollover distribution from an annuity

contract described in section 403(b) of the Code, excluding after-tax employee contributions; (iii) a trustee-to-trustee rollover of an eligible rollover distribution from an eligible plan under section 457(b) of the Code which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state, or any other organization exempt from taxation under the Code; (iv) a participant rollover contribution from a qualified plan described in section 401(a) or 403(1) of the Code; or (v) a participant rollover contribution from an annuity contract described in section 403(b) of the Code.

(d) In the event that an Adopting Employer's contribution made to the Plan is made under a mistake of fact or law, or is disallowed as a deduction under section 404 of the Code for the taxable year with respect to which it was made, the contribution shall, at the option of such Employer, be returned to such Employer within six months after the Trustees determine that the contribution was made by such a mistake or within one year of the disallowance of the deduction (to the extent disallowed), whichever is applicable. The amount returned shall not be increased to reflect any investment earnings, but shall be decreased to reflect any losses. If the amount returned to such Employer would cause the balance of any Participant's Account to be less than the balance would have been had the returned contribution never been made, the amount to be returned shall be limited to prevent such loss.

3.10 Qualified Military Service.

(a) If a Participant whose employment rights are protected by the Uniformed Services Employment and Re-Employment Rights Act of 1994 ("USERRA") is reemployed by an Employer, such Participant may elect to make Pre-Tax and After-Tax Contributions in accordance with Sections 3.1, 3.2 and 3.3 for the period during which the Participant was in "qualified military service" (as defined under USERRA). The Participant shall designate the

Plan Year(s) to which such contributions relate. Such contributions shall be made during the period beginning on the date of the reemployment of such Participant, and must be made by the end of the period that is the lesser of: (1) the product of 3 and the period of qualified military service; or (2) 5 years following the date of such reemployment. In the event any such contributions are made, the Participant shall not be entitled to retroactive earnings on such contributions.

(b) A Participant whose employment rights are protected by USERRA and who returns to employment following a period of qualified military service shall, for purposes of this Section 3.10, be treated as receiving Covered Compensation equal to the Covered Compensation the Participant would have received during such period if the Participant were not in qualified military service, determined based on the rate of pay the Participant would have received but for the absence, provided, however, if the amount of Covered Compensation the Participant would have received during such period is not reasonably certain, Covered Compensation for this purpose shall equal the greater of: (i) compensation based upon twenty (20) hours per week during such period; or (ii) the Participant's average Covered Compensation during the 12 months immediately preceding such period of qualified military service (or, if shorter, the actual period of employment during such 12 month period.)

(c) Any contributions made pursuant to subsection (a) above are not subject to the limits under Code Sections 402(g) (as described in Section 3.1(c)) and 415 (as described in Section 3.8) in the Plan Year(s) in which made; rather, such contributions are subject to such limits in the Plan Year(s) to which the contributions relate, as determined by the Participant's election under subsection (a) above. Such contributions will not be subject to the ADP test, described in Sections 3.2(b) and (c), or the ACP test described in Section 3.3(b).

ARTICLE 4
WITHDRAWALS AND DISTRIBUTIONS

4.1 Contributions Vested. All After-Tax and Pre-Tax Employee Contributions, Rollover contributions, and qualified nonelective contributions made to this Trust and the accounts attributable thereto shall be fully vested and nonforfeitable at all times. A Participant shall also be fully vested in his account(s) attributable to any Non-Discretionary Employer Contributions.

4.2 Distribution Events. The following events are Distribution Events:

- (a) Death of the Participant.
- (b) Mental or physical disability that permanently prevents a Participant from being Employed in the Industry. The existence of such a disability shall be determined by the Trustees and must be substantiated to the satisfaction of the Trustees.
- (c) Retirement under the terms of the Hampton Roads Shipping Association-International Longshoremen's Association Pension Plan.
- (d) Attainment of Normal Retirement Age. A distribution election by a Participant made on account of attaining Normal Retirement Age shall not constitute an election to withdraw any subsequent additional contributions, and shall not affect an election then in effect by such Participant to contribute to the Plan.
- (e) Undisputed permanent termination of the Participant's employment with his Employer and any other Adopting Employer for any reason. For purposes of this provision, leave of absence for military service, union activity, temporary disability, or like reasons shall not be deemed a permanent termination of employment. For an undisputed permanent

termination of the Participant's employment to occur, the Participant must certify to the Plan Administrator that he is no longer seeking work with any Adopting Employer and he has no intention at that time of doing so, or the Employer Association must certify to the Plan Administrator that the Participant has incurred an undisputed permanent termination of employment. However, if the Participant's account is \$5,000 or less, the Participant's account has never exceeded \$5,000 at the time of any prior distribution, and the Participant has not been Employed in the Industry for a one-year period following his termination, the certification requirement will not apply. Distributions on account of undisputed permanent termination of employment in the Industry shall not occur earlier than the later of six months after: (1) the date of last employment; (2) receipt of other HRSA-ILA Fund or employment benefits that produce eligibility credit for any HRSA-ILA Fund; or (3) receipt by the Fund Office of a written distribution request (except that this item (3) does not apply if the Participant's date of last employment was at least two years before receipt of the distribution request). The Board of Trustees reserves the right to waive this six-month waiting period in the event that the Participant meets the requirements of Section 4.2 (b) hereof by having a severe medical condition that will preclude his or her return to Employment in the Industry. In the event the Participant returns to employment with an Adopting Employer prior to the distribution of benefits, the purported undisputed permanent termination of employment shall be deemed not to have occurred, and the distribution shall not be made on account of such event.

(f) Hardship Distributions shall be permitted pursuant to the requirements of Section 4.10 of this Plan.

4.3 *Optional Forms of Distributions.* The Trustees will take steps to give all Participants a general description and explanation of the options available to them as to the form

in which benefits under the Plan may be distributed. Effective for distributions after September 30, 2007, such explanation shall be given not more than 180 days, nor less than 30 days before the distribution (subject to Section 4.9 of the Plan), and shall include a description of the consequences for a failure to defer receipt of a distribution. The Trustees may use any feasible method for giving such general description and explanation, including for example, repeated publication in a newsletter that Participants receive.

Upon the Trustees becoming aware of the occurrence of one of the Distribution Events by notice from a Participant or the Beneficiary of a Participant or otherwise, the Trustees shall promptly mail to the Participant (or Beneficiary) by first class mail, a written explanation of the options set forth below that are available under the Plan together with an application by which the Participant (or Beneficiary) may request the form of distribution to him. The options are as follows:

Option A. Lump sum distribution.

Option B. Purchase and distribute to the Participant (or Beneficiary) a nontransferable annuity contract of the form and-type obtainable from a legal reserve life insurance company, as selected and directed by the Participant, providing either: (i) annuity payments for the life of the Participant (or Beneficiary) with no other guarantees; (ii) annuity payments for the life of the Participant (or Beneficiary) with guaranteed payments for any period certain up to fifteen years; or (iii) annuity payments for the life of the Participant with joint and survivor payments for the life of a contingent annuitant other than the Participant's spouse (subject to the minimum distribution incidental benefit requirements).

Option C. Purchase and distribute to the Participant a nontransferable annuity contract of the form and type obtainable from a legal reserve life insurance company, as selected

and directed by the Participant, providing joint and survivor annuity payments for the life of the Participant with contingent annuity payments to the Participant's spouse of an amount not less than 50% nor more than 100% of the annuity payments to the Participant.

Option D. Payments over a period certain in monthly, quarterly, semiannual, or annual cash installments. The period over which such payments is to be made shall not extend beyond the Participant's life expectancy (or the life expectancy of the Participant and the Participant's Beneficiary).

4.4 *Timing of Distributions.*

The Participant (or Beneficiary) to whom the written explanation described in Section 4.3 has been mailed shall be allowed a reasonable period (not less than ninety days) in which to submit an application selecting a form of distribution.

(a) Subject to the rules of Section 4.5, distribution shall be made or begun in accordance with the option requested promptly after receipt by the Trustees of the application, except in instances where necessary information has not been supplied to the Trustees (including an application selecting a form of distribution).

(b) However, if the distribution is on account of an undisputed permanent termination of the Participant's employment with his Employer and any other Adopting Employer, the distribution shall be made or begun not earlier than six months after the end of the month in which such Distribution Event occurs, and a distribution shall not be made if the Participant returns to employment with an Adopting Employer before the distribution is made. The Board of Trustees reserves the right to waive this six-month waiting period in the event that the Participant meets the requirements of Section 4.2(b) hereof by having a severe medical condition that will preclude his or her return to Employment in the Industry.

(c) Notwithstanding the foregoing, the Trustees shall allow a period of not less than fifteen days after receipt of the application during which period the Participant (or Beneficiary) may revoke the election set out in the application by filing a new application.

(d) 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 benefits, the Alternate Payee shall be deemed to be a “permanently terminated employee” and a Distribution Event shall be deemed to have occurred under §4.2(e) of the Plan with regards to the Alternate Payee.

4.5 Rules Relating to Distributions. Distributions shall be subject to the following rules:

(a) In general, no distribution shall be made to a Participant prior to his Normal Retirement Age without the written consent of the Participant. However, distributions shall be made automatically without the Participant’s consent if the Participant retires or has an undisputed termination of employment from all Adopting Employers (and has not been Employed in the Industry for a one-year period following such termination), and if the Participant’s account is \$5,000 or less and has not been over \$5,000 at the time of any prior distribution.

(b) If the Participant is married and elects an annuity, a joint and 50% survivor annuity with such Participant’s spouse as contingent annuitant under Option C shall be the method of distribution used unless such spouse shall have consented in writing to the election of a different method of distribution, such consent acknowledging the effect thereof on such spouse and being witnessed by a notary public. Consent by a Participant’s spouse shall be valid only as to the spouse who executes such consent.

(1) Whenever the terms of this Plan require that the consent of a

Participant's spouse be obtained, such consent shall be valid only if it designates a Beneficiary on forms supplied by the Fund Office and the form of distribution (to the extent the Participant is electing a form of benefit), which may not be changed without the consent of the spouse unless such consent (i) specifically permits designations by the Participant without any requirement of further consent of the spouse, (ii) acknowledges that the spouse has the right to limit consent to the specific Beneficiary or form of distribution, if applicable, and (iii) states that the spouse voluntarily elects to relinquish either or both of such rights.

(2) The consent of a Participant's spouse shall not be required in the event that (i) the Participant establishes to the satisfaction of the Plan representative that he has no spouse or that such spouse cannot be located, (ii) the Participant is legally separated or has been abandoned (within the meaning of local law) and the Participant has a court order establishing such separation or abandonment (unless a QDRO requires the spouse's consent), (iii) the form of benefit elected provides a qualified joint and survivor annuity (within the meaning of section 417(b) of the Code) to the Participant and his spouse, or (iv) such other circumstances as may be permitted under applicable regulations have occurred with respect to the Participant. If a Participant's spouse is legally incompetent to give consent, the spouse's legal guardian may give consent.

(c) If the Participant dies before distribution has commenced to him, the following shall apply:

(1) If such Participant was married and if such Participant's spouse has not consented to an alternative Beneficiary or an alternative option in accordance with the requirements of subsection (c) above, the entire amount of such Participant's accounts shall be used to purchase an annuity for the life of the spouse under Option B unless the spouse elects an

alternative method of distribution described in Section 4.3.

(2) If such Participant was not married or if such Participant's spouse has consented as required above, the entire balance in the Participant's account shall be distributed not later than five years after the Participant's death except to the extent an election has been made or is to be made to receive distribution under either (i) or (ii) below:

(i) If any portion of the Participant's interest is payable to a designated Beneficiary, at the election of the Beneficiary distributions may be made in substantially equal installments over the life or the life expectancy of the designated Beneficiary commencing no later than one year after the Participant's death.

(ii) If the designated Beneficiary is the Participant's spouse, at the election of the spouse, commencement of distributions may be postponed until such date as the Participant would have attained age 70½, but if such spouse dies before payments commence, the entire balance of such Participant's account shall be paid as promptly as possible to the spouse's designated Beneficiary.

(3) If the designated Beneficiary is the Participant's spouse, the Participant's subsequent divorce from the spouse shall automatically terminate the Beneficiary designation with respect to the divorced spouse, unless a Qualified Domestic Relations Order provides otherwise.

(d) Subject to the following sentence, the Trustees shall not cause distribution of a Participant's account to be made or begun until the Participant files a request for benefits (other than an automatic \$5,000 cashout, provided under Section 4.5(a)). Whether or not a participant files a request for benefits, distributions shall be made or begun not later than April 1 following the later of (i) the calendar year in which the Participant attains age

70½, or (ii) the calendar year in which the Participant retires. All distributions under the Plan shall be made in accordance with section 401(a)(9) of the Code and the regulations thereunder, including the minimum distribution incidental benefit requirements of Proposed Treasury Regulation § 1.401(a)(9)-2 or any successor regulations, which provisions shall control in the event of a conflict with the terms of the Plan. Notwithstanding any other provision hereof, a Participant, who continues to work after the calendar year in which the Participant attains age 70½, may elect to commence the distribution of benefits during the calendar year in which the Participant attains age 70½, or at any other time after the attainment of Normal Retirement Age.

(e) Minimum Amounts To Be Distributed From Participant Account. With respect to distributions under the Plan made for calendar years beginning on or after January 1, 2003, the Plan will apply, and all distributions shall meet, the minimum distribution requirements of Section 401(a)(9) and Treasury Regulation Sections 1.401(a)(9)-0 through 1.401(a)(9)-9, notwithstanding any provision of the Plan to the contrary. As such, Required Minimum Distributions shall be made by the Required Beginning Date. The Required Beginning Date shall be April 1 of the calendar year following the later of: (i) the calendar year in which the Participant attains age 70½; or (ii) the calendar year in which the Participant retires. A five percent (5%) owner as defined in Code section 416(i)(1)(i) must begin receiving a benefit by April 1 of the calendar year following the calendar year in which the Participant attains age 70½, notwithstanding anything else in this section to the contrary. Last, the Plan will meet the incidental benefit requirements of Code section 401(a)(9)(G).

(f) Rollovers disregarded in determining value of account balance for involuntary distributions. For purposes of Section 4.5(a) of the Plan, the value of a Participant's nonforfeitable account balance shall be determined without regard to that portion of the account

balance that is attributable to rollover contributions (and earnings allocable thereto) within the meaning of sections 402(c), 403(a)(4), 403(b)(8), 408(d)(3)(A)(ii), and 457(e)(16) of the Code. If the Participant's nonforfeitable account balance as so determined is \$5,000 or less, the plan shall immediately distribute the participant's entire nonforfeitable account balance.

(g) In the event that the Plan Administrator elects to make an automatic lump sum distribution of the Participant's account in accordance with Article IV, and the amount of the Participant's account is greater than \$1,000, if the Participant does not elect to have such distribution paid directly to an eligible retirement plan specified by the Participant in a direct rollover or to receive the distribution directly, then the Plan Administrator will pay the distribution in a direct rollover to an individual retirement plan designated by the Plan Administrator.

4.6 Debit of Withdrawals or Distributions. The Trustees shall debit the Participant's account with the amount of any withdrawal or distribution as of the date such withdrawal or distribution is made.

4.7 Special Distribution Rules for Certain Excess Contributions.

(a) Subject to Sections 3.2(d), 3.3(d) and 4.7(d) of the Plan, any Excess Contributions and any Excess Pre-Tax Employee Contributions shall be distributed to the Participants involved not later than the last day of the Plan Year following the Plan Year in which such contributions were made.

(1) "Excess Contributions" shall mean, with respect to any Plan Year, the excess of (i) the aggregate amount of contributions actually taken into account in computing the Average Contribution Percentage of Highly Compensated Employees for such Plan Year, over (ii) the maximum amount of such contributions permitted by the Average Contribution

Percentage test (determined by reducing contributions made on behalf of Highly Compensated Employees in the order of the Contribution Percentages, beginning with the highest such percentage).

(2) “Excess Pre-Tax Contributions” shall mean, with respect to any Plan Year, the excess of (i) the aggregate amount of contributions actually taken into account in computing the Average Deferral Percentage of Highly Compensated Employees for such Plan Year, over (ii) the maximum amount of such contributions permitted by the Average Deferral Percentage test (determined by reducing contributions made on behalf of Highly Compensated Employees in the order of the Deferral Percentages, beginning with the highest such percentage).

(b) The amount to be distributed under this Section 4.7 shall be the amount of any such Excess Contributions or Excess Pre-Tax Contributions (collectively referred to as the “Excess Aggregate Contribution”) plus any Trust Income allocable thereto. The amount of any Excess Pre-Tax Contributions to be distributed shall be reduced by the amount of any excess deferrals previously distributed under Section 4.7(c). The Trust Income allocable in the case of a distribution of Excess Aggregate Contributions, adjusted up to the date of distribution, is the sum of (1) Trust Income allocable to the Participant’s account for the Plan Year multiplied by a fraction, the numerator of which is such Participant’s Excess Aggregate Contributions for the Plan Year and the denominator of which is the Participant’s account balance without regard to any Trust Income occurring during the Plan Year; and (2) ten percent of the amount determined under (1) multiplied by the number of whole calendar months between the end of the Plan Year and the date of distribution, counting the month of distribution if distribution occurs after the 15th of such month. Effective for Plan Years beginning

on and after October 1, 2008, Trust Income distributable under this Section shall no longer be computed up to the date of distribution, but rather only up to the end of the Plan Year.

(c) In the event the Participant has elected to have Pre-Tax Employee Contributions made on his behalf under this Plan and to defer amounts to other plans or arrangements described in sections 401(k), 408(k) or 403(b) of the Code, in addition to this Plan, the Participant may allocate some or all of the excess deferral amounts for the calendar year to this Plan if such aggregate deferrals exceed the limit imposed on the Participant by section 402(g) of the Code for a calendar year. The Participant's claim: shall be in writing; shall be submitted to the Trustees no later than March 1; shall specify the Participant's excess deferral amount for the preceding calendar year which the Participant allocates to this Plan; and shall be accompanied by the Participant's written statement that if such amounts are not distributed, such excess deferral amount, when added to amounts deferred under other plans or arrangements described in sections 401(k), 408(k) or 403(b) of the Code, exceeds the limit imposed on the Participant by section 402(g) of the Code for the year in which the deferral occurred. A Participant shall be deemed to have filed a claim with the Trustees to the extent that the Participant has an excess deferral for the year taking into account only the Participant's deferrals under this Plan and other Plans of the same Employer, provided that the Employer notifies the Trustees of deferrals under any other plan or that there are no such deferrals. Any excess deferrals, reduced by Excess Pre-Tax Contributions previously distributed, shall be distributed no later than April 15 of the year following the year in which the excess occurred. The excess deferral amount distributed to a Participant with respect to a calendar year shall be adjusted for income determined in the same manner as described in subsection (b) and, if there is a loss allocable to the excess deferral, shall in no event be less than the lesser of

the Participant's account under the Plan or the Participant's Pre-Tax Employee Contributions.

(d) (1) Recharacterization of Excess Aggregate Contributions: If all Participants are eligible to make Participant contributions under the Plan, Section 3.2 may be satisfied by recharacterizing the Excess Aggregate Contributions. A Participant may treat his Excess Aggregate Contributions as an amount distributed to him and then contributed by him to the Plan. Excess Aggregate Contributions may only be recharacterized in the Plan from which they arose. Recharacterized amounts shall remain nonforfeitable and subject to the same distribution requirements as Pre-Tax Employee Contributions. Amounts may not be recharacterized by a Highly Compensated Employee to the extent that such amount in combination with other Participant contributions made by that Employee would exceed any stated limit under the Plan on Participant contributions.

(2) Recharacterization must occur no later than 2½ months after the last day of the Plan Year in which such Excess Aggregate Contributions arose and is deemed to occur no earlier than the date the last Highly Compensated Employee is informed in writing of the amount recharacterized and the consequences thereof. Recharacterized amounts shall be taxable to the Participant for the Participant's tax year in which the Participant would have received them in cash.

4.8 Eligible Rollover Distributions.

(a) General. Notwithstanding anything to the contrary in the Plan a distributee may elect, at the time and in the manner prescribed by the Trustees, to have any portion of an eligible rollover distribution paid directly to an eligible retirement plan specified by the distributee in a direct rollover. The Plan shall provide a notice of rollover rights in accordance with section 402(f) of the Code, and effective October 1, 2007 such notice shall be

given not more than 180 days prior to distribution.

(b) Definitions. For purposes of this subsection, the following definitions shall apply.

(1) *Eligible Rollover Distribution.* An eligible rollover distribution is any distribution of all or any portion of the balance to the credit of the distributee, except that an eligible rollover distribution does not include (i) any distribution to the extent such distribution is required under section 401(a)(9) of the Code, (ii) any distribution that is one of a series of substantially equal periodic payments (to be made not less frequently than annually) made for the life (or life expectancy) of the distributee or the joint lives (or joint life expectancies) of the distributee and the distributee's designated beneficiary or for a specified period of ten years or more, and (iii) the portion of any distribution that is not includible in gross income. Notwithstanding anything in this Section to the contrary, the definition of "eligible rollover distribution" shall exclude hardship distributions as defined in IRC §401(k)(2)(B)(i)(IV).

(2) *Eligible Retirement Plan.* An eligible retirement plan is an individual retirement account described in section 408(a) of the Code, an individual retirement annuity described in section 408(b) of the Code, an annuity plan described in section 403(a) of the Code, or a qualified trust described in section 401(a) of the Code that accepts the distributee's eligible rollover distribution. However, in the case of an eligible rollover distribution to a surviving spouse, an eligible retirement plan includes only an individual retirement account or individual retirement annuity.

(3) *Distributee.* A distributee includes an Employee or former Employee. In addition, an Employee's or former Employee's surviving spouse and an Employee's or former Employee's spouse or former spouse who is the alternate payee under a QDRO are

distributees with regard to the interest of the spouse or former spouse.

(4) *Direct Rollover.* A direct rollover is a payment by the Trust to the eligible retirement plan specified by the distributee.

(c) (1) Modification of definition of eligible retirement plan. For purposes of the direct rollover provisions under Section 4.8 of the Plan, an eligible retirement plan shall also mean an annuity contract described in section 403(b) of the Code and an eligible plan under section 457(b) of the Code which is maintained by: (i) a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan from this Plan; or (ii) any other organization exempt from taxation under the Code. The definition of eligible retirement plan shall also apply in the case of a distribution to a surviving spouse, or to a spouse or former spouse who is the alternate payee under a qualified domestic relations order, as defined in section 414(p) of the Code. Effective for distributions after December 31, 2007, an eligible retirement plan also shall mean a Roth IRA as defined in section 408A of the Code and the regulations thereunder, as amended from time to time.

(2) Modification of definition of eligible rollover distribution to include after-tax employee contributions. For purposes of the direct rollover provisions under Section 4.8 of the Plan, a portion of a distribution shall not fail to be an eligible rollover distribution merely because the portion consists of after-tax employee contributions which are not includible in gross income. However, such portion may be transferred only to an individual retirement account or annuity described in section 408(a) or (b) of the Code, or to a qualified defined contribution plan described in section 401(a) or 403(a) of the Code that agrees to separately account for amounts so transferred, including separately accounting for the portion of

such distribution which is includible in gross income and the portion of such distribution which is not so includible.

(3) Non-spouse beneficiary rollover rights. Effective for distributions after September 30, 2010, a distributee includes a non-spouse Beneficiary, who shall have the right to make rollovers to an “inherited IRA,” all as set forth in section 402(c)(11) of the Code.

4.9 Waiver of 30-Day Period. A distribution under the Plan may commence less than thirty (30) days after the notice required under Treasury Regulation section 1.411(a)-11(c) (described in Section 4.3) is given, provided that:

(a) The Trustees clearly inform the Participant that the Participant has the right to a period of at least 30 days after receiving the notice to consider the decision of whether or not to elect a distribution (and, if applicable, a particular distribution option);

(b) The Participant, after receiving such notice, affirmatively elects to receive the distribution at an earlier time; and

(c) The distribution, to the extent it results from an undisputed permanent termination of employment, complies with the timing rule set out in Section 4.4(b).

ARTICLE 5 ACCOUNTS

5.1 Account for Each Participant

(a) The Service Company (pursuant to the delegation of duties under Section 6.3) shall maintain separate accounts for each Participant, which shall be divided into sub-accounts for each of the types of contributions described in Article 3 which have been made by, or on behalf of such Participant: After-Tax Employee Contributions; Pre-Tax Employee Contributions; Non-Discretionary Employer Contributions; Transfer Contributions; and Rollover Contributions.

(b) Within each Participant's account, separate records shall be kept of the portion invested in each of the Investment Funds.

(c) Upon the death of a Participant, his account shall become the account of his beneficiary, which shall be deemed to be a continuation of the same account. An account shall be closed when the entire amount thereof has been withdrawn or distributed.

5.2 Valuation and Income Allocation. The Trust Fund shall be valued by the Trustees at fair market value as of the close of business on each Valuation Date, and each of the sub-accounts of Participants shall be adjusted as of such date by the Trustees in accordance with the following procedure:

(a) Each Participant's proportionate share of any Trust Income since the last Valuation Date shall be computed and separately allocated to the accounts of each Participant by Investment Fund.

(b) All contributions made by or on behalf of a Participant since the last

Valuation Date shall be credited to the appropriate account in his name.

(c) Any withdrawals, distributions, or loans made from a Participant's account during such quarter, which have not previously been debited, shall be debited to such account.

5.3 Participant Statements. As soon as practicable after the Valuation Date in the calendar quarter ending December 31 of each Plan Year, and if the Trustees so determine, more frequently, the Plan Administrator shall provide each Participant with a statement showing the fair market value of the Participant's account as of such Valuation Date. Such statement shall be in such form as the Trustees may determine.

ARTICLE 6
PLAN FIDUCIARIES AND ADMINISTRATION

6.1 *Named Fiduciaries.* The Board of Trustees, the Plan Administrator, and any investment manager appointed by the Trustees shall, as fiduciaries, manage, invest and control the Trust Fund and be responsible for the administration and operation of the Plan and Trust in accordance with their respective responsibilities as herein set forth.

6.2 *Plan Administrator.*

(a) The Board of Trustees shall be the Plan Administrator, unless it appoints another person or entity to serve as Plan Administrator and that person acknowledges in writing its acceptance of such appointment. The Plan Administrator shall be responsible for the administrative and operational functions specified in this Plan and Trust and for performing the functions of Plan Administrator otherwise required by law. If the Trustees appoint a Plan Administrator, it shall remain in office at the will of the Trustees and may be removed from office at any time, with or without cause, by the Trustees.

(b) In addition to the duties set forth elsewhere herein, the Plan Administrator shall be responsible for filing all reports with governmental agencies and for supplying all Participants in the Plan (and, where appropriate, Beneficiaries of such Participants) with all reports and information required to be provided to them.

6.3 *Plan Administrator's Right to Allocate, Employ and Delegate.* The Plan Administrator shall have the right, with the prior approval of the Trustees, to employ legal, actuarial and other professional advisors and recordkeeping, clerical and accounting personnel to assist in the administration of the Plan and to determine and pay reasonable compensation for

such services. The Plan Administrator may, with the prior approval of the Trustees, delegate to any person, including the Service Company, the performance of its responsibilities.

6.4 *Claims for Benefits and Review of Denials.*

(a) Plan Interpretation and Benefit Determination. The Plan Administrator shall have the responsibility, authority and discretion, subject to review by the Trustees, to interpret and construe the provisions and intent of the Plan, to decide any dispute which may arise with regard to the rights of Eligible Employees, Participants, Beneficiaries, legal representatives of such persons, and parties claiming as such, and to carry out all other responsibilities imposed on the Plan Administrator by the Plan or delegated to the Plan Administrator by the Trustees. All applications for benefits shall be in writing, signed by the claimant and shall be mailed or delivered to the Plan Administrator. The Plan Administrator shall make an initial decision on all applications for benefits, and unless such initial decision is reviewed by the Trustees, such initial decision shall be binding. If an application is wholly or partially denied, a notice of such decision shall be furnished by the Plan Administrator to the claimant within 60 days after the denial and shall set forth:

- (1) the specific reason or reasons for denial;
- (2) a reference to pertinent Plan provisions upon which denial is based;
- (3) a description of information needed to perfect the claim and why such information is needed; and

- (4) an explanation of the claims review procedure under Section 6.4(b). A copy of such denial shall be provided to the Trustees (or the appropriate Committee of the Board of Trustees) indicating the time of forwarding the denial to the claimant.

(b) **Benefit Claim Denial Review.** If a Participant or Beneficiary who has been denied an application or claim by the Plan Administrator files, within 60 days after his receipt of such denial, a written request for review, signed by the claimant and setting forth the alleged reasons why his application or claim was improperly denied, the Trustees shall review such decision, having the discretion to interpret the terms and intent of the Plan, and advise the claimant in writing of their decision and the reasons therefor within 60 days after the Trustees receive such request for review. In connection with such review, the claimant or his representative shall have the right to review pertinent plan documents and submit issues and comments in writing. In the event of special circumstances, the time for response may be delayed for an additional period of up to 60 days.

In addition, to the extent the Board of Trustees holds regularly scheduled meetings at least quarterly, the time for response may be delayed until the date of the meeting of the Board of Trustees that immediately follows the Plan's receipt of a request for review, unless the request is filed within 30 days preceding the meeting. In that case, a decision shall be made by no later than the date of the second meeting following the Plan's receipt of the request. If special circumstances require a further extension of time for processing, the Participant shall be notified of the need for an extension and the decision shall be rendered not later than the third meeting of the Board of Trustees following the Plan's receipt of the request for review.

6.5 Reliance on Information. Neither the Plan Administrator nor the Trustees shall be responsible for inquiring into the correctness of information furnished or certified to them by a Participant or an Adopting Employer if such information reasonably appears correct on its face and is received in the normal course of administration. Any such party, however, may inquire into the correctness of any such information that it has reason to believe may be

inaccurate or not in accordance with the Plan, and it shall be fully protected for actions taken or omitted until such an inquiry has been responded to.

6.6 *Missing Participants and Uncashed Distribution Checks.*

(a) If reasonable efforts have been made during a twelve-month period to locate a Participant or beneficiary to whom a distribution is due, and if such Participant or beneficiary cannot be located in spite of these efforts, after the expiration of the twelve-month period, subject to subparagraph (c), the balance remaining in the Participant's account shall be forfeited and applied to reduce the Plan's General Operating Expenses.

(b) Subject to paragraph (c), if a distribution check has been issued to a Participant and that check remains uncashed after twelve months, the amount of the distribution shall be forfeited and applied to reduce the Plan's General Operating Expenses.

(c) If the Participant or beneficiary whose Participant's Account has been forfeited in accordance with subparagraphs (a) or (b) above subsequently makes a valid claim for the amount of the prior forfeiture, the Plan, through the use of Non-Discretionary Employer Contributions described in Section 3.7(c), shall distribute to the Participant the amount of the prior forfeiture, without adjustment for gains or losses.

6.7 *Plan and Trust Expenses.* All expenses of the Trust properly and actually incurred in the administration of the Plan, including expenses for legal, actuarial, clerical, and other services as may be required in carrying out the provisions of the Plan, shall be reimbursed or paid by the Trustees from the Trust Fund as part of General Operating Expenses unless paid by the Union or an Adopting Employer.

6.8 *Trust Records.* The Trustees shall keep accurate and detailed accounts of all

investments, receipts, disbursements and other transactions of the Trust Fund and all such accounts and other records relating thereto shall be open to inspection and audit at all reasonable times by any person designated by the Union and the Employer Association. The Trustees may delegate the responsibility for maintaining such records to others. Within ninety (90) days following the close of the fiscal year of the Trust Fund, the Trustees shall prepare a written account setting forth all investments, receipts, disbursements and other transactions effected by it during such fiscal year or during the period from the close of the last fiscal year. A copy of such written account shall, upon request, be sent to the Plan Administrator, the Union and the Employer Association. Upon the expiration of (60) days from the date of such mailing and delivery of such account, the accounts and transactions of the Trust shown in such accounts shall be presumed to be approved except (i) with respect to any such account or transaction as to which the Plan Administrator or the Union and Employer Association shall within such sixty (60) day period file written exceptions and objections or (ii) as otherwise provided by law.

6.9 Indemnification of Fiduciaries.

(a) To the extent permitted by applicable law and subject to subsection (c), the Trustees and, if authorized by the Trustees, the Plan Administrator, their employees, directors, officers and agents (“Covered Persons”) shall be indemnified and saved harmless by the Plan from and against any and all claims of liability arising in connection with the exercise of their duties and responsibilities to the Plan, including all expenses reasonably incurred in the defense of such act or omission, unless (i) it shall be established by final judgment of a court of competent jurisdiction that such act or omission involved a violation of the duties imposed by Part 4 of Title I of ERISA or gross negligence or willful misconduct on the part of such Covered

Person; or (ii) in the event of settlement or other disposition of such claim involving the Plan, it is determined by written opinion of independent counsel that such act or omission involved a violation of duties imposed by Part 4 of Title I of ERISA or gross negligence or willful misconduct on the part of such Covered Person.

(b) To the extent permitted by applicable law and subject to subsection (c) below, all expenses (including reasonable attorneys fees and disbursements), judgments, fines and amounts paid in settlement incurred by the Covered Person in connection with any of the proceedings described above shall be paid from the Trust Fund, provided that (i) the Covered Person shall repay such advances to the Trust Fund, with reasonable interest, if it is established by a final judgment of a court of competent jurisdiction, or by a written opinion of independent counsel, that the Covered Person violated Part 4 of Title I of ERISA, was grossly negligent or engaged in willful misconduct and (ii) the Covered Person shall provide a bond, letter of credit or make other appropriate arrangements for repayment of advances. Notwithstanding the foregoing, no such advances shall be made in connection with any claim against the Covered Person that is made by the Plan or Trust, provided that upon the final disposition of such claim, the expenses (including reasonable attorneys fees and disbursements) judgments, fines and amounts paid in settlement shall be reimbursed by the Trust Fund to the extent provided above.

(c) The indemnification provided under subsections (a) and (b) shall apply only to claims and expenses not actually covered by insurance.

6.10 Participant Loans. Participant loans will not be permitted.

6.11 Overpayments and Refunds. In the event of any overpayment of a benefit by the Plan, the Trustees shall attempt to recoup such overpayment and may also reduce payment of

benefits hereunder to recover such overpayment. In the event the Employee, Participant and/or Beneficiary 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. If the Employee, Participant and/or Beneficiary fails to reimburse the Plan such amount plus interest, the Employee, Participant and/or Beneficiary shall pay the Plan all costs incurred, including reasonable attorney's fees and court costs, in seeking reimbursement.

ARTICLE 7
INVESTMENT OF THE TRUST

7.1 *Investments of the Trust*

(a) The Trustees shall establish the funding policy for the Plan. The Trustees shall also select the Investment Funds for the Plan. The Trustees shall have the authority to add new Investment Funds or replace or eliminate any Investment Funds.

(b) The Trustees shall have the authority to designate one or more investment managers qualified as such within the meaning of such term under section 3(38) of ERISA (“Investment Manager”) to manage portions of the Plan assets.

(c) Responsibility for directing the Trustees with respect to the investment of the Trust Fund among the Investment Funds shall be allocated to the Participants, or an alternate payee under a QDRO if a portion of the Participant’s account has been segregated for the benefit of such alternate payee pursuant to the QDRO. To the extent investment responsibility is allocated to the Participant, the Designated Beneficiary of a deceased Participant shall discharge the responsibility subsequent to the Participant’s death and any reference to the Participant in any provisions of the Plan pertaining to investment directions shall in such event be construed as a reference to the Designated Beneficiary. To the extent responsibility for directing the Trustees with respect to the investment of the Trust Fund among the Investment Funds shall be allocated to a Participant, that Participant shall be deemed to be a named fiduciary (within the meaning of section 402(a) of ERISA) under the Plan. To the extent permitted by law, neither the Trustees nor the Plan Administrator shall be liable for any losses resulting from a Participant’s investment elections.

(d) Investment directions shall be given in a manner and form prescribed by the Trustees and shall be subject to such limitations, including limitations as to the frequency with which any standing investment instructions may be changed and funds may be moved among investment choices, as the Trustees shall prescribe. To the extent permitted by the Trustees, investment directions may be given directly to the Service Company in a manner and form prescribed by the Service Company.

(e) Cash for which no investments are directed shall be automatically invested in such investment or investments as the Trustees shall select as the most conservative available.

7.2 Board of Trustees' General Authority. Except as otherwise provided herein, the Trustees shall have the power in investing and reinvesting the Trust Fund:

(a) To invest and reinvest in any property, real, personal, or mixed, wherever situated and whether or not productive of income or consisting of wasting assets, including, but not limited to, common and preferred stocks, bonds, notes, debentures, convertible stocks and securities, repurchase and reverse repurchase agreements, fixed income contracts, leaseholds, mortgages, certificates of deposit or demand or time deposits (including without limitation any such deposits with a fiduciary bank), shares of investment companies and mutual funds, interests in partnerships and trusts, insurance policies and annuity contracts, and oil, mineral or gas properties, royalties, interests, or rights;

(b) To invest and reinvest all or any portion of the Trust Fund collectively with funds of other trusts qualifying under Code section 401(a) through the medium of any common, collective, or commingled trust fund that may be established and maintained from time to time by the Trustees, a bank affiliated with the Trustees, or any other bank (as defined in the Investment Advisers Act of 1940). The instrument or instruments establishing such trust fund or funds,

including any amendments thereto, shall be part of this Plan and Trust so long as any portion of the Trust Fund shall be invested through the medium thereof;

(c) To retain any property at any time received by the Trustees;

(d) To sell or exchange any property held by it at public or private sale, for cash or on credit, to grant and exercise options for the purchase or exchange thereof, to exercise all conversion or subscription rights pertaining to any such property, and to enter into any covenant or agreement to purchase any property in the future;

(e) To participate in any plan of reorganization, consolidation, merger, combination, liquidation, or other similar plan relating to property held by it and to consent to or oppose any such plan or any action thereunder or any contract, lease, mortgage, purchase, sale, or other action by any person;

(f) To deposit any property held by it with any protective, reorganization, or similar committee, to delegate discretionary power thereto, and to pay part of the expenses and compensation thereof and any assessments levied with respect to any such property so deposited;

(g) To extend the time of payment of any obligation held by it;

(h) To hold money in accounts, deposits or savings certificates that bear a reasonable rate of interest, including without limitation, accounts, deposits or savings certificates issued or maintained by a fiduciary;

(i) Subject to Section 7.3 of this Plan, to exercise all voting or other rights with respect to any property held by it and to grant proxies, discretionary or otherwise;

(j) To borrow money, to issue its promissory note or notes therefor, and to

secure the repayment thereof by pledging any property held by it;

(k) To manage, administer, operate, insure, repair, improve, develop, preserve, mortgage, lease, or otherwise deal with, for any period, any real property or any oil, mineral, or gas properties, royalties, interests, or rights held by it directly or through any corporation, either alone or by joining with others, using other Trust assets for any such purposes, to modify, extend, renew, waive, or otherwise adjust any provision of any such mortgage or lease, and to make provision for amortization of the investment in or depreciation of the value of such property;

(l) To cause any property held by it to be registered and held in the name of one or more nominees, with or without the addition of words indicating that such securities are held in a fiduciary capacity, and to hold securities in bearer form;

(m) To settle, compromise, or submit to arbitration any claims, debts, or damages due or owing to or from the Trust Fund, respectively, and to commence or defend suits or legal proceedings in any court or before any other body or tribunal;

(n) To organize under the laws of any state a corporation, partnership or trust for the purpose of acquiring and holding title to any property which it is authorized to acquire hereunder and to exercise with respect thereto any or all of the powers set forth herein; and

(o) Generally, to do all acts, whether or not expressly authorized, that the Trustees may deem necessary or desirable in carrying out the Trustees' duties under this Plan and Trust.

7.3 Participant Voting Rights. The Participant shall exercise any rights of a shareholder (including voting rights) with respect to any securities held in his account, subject to

and except as permitted by any applicable rules of the Securities and Exchange Commission and any national securities exchange. If a participant fails to respond to a proxy solicitation, the securities allocated to his account shall not be voted. The preceding sentence applies to the extent the Plan satisfies, as intended, the requirements of ERISA section 404(c)(1).

ARTICLE 8
BOARD OF TRUSTEES

8.1 *The Board of Trustees.* The Board of Trustees shall consist of seven Union Trustees and seven Management Trustees.

8.2 *Union Trustees.* The Union shall designate the Union Trustees, and the Union Trustees shall continue in office under the Trust until their death, incapacity to serve hereunder, resignation, or removal by the Union. A Union Trustee may resign, and shall be fully discharged from further duty or responsibility under this Plan to the extent permitted by law, by giving at least thirty days' advance written notice to the Board of Trustees (or such shorter notice as the Board of Trustees may accept as sufficient) stating a date when such resignation shall take effect. Such resignation shall take effect on the date specified in the notice or, if a successor Trustee has been appointed effective as of an earlier date, on such earlier date. A Union Trustee may be removed at any time by the Union by written notice delivered to the Board of Trustees, signed by an authorized representative of the Union.

8.3 *Management Trustee.* The Employer Association shall designate the Management Trustees, and the Management Trustees shall continue in office under the Trust until their death, incapacity to serve hereunder, resignation, or removal by the Employer Association. A Management Trustee may resign, and shall be fully discharged from further duty or responsibility under this Plan to the extent permitted by law, by giving at least thirty (30) days' advance written notice to the Board of Trustees (or such shorter notice as the Board of Trustees may accept as sufficient) stating a date when such resignation shall take effect. Such resignation shall take effect on the date specified in the notice or, if a successor Trustee has been appointed effective as of an earlier date, on such earlier date. A Management Trustee

may be removed at any time by the Employer Association by written notice delivered to the Board of Trustees, signed by an authorized representative of the Employer Association.

8.4 *Proceedings of the Board of Trustees.*

(a) The Board of Trustees shall consist of all of the Trustees. The Board of Trustees shall elect from among its members two Co-Chairmen, who shall alternate in serving as Chairman of all meetings of the Board of Trustees.

(b) The Chairman of the Board of Trustees shall call a meeting of the Board of Trustees at least annually. Meetings of the Board of Trustees shall be held at any time at the call of either Co-Chairman or upon the request of two other members of the Board of Trustees pursuant to such rules as to notice as the Board of Trustees may adopt. At meetings of the Board of Trustees, the members representing the Management Trustees and the members representing the Union Trustees shall have an equal number of votes and, to the extent either the Union Trustees or the Management Trustees constitute the majority of the members of the Board of Trustees at the meeting, the Trustees in the majority shall each have one vote and the member or members representing the Trustees in the minority shall have a number of votes equal to the number of majority Trustees present. At any meeting of the Trustees, a quorum consisting of three of the Union Trustees and three of the Management Trustees must be present to conduct business. All resolutions and other actions of the Board of Trustees shall be by majority of the votes of the members present at the meeting and entitled to vote. The Board of Trustees shall have the power to adopt rules for the conduct of its meetings. To the extent any such rules do not cover a disputed point, Robert's Rules of Order, as revised, shall be applied.

8.5 *Resolution of Trustee Disputes.* In the event the Union Trustees and the Management Trustees are deadlocked upon any question involving the administration of the Plan

either the Union Trustees or the Management Trustees may petition the United States District Court for the Eastern District of Virginia for the appointment of a neutral trustee to resolve the disagreement.

8.6 Trustees' Right to Allocate, Delegate and Employ.

(a) The Board of Trustees shall have the right to employ legal, actuarial and other professional advisors to assist in the administration of the Plan and to determine and pay reasonable compensation for such services. The Trustees may delegate to a person not a Trustee the performance as a fiduciary of any of the responsibilities of the Trustees other than the management and control of the assets of the Plan, which responsibilities may be delegated only to an investment manager.

(b) The Union Trustees and the Management Trustees may allocate among themselves, or to the Plan Administrator or the Service Company, any of their responsibilities under the Plan. Any such allocation shall be in writing signed by a majority of the Trustees and retained in the records of the Trustees. Any such allocation may be revoked in a writing signed by a majority of the Trustees.

(c) At any time and from time to time either the Union Trustees (acting by a majority of the Union Trustees) or the Management Trustees (acting by a majority of the Management Trustees) may assert the right of such party to an equal authority in the administration of any aspect of the Plan and in the performance of any trustee function previously allocated, except that Trustees shall not be authorized personally to receive contributions or to pay benefits, and upon such assertion, any allocation of any function to either the Management Trustees or the Union Trustees shall not be effective and such function shall then be performed by all of the Trustees, with the Union Trustees having an equal authority with

the Management Trustees as to such function. Any such assertion of the right to exercise equal authority as to a specific trustee function may either be temporary or permanent.

8.7 No Self-Dealing. No Trustee shall decide or vote upon any matter relating solely to himself or solely to any of his right to benefits under the Plan, and any such matter shall be decided by a majority of disinterested Trustees.

ARTICLE 9
MISCELLANEOUS

9.1 Amendments and Termination.

(a) The Trustees shall have authority to terminate or amend this Plan and Trust at any time and for any reason, including for purposes of securing the adoption of the Plan by an Employer, complying with applicable law, or otherwise as may be required by their fiduciary duties. In addition, to the extent the terms of a CBA are incorporated into the Plan and Trust, the terms of the Plan and Trust will be changed to the extent the bargaining parties change the terms of the CBA or enter into a new CBA, provided such changed terms or new CBA are provided to the Trustees and the Trustees approve such changed terms or new CBA.

(b) No amendment shall be made that allows any part of the Trust Fund to be used for, or diverted to, purposes other than the exclusive purpose of providing benefits to Participants and their Beneficiaries and defraying reasonable expenses of administering the Plan nor shall any amendment reduce any then vested interest of a Participant or Beneficiary.

(c) Each subsequent amendment to the Plan will be adopted on the condition that it will not adversely affect the qualification of the Plan under section 401(a) of the Code and, if the Internal Revenue Service shall determine that any part of any such amendment would have such an adverse effect, then such part of such amendment shall be revoked retroactively and the provisions of the Plan in effect before amendment shall be deemed to have remained in effect unchanged by such amendment.

9.2 Payments to Incompetents. If any person entitled to receive any benefit hereunder shall be a minor child or incompetent person, but no legal representative has been appointed

for him, the Board, in its sole discretion, may cause any benefit otherwise payable to such person to be paid to: (i) a committee, guardian or conservator who is duly appointed and becomes qualified to receive such payment by a court of competent jurisdiction; (ii) to a non-profit public charity (qualified under I.R.C. sections 501(c)(3) and 509(a)(1)), which performs bill-paying or custodial or charity services for the elderly; or (iii) to the institution maintaining such person, without regard to the duty of any person to support such minor or incompetent person, and without regard to any other funds which may be available for that purpose, and in the case of any payment made for the benefit of such person in any of the manners just authorized, the receipt of the person to whom the payment is made shall be in full discharge of all liability under the Plan in respect of such payment. Deposit to the credit of a Participant or beneficiary in any bank or trust company shall be deemed payment into the hands of such person.

9.3 No Alienation of Benefits. Except as may be set out in a QDRO, no Participant or his beneficiary shall be entitled to alienate, assign, sell, transfer, pledge, borrow on or otherwise encumber any of his rights in any benefit or to any payment hereunder.

9.4 No Ownership of Trust Assets. All of the assets at any time received or held by the Trustees shall be held as a commingled trust fund. The maintenance of separate accounts or records for operational and accounting expenses as herein provided shall not be considered as segregating any funds or property from any other funds or property contained in the Trust Fund. Reference to the account of a Participant or beneficiary shall not be interpreted to mean and shall not mean under any circumstances or event that such trust or person has title to any specific asset of the Trust Fund.

9.5 Audit. The Trustees shall cause an audit of the Plan to be conducted each year by an independent certified public accountant and the results thereof to be made available to all

Adopting Employers.

9.6 Copies of Trust. Copies of this Trust shall be on file with the Union Trustees, the Management Trustees, and the Plan Administrator and shall be available to interested parties for inspection at all reasonable times.

9.7 Applicable Law. This Plan and Trust shall be construed, whenever possible, to be in accordance with the requirements of the Code, ERISA and the Collective Bargaining Agreement. To the extent not in conflict with federal law, the construction and administration of the Plan shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

9.8 Headings. The headings of articles are included solely for convenience of reference, and if there is any conflict between such headings and the text of the Plan and Trust, the text shall control.

9.9 Counterparts and Effectiveness. This Plan and Trust may be executed in several counterparts, each of which shall be deemed an original, and said counterparts shall constitute but one and the same instrument, which may be sufficiently evidenced by any one counterpart. This Plan and Trust shall be effective upon execution by a majority of the Management Trustee and by a majority of the Union Trustees.

9.10 Merger and Consolidation. The terms of any merger or consolidation of the Trust with, or of any transfer of assets or liabilities of the Trust to, any other plan and trust shall be such that each Participant would (if the Trust then terminated) receive a benefit immediately after the merger, consolidation or transfer equal to or greater than the benefit he would have been entitled to receive immediately before the merger, consolidation or transfer (if the Trust had then terminated).

9.11 Military Service. Notwithstanding any provision of this Plan to the contrary, contributions, benefits, and service credit with respect to qualified military service will be provided in accordance with section 414(u) of the Code. Moreover, effective January 1, 2007, the Plan shall comply with the protections set forth in section 401(a)(37) of the Code.

ARTICLE 10

TOP HEAVY PROVISIONS

10.1 Top Heavy Plan Requirements. Notwithstanding any other provisions of the Plan, if for any Plan Year the Plan is determined to be a Top Heavy Plan (as defined in Section 10.3) with respect to an Employer, then the following requirements shall apply with respect to the Employees of such Employer:

- (a) The top heavy vesting requirements of section 416(b) of the Code;
- (b) The top heavy minimum benefit requirement of section 416(c) of the Code set forth in Section 10.4; and
- (c) The top heavy limitation on compensation requirement of section 416(d) of the Code set forth in Section 10.5.

The above requirements shall not apply to any Employee Employed in the Industry (as defined in Section 1.12).

10.2 Definitions. For purposes of this Article 10, the following terms shall have the respective meanings set forth below:

- (a) "Aggregation Group" means either a Permissive Aggregation Group (as defined in Subsection 10.2(j)) or a Required Aggregation Group (as defined in Subsection 10.2(k)).
- (b) "Compensation" has the meaning given such term in Section 1.8 of this Plan.
- (c) "Determination Date" means, with respect to any plan year, the last day of the immediately preceding plan year or, in the case of the first plan year for any plan, the last day of such plan year.

(d) “Five Percent Owner” means any person who owns (or is considered as owning within the meaning of section 318 of the Code, as modified by substituting “5 percent” for “30 percent” in section 318(a)(2)(C)) more than five percent of the outstanding stock of an Employer (not including other members of a controlled group) or stock possessing more than five percent of the total combined voting power of all stock of the Employer (not including other members of the controlled group).

(e) “Key Employee” means, for any plan year, any employee or former employee of an Employer or beneficiary of such employee who, at any time during the Testing Period, is:

(1) An officer of the Employer having an annual Compensation from the Employer during any plan year in the Testing Period during which he was an officer greater than 50 percent of the amount in effect under section 415(b)(1)(A) of the Code for the calendar year in which such plan year ends. However, no more than the lesser of: (i) 50 employees of the Employer, or (ii) the greater of ten percent of the greatest number of employees of the Employer at any time during the Testing Period (if not an integer, increased to the next integer) or three of such employees shall be treated as officers. If the number of officers is limited by the preceding sentence, the employees who are treated as officers will be those employees who had the largest annual Compensation for the plan years in the Testing Period during which they were officers;

(2) One of the ten employees of the Employer owning (or considered as owning within the meaning of section 318 of the Code, as modified by substituting “5 percent” for “50 percent” in section 318(a)(2)(C)) at any time during the Testing Period the largest interests in the Employer. The above notwithstanding, no employee shall be included as a Key Employee under this Subsection 10.2(e)(2) unless the Employee’s ownership interest

exceeds 1/2 percent at the time he is one of the ten employees and the annual Compensation for the plan year in which the ownership interest exceeds 1/2 percent is greater than the dollar limitation in effect under section 415(c)(1)(A) for the calendar year in which such plan year ends. If two employees have the same percentage interest in the Employer (not including other members of a controlled group), the employee having a greater annual Compensation from the Employer during the plan year during any part of which that ownership interest existed shall be treated as having a larger interest. An employee whose annual Compensation for any plan year in the Testing Period exceeds the limitation in effect under section 415(c)(1)(A) for the calendar year in which such plan year ends and who has an ownership interest greater than 1/2 percent in that plan year is considered to be one of the top ten owners unless at least ten other employees own a greater percentage interest in the Employer during any plan year of the Testing Period and have annual Compensation during such plan year of ownership greater than the limit under section 415(c)(1)(A) for the calendar year in which such plan year ends;

(3) A five Percent Owner (as defined in Subsection 10.2(d)), within the meaning of section 416(i)(1)(A)(iii) and (B)(i) of the Code and the regulations thereunder;

(4) A One Percent Owner (as defined in Subsection 10.2(h)) having aggregate annual Compensation from the Employer for a plan year of more than \$150,000, within the meaning of section 416(i)(1)(A)(iv) and (B) (ii) of the Code and the regulations thereunder.

(f) "Minimum Benefit Compensation" means the Participant's average Compensation for the period of consecutive Plan Years (not exceeding five and counting only years in which the Participant has a year of Benefit Service) during which the Participant's Compensation was highest. However, Compensation shall be considered only if such

Compensation was paid to the Participant in a Plan Year: (i) beginning after December 31, 1983, and (ii) beginning before the end of the last Plan Year in which the Plan was a Top Heavy Plan with respect to the Employer employing the Participant.

(g) “Non-Key Employee” means any employee or former employee of an Employer or beneficiary of such employee who is not a Key Employee, within the meaning of section 416(i)(2) of the Code and regulations thereunder.

(h) “One Percent Owner” means any person who would be described in Subsection 10.2(d) as a Five Percent Owner if “one percent” were substituted for “five percent” each place it appears in Subsection 10.2(d).

(i) “Pension Plan” means any defined benefit or defined contribution plan of an Employer.

(j) “Permissive Aggregation Group” means a Required Aggregation Group (as defined in Subsection 10.2(k)) plus any or all other Pension Plan or Plans maintained by an Employer which is or are not required to be included in the Required Aggregation Group, provided that such Permissive Aggregation Group would continue to meet the requirements of sections 401(a)(4) and 410 of the Code when considered together with the Required Aggregation Group.

(k) “Required Aggregation Group” means: (i) each Pension Plan maintained by an Employer in which a Key Employee is a participant at any time during the Testing Period, and (ii) each other Pension Plan maintained by the Employer which, at any time during the Testing Period, enables any Pension Plan described in the immediately preceding clause (i) to meet the requirements of section 401(a)(4) or 410 of the Code.

(l) “Testing Period” means the plan year containing the Determination Date and the four preceding plan years.

(m) “Top Heavy Group” means, with respect to any plan year, an Aggregation Group if, as of the Determination Date with respect to such plan year, the sum of the present value of the cumulative accrued benefits and the aggregate of accounts for Key Employees under all Pension Plans maintained by an Employer included in such Aggregation Group exceeds sixty percent of a similar sum determined for Key Employees and Non-Key Employees. Such sums shall be determined by considering only the accrued benefits and accounts of the employees of an Employer. When two or more plans constitute an Aggregation Group, the present value of cumulative accrued benefits and the aggregate of accounts will be determined separately for each plan as of each plan’s Determination Date. The plans will then be aggregated by adding together the results for each plan as of the Determination Dates that fall within the same calendar year. If any employee is a Non-Key Employee with respect to any Pension Plan for any plan year, but such employee was a Key Employee with respect to such Pension Plan for any prior plan year, any accrued benefit for such employee shall not be taken into account for purposes of the foregoing determination. The present value of the cumulative accrued benefits and the aggregate of accounts shall be determined in accordance with section 416(g) of the Code and the regulations thereunder. The present value of cumulative accrued benefits and aggregate of accounts will be based on the benefit under each Pension Plan and determined as of the most recent valuation date for each Pension Plan falling within the twelve-month period ending on the Determination Date for each Pension Plan. In determining the present value of the cumulative accrued benefit and aggregate of accounts of any employee under each Pension Plan, such present value shall be increased by the aggregate distributions with respect to such employee

under the Pension Plan during the five-year period ending on the Determination Date. For plan years beginning after December 31, 1984, if any individual has not received any Compensation from the Employer (not including any other members of a controlled group) maintaining the plan (other than benefits under the plan) at any time during the five-year period ending on the Determination Date, any accrued benefit or account for such individual under such plan shall not be taken into account. The actuarial assumptions used in determining such present values shall be the same as those used by this Plan for purposes of the minimum funding standards under section 412 of the Code, except that no assumption as to future withdrawal or future salary increases shall be used.

10.3 Top Heavy Plan. This Plan shall be a Top Heavy Plan with respect to an Employer for any Plan Year commencing after December 31, 1983, in which the Plan is included in the Required Aggregation Group (as defined in Subsection 10.2(k)) and the Top Heavy Group (as defined in Subsection 10.2(m)).

10.4 *Top Heavy Benefit Requirement.*

(a) The benefits of a Participant of an Employer with respect to which the Plan is a Top Heavy Plan who is otherwise eligible to participate in the Plan and who is not a Key Employee shall not be less than the Participant's Minimum Benefit.

(b) In the event that a Non-Key Employee is covered by a defined benefit plan of the Employer which provides the minimum benefit required by Section 416(c)(1) of the Code during a Plan Year in which this Plan is a Top-Heavy Plan, such minimum benefit shall satisfy the requirements of this Section 10.4 according to the safe harbor requirements of Regulation section 1.416-1 , Q&A, M-12.

(c) Solely in the event that a Non-Key Employee is not covered by a defined

benefit plan of the Employer which provides the minimum benefit required by Section 416(c)(1) of the Code during a Plan Year in which this Plan is a Top-Heavy Plan, the Employer contributions and forfeitures allocated to each such Non-Key Employee who has not separated from service by the end of the Plan Year shall be equal to not less than the lesser of:

(1) Three percent (3%) of such Participant's Compensation in the Plan Year, or

(2) The percentage of such Participant's Compensation in the Plan Year which is equal to the percentage at which contributions and forfeitures are made to the Key Employee for whom such percentage is the highest for the year.

(3) The percentage referred to in Paragraph (ii) above shall be determined by dividing the contributions and forfeitures-allocated to the Key Employee by such Employee's Compensation. For purposes of this Section, Tax Deferred Deposits shall be disregarded in determining the amount of Employer Contributions allocated to Non-Key Employees. The Employer shall make such additional contribution to the Plan as shall be necessary to make the allocation described above. The provisions of this section apply without regard to contributions or benefits under Social Security or any other Federal or State law.

10.5 Top Heavy Limit on Compensation. For any Plan Year with respect to which, the Plan is determined to be a Top Heavy Plan with respect to an Employer, not more than \$200,000 of the annual Compensation of any Participant who is an employee of such Employer shall be taken into account for any purpose, or such other sum as the Secretary from time to time shall prescribe. However, the preceding sentence shall not cause a Participant's accrued benefit, immediately prior to such Plan Year, to be reduced. For Plan Years beginning after January 1, 1989, only that amount of a Participant's Compensation which does not exceed the limitations

set forth in Section 401(a)(17) of the Code will be taken into account for purposes of determining benefits under the Plan.

10.6 Modification of Top Heavy Rules for Plan Years Beginning After December 31, 2001

(a) Effective Date. Notwithstanding Sections 10.1 through 10.5 of this Plan, this Section 10.6 shall apply for purposes of determining whether the Plan is a top-heavy plan under section 416(g) of the Code for Plan Years beginning after December 31, 2001, and whether the Plan satisfies the minimum benefits requirements of section 416(c) of the Code for such years.

(b) Determination of top-heavy status.

(1) Key employee. Key employee means any employee or former employee (including any deceased employee) who at any time during the plan year that includes the determination date was an officer of the employer having annual compensation greater than \$130,000 (as adjusted under section 416(i)(1) of the Code for plan years beginning after December 31, 2002), a 5-percent owner of the employer, or a 1-percent owner of the employer having annual compensation of more than \$150,000. For this purpose, annual compensation means compensation within the meaning of section 415(c)(3) of the Code. The determination of who is a key employee will be made in accordance with section 416(i)(1) of the Code and the applicable regulations and other guidance of general applicability issued thereunder.

(2) Determination of present values and amounts. This section 9.7(b)(2) shall apply for purposes of determining the present values of accrued benefits and the amounts of account balances of employees as of the determination date.

(A) Distributions during year ending on the determination date.

The present values of accrued benefits and the amounts of account balances of an employee as of the determination date shall be increased by the distributions made with respect to the employee under the plan and any plan aggregated with the plan under section 416(g)(2) of the Code during the 1-year period ending on the determination date. The preceding sentence shall also apply to distributions under a terminated plan which, had it not been terminated, would have been aggregated with the plan under section 416(g)(2)(A)(i) of the Code. In the case of a distribution made for a reason other than severance from employment, death, or disability, this provision shall be applied by substituting “5-year period” for “1-year period.”

(B) Employees not performing services during year ending on the determination date. The accrued benefits and accounts of any individual who has not performed services for the employer during the 1-year period ending on the determination date shall not be taken into account.

(c) Minimum benefits. For purposes of satisfying the minimum benefit requirements of section 416(c)(1) of the Code and the plan, in determining years of service with the employer, any service with the employer shall be disregarded to the extent that such service occurs during a plan year when the plan benefits (within the meaning of section 410(b) of the Code) no key employee or former key employee.

ARTICLE 11

FINAL 401(k)/(m) PROVISIONS

11.1 Elective Deferral Elections.

(a) A Participant eligible to make Elective Deferrals under the Plan may submit a deferral election to the Plan Administrator at any time, specifying the amount (in whole dollars or whole percentages) of Elective Deferrals to be withheld from each wage payment. Such election will be effective for the first pay period beginning after 5 business days from receipt of the election, unless a later pay period is specified by the Participant. A Participant's election will remain in effect until superseded by another election.

(b) Elective Deferrals - Contribution Limitation. No Participant shall be permitted to have Elective Deferrals made under this Plan, or any other plan, contract or arrangement maintained by the Funds, during any calendar year, in excess of the dollar limitation contained in Code § 402(g) in effect for the Participant's taxable year beginning in such calendar year. In the case of a Participant aged 50 or over by the end of the taxable year, the dollar limitation described in the preceding sentence includes the amount of Elective Deferrals that can be Catch-up Contributions. The dollar limitation contained in Code § 402(g) is \$10,500 for taxable years beginning in 2000 and 2001 increasing to \$11,000 for taxable years beginning in 2002 and increasing by \$1,000 for each year thereafter up to \$15,000 for taxable years beginning in 2006 and later years. After 2006, the \$15,000 limit will be adjusted by the Secretary of the Treasury for cost-of-living increases under § 402(g)(4). Any such adjustments will be in multiples of \$500.

(c) Catch-up Contributions. "Catch-up Contributions" are Elective Deferrals made to the Plan that are in excess of an otherwise applicable plan limit and that

are made by Participants who are aged 50 or over by the end of their taxable years. An otherwise applicable plan limit is a limit in the Plan that applies to Elective Deferrals without regard to Catch-up Contributions, such as the limits on annual additions, the dollar limitation on Elective Deferrals under Code § 402(g) (not counting Catch-up Contributions) and the limit imposed by the actual deferral percentage (ADP) test under § 401(k)(3). Catch-up Contributions for a Participant for a taxable year may not exceed: (1) the dollar limit on Catch-up Contributions under Code § 414(v)(2)(B)(i) for the taxable year; or (2) when added to other Elective Deferrals, 75 percent of the participant's Compensation for the taxable year. The dollar limit on Catch-up Contributions under Code § 414(v)(2)(B)(i) is \$1,000 for taxable years beginning in 2002, increasing by \$1,000 for each year thereafter up to \$5,000 for taxable years beginning in 2006 and later years. After 2006, the \$5,000 limit will be adjusted by the Secretary of the Treasury for cost-of-living increases under Code § 414(v)(2)(C). Any such adjustments will be in multiples of \$500.

Catch-up Contributions are not subject to the limits on annual additions, are not counted in the ADP test and are not counted in determining the minimum allocation under Code § 416 (but Catch-up Contributions made in prior years are counted in determining whether the Plan is top-heavy). Provisions in the Plan relating to Catch-up Contributions apply to Elective Deferrals made after 2001.

11.2 Distribution of Excess Elective Deferrals.

(a) A Participant may assign to this Plan any Excess Elective Deferrals made during a taxable year of the Participant by notifying the Plan Administrator, prior to April 1 of the following year, of the amount of the Excess Elective Deferrals to be assigned to the Plan. A Participant is deemed to notify the Plan Administrator of any Excess

Elective Deferrals that arise by taking into account only those Elective Deferrals made to this Plan and any other plan, contract or arrangement of the Funds.

(b) Notwithstanding any other provision of the Plan, Excess Elective Deferrals, plus any income and minus any loss allocable thereto, shall be distributed no later than April 15 to any participant to whose account Excess Elective Deferrals were assigned for the preceding year and who claims Excess Elective Deferrals for such taxable year or calendar year. For years beginning after 2005, distribution of Excess Elective Deferrals for a year shall be made first from the Participant's Pre-tax Elective Deferral account, to the extent Pre-tax Elective Deferrals were made for the year, unless the participant specifies otherwise.

(c) Determination of income or loss.

(1) For Plan Year 2007 only, Excess Elective Deferrals shall be adjusted for any income or loss up to the date of distribution. The income or loss allocable to Excess Elective Deferrals is the sum of: (1) income or loss allocable to the Participant's Elective Deferral account for the taxable year multiplied by a fraction, the numerator of which is such Participant's Excess Elective Deferrals for the year and the denominator is the Participant's account balance attributable to Elective Deferrals without regard to any income or loss occurring during such taxable year; and (2) 10 percent of the amount determined under (1) multiplied by the number of whole calendar months between the end of the Participant's taxable year and the date of distribution, counting the month of distribution if distribution occurs after the 15th of such month.

(2) For Plan Years after December 31, 2007, Excess Elective Deferrals shall be adjusted for any income or loss up to the end of the tax year during which

the Excess Elective Deferral was made. The income or loss allocable to Excess Elective Deferrals is the income or loss allocable to the Participant's Elective Deferral account for the taxable year multiplied by a fraction, the numerator of which is such Participant's Excess Elective Deferrals for the year and the denominator is the Participant's account balance attributable to Elective Deferrals without regard to any income or loss occurring during such taxable year.

(d) Definitions.

(1) "Elective Deferrals" shall mean any employer contributions made to the Plan at the election of the Participant in lieu of cash compensation. With respect to any taxable year, a Participant's Elective Deferrals is the sum of all employer contributions made on behalf of such Participant pursuant to an election to defer under any qualified cash or deferred arrangement ("CODA") described in Code § 401(k). For years beginning after 2005, the term "Elective Deferrals" includes Pre-tax Elective Deferrals. Pre-tax Elective Deferrals are a Participant's Elective Deferrals that are not includible in the participant's gross income at the time deferred. Elective Deferrals shall not include any deferrals properly distributed as excess annual additions.

(2) "Excess Elective Deferrals" shall mean those Elective Deferrals of a Participant that either (1) are made during the Participant's taxable year and exceed the dollar limitation under Code § 402(g) (including, if applicable, the dollar limitation on Catch-up Contributions defined in § 414(v)) for such year; or (2) are made during a calendar year and exceed the dollar limitation under Code § 402(g) (including, if applicable, the dollar limitation on Catch-up Contributions defined in § 414(v)) for the Participant's taxable year beginning in such calendar year, counting only Elective Deferrals made under

this Plan and any other plan, contract or arrangement maintained by the Funds.

11.3 Actual Deferral Percentage Test.

(a) Current Year Testing. The Actual Deferral Percentage (“ADP”) test will be calculated using the “Current Year” method. The ADP for a Plan Year for Participants who are Highly Compensated Employees and the ADP for a Plan Year for Participants who are Non-highly Compensated Employees must satisfy one of the following tests:

(1) The ADP for a Plan Year for Participants who are Highly Compensated Employees shall not exceed the ADP for a Plan Year for Participants who are Non-highly Compensated Employees multiplied by 1.25; or

(2) The ADP for a Plan Year for Participants who are Highly Compensated Employees shall not exceed the ADP for a Plan Year for Participants who are Non-highly Compensated Employees, multiplied by 2.0; provided, however, that the ADP for Participants who are Highly Compensated Employees does not exceed the ADP for Participants who are Non-Highly Compensated Employees by more than 2 percentage points (2%).

(b) Special Rules.

(1) A Participant is a Highly Compensated Employee for a particular Plan Year if he or she meets the definition of a Highly Compensated Employee in effect for that Plan Year. Similarly, a Participant is a Non-highly Compensated Employee for a particular Plan Year if he or she does not meet the definition of a Highly Compensated Employee in effect for that Plan Year.

(2) The ADP for any Participant who is a Highly Compensated

Employee for the Plan Year and who is eligible to have Elective Deferrals (and Qualified Nonelective Contributions, if treated as Elective Deferrals for purposes of the ADP test) allocated to his or her accounts under two or more arrangements described in Code § 401(k), that are maintained by the Funds, shall be determined as if such Elective Deferrals (and, if applicable, such Qualified Nonelective Contributions) were made under a single arrangement. If a Highly Compensated Employee participates in two or more CODAs of the Funds that have different plan years, all Elective Deferrals made during the Plan Year under all such arrangements shall be aggregated. For plan years beginning before 2006, all such CODAs ending with or within the same calendar year shall be treated as a single arrangement. Notwithstanding the foregoing, certain plans shall be treated as separate if mandatorily disaggregated under regulations under Code § 401(k).

(3) In the event that this Plan satisfies the requirements of Code § 401(k), 401(a)(4), or 410(b) only if aggregated with one or more other plans, or if one or more other plans satisfy the requirements of such sections of the Code only if aggregated with this Plan, then this section shall be applied by determining the ADP of employees as if all such plans were a single plan. If more than 10 percent of the Employer's Non-highly Compensated Employees are involved in a plan coverage change as defined in Regulations § 1.401(k)-2(c)(4), then any adjustments to the Non-highly Compensated Employees' ADP for the prior year will be made in accordance with such Regulations, unless the Plan Administrator has elected to use the Current Year Testing method. Plans may be aggregated in order to satisfy Code § 401(k) only if they have the same Plan Year and use the same ADP testing method.

(4) For purposes of determining the ADP test, Elective Deferrals,

Qualified Nonelective Contributions and Qualified Matching Contributions must be made before the end of the 12-month period immediately following the Plan Year to which the contributions relate.

(c) Definition.

(1) "Actual Deferral Percentage" ("ADP") shall mean, for a specified group of Participants (either Highly Compensated Employees or Non-highly Compensated Employees) for a Plan Year, the average of the ratios (calculated separately for each participant in such group) of (1) the amount of Employer contributions actually paid over to the trust on behalf of such Participant for the Plan Year to (2) the Participant's Compensation for such Plan Year. Employer contributions on behalf of any Participant shall include: (1) any Elective Deferrals (other than Catch-up Contributions) made pursuant to the Participant's deferral election (including Excess Elective Deferrals of Highly Compensated Employees), but excluding (a) Excess Elective Deferrals of Non-highly Compensated Employees that arise solely from Elective Deferrals made under the Plan or plans of the Funds and (b) Elective Deferrals that are taken into account in the Actual Contribution Percentage test (provided the ADP test is satisfied both with and without exclusion of these Elective Deferrals); and (2) if elected by the Plan Administrator, Qualified Nonelective Contributions and Qualified Matching Contributions. For purposes of computing Actual Deferral Percentages, an employee who would be a Participant but for the failure to make Elective Deferrals shall be treated as a Participant on whose behalf no Elective Deferrals are made.

11.4 Distribution of Excess Contributions

(a) Notwithstanding any other provision of the Plan, Excess Contributions,

plus any income and minus any loss allocable thereto, shall be distributed no later than 12 months after a Plan Year to Participants to whose accounts such Excess Contributions were allocated for such Plan Year, except to the extent such Excess Contributions are classified as Catch-up Contributions. Excess Contributions are allocated to the Highly Compensated Employees with the largest amounts of employer contributions taken into account in calculating the ADP test for the year in which the excess arose, beginning with the Highly Compensated Employee with the largest amount of such employer contributions and continuing in descending order until all the Excess Contributions have been allocated. To the extent a Highly Compensated Employee has not reached his or her Catch-up Contribution limit under the Plan, Excess Contributions allocated to such Highly Compensated Employee are Catch-up Contributions and will not be treated as Excess Contributions. If such excess amounts (other than Catch-up Contributions) are distributed more than 2 1/2 months after the last day of the Plan Year in which such excess amounts arose, a 10-percent excise tax will be imposed on the Funds with respect to such amounts.

(b) Excess Contributions shall be treated as annual additions under the Plan even if distributed.

(c) Determination of Income or Loss. Excess Contributions shall be adjusted for any income or loss through the end of the plan year for which the excess occurred. The income or loss allocable to Excess Contributions allocated to each participant is the income or loss allocable to the Participant's Elective Deferral account (plus, if applicable, the Qualified Nonelective Contribution account) for the Plan Year multiplied by a fraction, the numerator of which is such participant's Excess Contributions for the year and the denominator is the Participant's account balance attributable to Elective Deferrals (and

Qualified Nonelective Contributions, if any of such contributions are included in the ADP test) without regard to any income or loss occurring during such Plan Year.

(d) Accounting for Excess Contributions: Excess Contributions allocated to a participant shall be distributed from the participant's Elective Deferral account in proportion to the participant's Elective Deferrals for the Plan Year. For Plan Years beginning after 2005, distribution of Elective Deferrals that are Excess Contributions shall be made from the participant's Pre-tax Elective Deferral account, to the extent Pre-tax Elective Deferrals were made for the year, unless the participant specifies otherwise.

(e) Excess Contributions shall be distributed from the participant's Qualified Nonelective Contribution account only to the extent that the Excess Contributions exceed the amount of Excess Contributions in the participant's Elective Deferral account.

(f) Definition:

(1) "Excess Contributions" shall mean, with respect to any Plan Year, the excess of:

(A) The aggregate amount of employer contributions actually taken into account in computing the ADP of Highly Compensated Employees for such Plan Year, over

(B) The maximum amount of such contributions permitted by the ADP test (determined by hypothetically reducing contributions made on behalf of Highly Compensated Employees in order of the ADPs, beginning with the highest of such percentages)

11.6 Recharacterization. If elected by the Plan Administrator, Elective Deferrals allocated to a Highly Compensated Employee as Excess Contributions will be

recharacterized. A Participant must or may, as elected by the Plan Administrator, treat Excess Contributions allocated to him or her as an amount distributed to the Participant and then contributed by the Participant to the Plan. Recharacterized amounts will remain nonforfeitable. Amounts may not be recharacterized by a Highly Compensated Employee to the extent that such amount in combination with other Employee Contributions made by that employee would exceed any stated limit under the Plan on Employee Contributions.

Recharacterization must occur no later than 2 1/2 months after the last day of the Plan Year in which such Excess Contributions arose and is deemed to occur no earlier than the date the last Highly Compensated Employee is informed in writing of the amount recharacterized and the consequences thereof.

11.7 Limitations on Employee Contributions

(a) Current Year Testing. The Actual Contribution Percentage (“ACP”) test will be calculated using the “Current Year” method. The ACP for a Plan Year for participants who are Highly Compensated Employees for each Plan Year and the prior year’s ACP for participants who were Non-highly Compensated Employees for the prior Plan Year must satisfy one of the following tests:

(1) The ACP for a Plan Year for participants who are Highly Compensated Employees for the Plan Year shall not exceed the ACP for a Plan Year for participants who are Non-highly Compensated Employees multiplied by 1.25; or

(2) The ACP for a Plan Year for participants who are Highly Compensated Employees shall not exceed the ACP for the Plan Year for Participants who were Non-highly Compensated Employees multiplied by 2, provided that the ACP for Participants who are Highly Compensated Employees does not exceed the ACP for

Participants who were Non-highly Compensated Employees in the prior Plan Year by more than 2 percentage points.

For the first Plan Year this Plan permits any participant to make Employee Contributions, and this is not a successor plan, for purposes of the foregoing tests, the Non-highly Compensated Employees' ACP shall be 3 percent unless the Administrator has elected to use the Plan Year's ACP for these Participants.

(b) Special Rules:

(1) A Participant is a Highly Compensated Employee for a particular Plan Year if he or she meets the definition of a Highly Compensated Employee in effect for that Plan Year. Similarly, a Participant is a Non-highly Compensated Employee for a particular Plan Year if he or she does not meet the definition of a Highly Compensated Employee in effect for that Plan Year.

(2) For purposes of this section, the Contribution Percentage for any participant who is a Highly Compensated Employee and who is eligible to have Contribution Percentage Amounts allocated to his or her account under two or more plans described in Code §401(a), or arrangements described in Code §401(k) that are maintained by the Funds, shall be determined as if the total of such Contribution Percentage Amounts was made under each plan and arrangement. If a Highly Compensated Employee participates in two or more such plans or arrangements that have different plan years, all Contribution Percentage Amounts made during the Plan Year under all such plans and arrangements shall be aggregated. For plan years beginning before 2006, all such plans and arrangements ending with or within the same calendar year shall be treated as a single plan or arrangement.

Notwithstanding the foregoing, certain plans shall be treated as separate if mandatorily disaggregated under regulations under Code §401(m).

(3) In the event that this Plan satisfies the requirements of Code §§ 401(m), 401(a)(4) or 410(b) only if aggregated with one or more other plans, or if one or more other plans satisfy the requirements of such sections of the Code only if aggregated with this Plan, then this section shall be applied by determining the ACP of employees as if all such plans were a single plan. If more than 10 percent of the Employer's Non-highly Compensated Employees are involved in a plan coverage change as defined in Regulations § 1.401(m)-2(c)(4), then any adjustments to the Non-highly Compensated Employees' ACP for the prior year will be made in accordance with such Regulations. Plans may be aggregated in order to satisfy Code §401(m) only if they have the same Plan Year and use the same ACP testing method.

(4) For purposes of the ACP test, Employee Contributions are considered to have been made in the Plan Year in which contributed to the trust. Qualified Nonelective Contributions will be considered made for a Plan Year if made no later than the end of the 12-month period beginning on the day after the close of the Plan Year.

(c) Definitions:

(1) "Actual Contribution Percentage" ("ACP") shall mean, for a specified group of participants (either Highly Compensated Employees or Non-highly Compensated Employees) for a Plan Year, the average of the Contribution Percentages of the Eligible Participants in the group.

(2) "Contribution Percentage" shall mean the ratio (expressed as a percentage) of the participant's Contribution Percentage Amounts to the participant's

Compensation for the Plan Year.

(3) “Contribution Percentage Amounts” shall mean the sum of the Employee Contributions (to the extent not taken into account for purposes of the ADP test) made under the Plan on behalf of the Participant for the Plan Year. If so elected, the Plan Administrator may include Qualified Nonelective Contributions in the Contribution Percentage Amounts. The Plan Administrator also may elect to use Elective Deferrals in the Contribution Percentage Amounts so long as the ADP test is met before the Elective Deferrals are used in the ACP test and continues to be met following the exclusion of those Elective Deferrals that are used to meet the ACP test.

(4) “Eligible Participant” shall mean any employee who is eligible to make an Employee Contribution, or an Elective Deferral (if the Plan Administrator takes such contributions into account in the calculation of the Contribution Percentage). If an Employee Contribution is required as a condition of participation in the Plan, any employee who would be a participant in the Plan if such employee made such a contribution shall be treated as an eligible participant on behalf of whom no Employee Contributions are made.

(5) “Employee Contribution” shall mean any contribution made to the Plan by or on behalf of a participant that is included in the participant’s gross income in the year in which made and that is maintained under a separate account to which earnings and losses are allocated.

11.8 Distribution of Excess Aggregate Contributions

(a) Notwithstanding any other provision of the Plan, Excess Aggregate Contributions, plus any income and minus any loss allocable thereto, shall be distributed no later than 12 months after a Plan Year to participants to whose accounts such Excess

Aggregate Contributions were allocated for such Plan Year. Excess Aggregate Contributions are allocated to the Highly Compensated Employees with the largest Contribution Percentage Amounts taken into account in calculating the ACP test for the year in which the excess arose, beginning with the Highly Compensated Employee with the largest amount of such Contribution Percentage Amounts and continuing in descending order until all the Excess Aggregate Contributions have been allocated. If such Excess Aggregate Contributions are distributed more than 2 1/2 months after the last day of the Plan Year in which such excess amounts rose, a 10-percent excise tax will be imposed on the Funds with respect to those amounts. Excess Aggregate Contributions shall be treated as annual additions under the Plan even if distributed.

(b) Determination of income or loss shall be made in accordance with Section 11.2(c), above.

(c) Definitions:

(1) Excess Aggregate Contributions shall mean, with respect to any Plan Year, the excess of:

(A) The aggregate Contribution Percentage Amounts taken into account in computing the numerator of the Contribution Percentage actually made on behalf of Highly Compensated Employees for such Plan Year, over

(B) The maximum Contribution Percentage Amounts permitted by the ACP test (determined by hypothetically reducing contributions made on behalf of Highly Compensated Employees in order of their Contribution Percentages beginning with the highest of such percentages).

Such determination shall be made after first determining Excess Elective Deferrals

and/or Excess Contributions pursuant to section 4.7 of the Plan.

11.9 Qualified Nonelective Contributions

(a) Qualified Nonelective Contributions under the Plan may be made on behalf of Employees as provided in the CBA. In addition, if the Plan Administrator has elected to use the Current Year Testing method, in lieu of distributing Excess Contributions or Excess Aggregate Contributions as provided in section 4.7 of the Plan, and to the extent elected by the Plan Administrator, Qualified Nonelective Contributions will be made on behalf of Participants that are sufficient to satisfy the Actual Deferral Percentage test and the Actual Contribution Percentage test.

(b) Qualified Nonelective Contributions will be allocated either to all Participants or only to Participants who are Non-highly Compensated Employees, as elected by the Plan Administrator, in the ratio which each such Participant's Compensation for the Plan Year bears to the total Compensation of all such Participants for such Plan Year. Qualified Non-Elective Contributions above the greater of 5% of compensation or the Plan's representative contribution rate for NHCEs will not be counted when correcting for a nondiscrimination test failure.

(c) Definition:

(1) "Qualified Nonelective Contributions" shall mean contributions made to the trust fund on behalf of the Participants by the Employers and allocated to Participants' accounts that the Participants may not elect to receive in cash until distributed from the Plan; that are nonforfeitable when made to the Plan; and that are distributable only in accordance with the distribution provisions (other than for hardships) applicable to Elective Deferrals.

11.10 Distribution Limitations

(a) A Participant's Elective Deferrals and Qualified Nonelective Contributions, and income allocable to each, are not distributable earlier than upon the Participant's severance from employment (separation from service, for Plan Years beginning before 2002), death, or disability.

(b) Such amounts may also be distributed upon:

(1) Termination of the Plan without the Funds maintaining another defined contribution plan (other than an employee stock ownership plan as defined in Code §4975(e)(7) or 409(a), a simplified employee pension plan as defined in §408(k), a SIMPLE IRA plan as defined in § 408(p), a plan or contract described in § 403(b) or a plan described in § 457(b) or (f)) at any time during the period beginning on the date of plan termination and ending 12 months after all assets have been distributed from the Plan. Such a distribution must be made in a lump sum.


(2) The attainment of age 59 1/2 in the case of a profit-sharing plan.

(3) The hardship of the participant as described in section 4.10.

All distributions that may be made pursuant to one or more of the foregoing distributable events are subject to the spousal and participant consent requirements (if applicable) contained in Code §§ 401(a)(11) and 417.

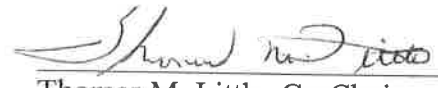
IN WITNESS WHEREOF, the parties hereto have executed this instrument this 17th
day of DECEMBER, 2014.

EMPLOYER TRUSTEES:


Roger J. Giesinger, Co-Chairman

4846-6015-7473, v. 1

EMPLOYEE TRUSTEES:


Thomas M. Little, Co-Chairman

HRSA-ILA ANNUITY & SAVINGS PLAN AND TRUST

EFFECTIVE OCTOBER 1, 2014

AMENDMENT HISTORY

<u>AMENDMENT</u>	<u>EFFECTIVE DATE</u>	
#1	4/26/2017	Section 9.2 Amended “Payments to Incompetents”
#2	7/1/2017	Article IV, Section 4.10 Added “Hardship Withdrawal”
#3	4/25/2018	Article VI, Section 6.4, subsection(c) Added – “Hardship Withdrawals for Medical Expenses, Evictions, Foreclosures And Tuition and Related Expenses”
#4	10/1/2019	Subsection (e) added to Section 3.1 “An eligible employee may roll over IRA to Plan”; Section 3.11 added “Rules to Applicable to Rollover Contributions”; Section 4.10 (a)(4) added to Article 4 “Hardship withdrawals for expenses to Repair damage or to make improvements To primary residence.”; Subsection (b) of Section 4.10 – Removes the six-month Waiting period for elective contributions After a hardship distribution; Article 12 Added – “Automatic Contribution Arrangement”
#5	11/26/2019	Subsection (g) added to Section 4.2 and Section 4.11 added to end of Article 4: “In-Service distributions to plan”

**AMENDMENT NO. 1 TO THE
HRSA-ILA ANNUITY & SAVINGS PLAN**

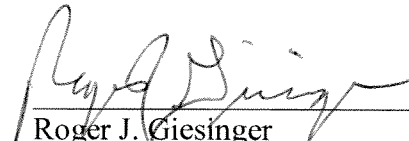
Effective April 26, 2017, the HRSA-ILA Annuity & Savings Plan (the "Plan") is amended as follows:

Section 9.2 as it is presently constituted is deleted and a new Section 9.2 is adopted as follows:

9.2 Payments to Incompetents. If any person entitled to receive any benefit hereunder shall be a minor child or incompetent person, but no legal representative has been appointed for him, the Board, in its sole discretion, may cause any benefit otherwise payable to such person to be paid to: (i) a committee, guardian or conservator who is duly appointed and becomes qualified to receive such payment by a court of competent jurisdiction; (ii) to a non-profit public charity (qualified under I.R.C. sections 501(c)(3) and 509(a)(1)), which performs bill-paying or custodial or charity services for the elderly; (iii) to the institution maintaining such person, without regard to the duty of any person to support such minor or incompetent person, and without regard to any other funds which may be available for that purpose, or (iv) for any benefit that is less than \$5000, to the parent of the minor or incompetent for the benefit of the minor or incompetent. In the case of any payment made for the benefit of such person in any of the manners authorized in the preceding sentence, the receipt of the person to whom the payment is made shall be in full discharge of all liability under the Plan in respect of such payment. Deposit to the credit of a Participant or beneficiary in any bank or trust company shall be deemed payment into the hands of such person.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the 26 day of April 2017.

EMPLOYER TRUSTEES:




Roger J. Giesinger



George H. Brown



Raymond A. Newlon

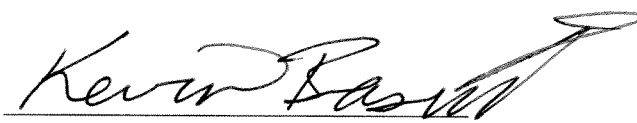


Peter Cooke

EMPLOYEE TRUSTEES:



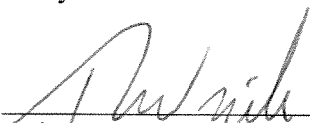
Thomas M. Little



Kevin Basnight



Larry A. Bachtell



Robert A. Versprille



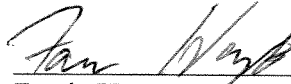
James W. Michalski



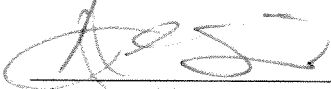
Edward L. Brown, III



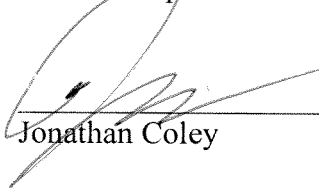
Corine Barbour



Farris Hampton



Shawn Tibbetts



Jonathan Coley

**AMENDMENT NO. 2 TO THE
HRSA-ILA ANNUITY & SAVINGS PLAN**

This Amendment to the HRSA Annuity & Savings Plan (the "Plan") adds hardship withdrawals for medical expenses, evictions and foreclosures and tuition and related expenses to the Plan.

Effective July 1, 2017, a new Section 4.10 is hereby added to Article 4 of the Plan to read as follows:

4.10 Hardship Withdrawal. A Participant may be permitted to withdraw from the Trust because of hardship an amount not to exceed the amount of the Participant's total elective contributions (excluding earnings), as of the date of withdrawal, reduced by any amounts previously distributed to the Participant for hardship. For purposes of this Section 4.10:

(a) "Hardship" shall mean:

(1) The eviction of the Participant from the Participant's principal residence or foreclosure on the mortgage on that residence;

(2) The expenses for or necessary to obtain medical care that would be deductible under Section 213(d) of the Code (determined without regard to whether the expenses exceed any set percentage of adjusted gross income); and

(3) Tuition, related educational fees and room and board expenses for the next twelve (12) months of postsecondary education for the Participant or the Participant's Spouse, children, dependents or Beneficiary.

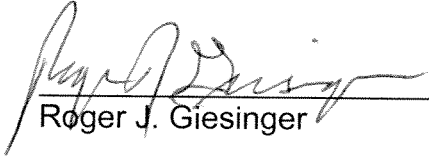
(b) A Participant may not make elective contributions to the Plan for a period of six (6) months following a hardship withdrawal.

(c) A Participant may not take a hardship withdrawal from any amounts rolled-over to the Plan.

(d) An administrative charge determined by the Trustees shall be deducted from the Participant's account for each hardship withdrawal application.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the 28 day of June 2017.

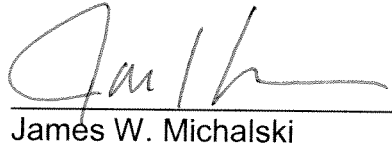
EMPLOYER TRUSTEES:


Roger J. Giesinger

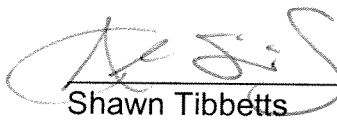

George H. Brown


Raymond A. Newlon


Peter Cooke


James W. Michalski



Corine Barbour


Shawn Tibbetts

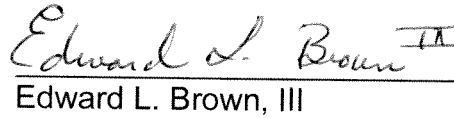
EMPLOYEE TRUSTEES:

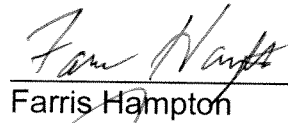

Thomas M. Little

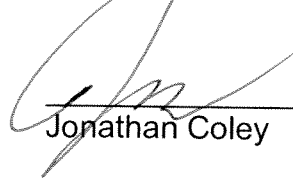

Kevin Basnight


Larry A. Bachtell


Robert A. Versprille


Edward L. Brown, III


Farris Hampton


Jonathan Coley

**AMENDMENT NO. 3 TO THE
HRSA-ILA ANNUITY & SAVINGS PLAN**

This Amendment to the HRSA Annuity & Savings Plan (the "Plan") adds hardship withdrawals for medical expenses, evictions and foreclosures and tuition and related expenses to the Plan.

Effective April 1, 2018, a new Subsection (c) is hereby added to Section 6.4 of the Plan to read as follows:

(g) Disability Claims. On or after April 1, 2018, the following procedures shall apply to all claims and appeals relating to a Trustees' decision regarding a Participant's disability.

(1) Conflict of Interest. With respect to any physician chosen by the Trustees, if any, decisions regarding hiring, compensation, termination, promotion, or other similar matters with respect to any physician must not be made based upon the likelihood that the physician will support the denial of benefits.

(2) Denial Notice Disclosure. In the event of any adverse benefit determination with respect to a Participant's disability, the determination notice must include:

i. In the case of the denial of an initial application, a statement that the claimant is entitled to receive access to and copies of all relevant documents upon request and without charge;

ii. In the case of an appeal denial notice, a description of the claimant's right to bring an action under Section 502(a) of ERISA;

iii. A detailed explanation of the denial, including the basis for disagreeing with or not following: the views of a treating physician or vocational professional; the views of medical or vocational experts obtained by the plan; and/or a disability determination by the Social Security Administration;

iv. If the claimant's address is in a county where 10 percent or more of the county's resident population is literate only in the same non-English language, a prominent statement in that non-English language about the availability of non-English language services; and

v. A description of any rules, guidelines or criteria used in denying the claim.

(3) Right to Review and Respond While Appeal Pending. During the appeal process, the claimant must be provided, automatically, as soon as possible, sufficiently in advance of any applicable deadline, including

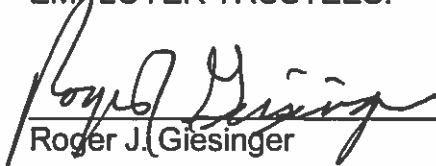
extensions, and with a reasonable opportunity to respond, the following information:

- i. Any new or additional evidence considered, relied upon or generated by the Trustees in connection with the claim;
- ii. Any new or additional rationale for a denial (e.g., a new medical report); and
- iii. A reasonable opportunity to respond to new information by presenting written evidence and testimony.


(4) Deemed Exhaustion of Claims. If any of the above requirements are not met, a claimant will be deemed to have exhausted the Plan's administrative procedures and shall be entitled to file a lawsuit, unless the minor errors exception applies. The minor errors exception applies only when a violation of the required procedures was (i) de minimis, (ii) non-prejudicial, (iii) attributable to good cause or matters beyond the Plan's control, (iv) in the context of an on-going good faith exchange of information, and (v) not reflective of a pattern or practice of noncompliance.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the 25 day of April 2018.

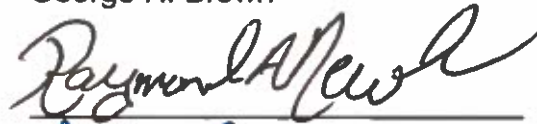
EMPLOYER TRUSTEES:



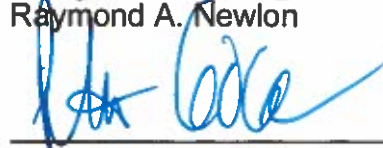
Roger J. Giesinger



George H. Brown



Raymond A. Newlon



Peter Cooke




James W. Michalski


EMPLOYEE TRUSTEES:




Thomas M. Little



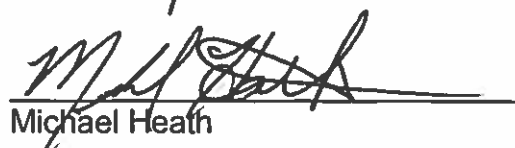
Kevin Basnight



Larry A. Bachtell



Samuel Davis, Jr.



Michael Heath



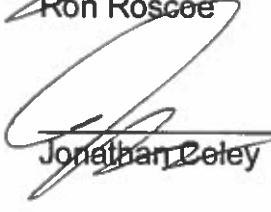
Corine Taylor



Ron Roscoe



Shawn Tibbetts



Jonathan Deley

**AMENDMENT NO. 4 TO THE
HRSA-ILA ANNUITY & SAVINGS PLAN**

This Amendment to the HRSA-ILA Annuity & Savings Plan (the "Plan") adds rollover contributions from IRAs; adds hardship withdrawals for expenses to repair damage to or to make improvements to a primary residence; removes the six-month waiting period for elective contributions after a hardship distribution; and adds an automatic contribution arrangement to the Plan.

Effective October 1, 2019, unless otherwise provided, the Plan is hereby amended as follows:

1. A new Subsection (e) is hereby added to Section 3.1 of the Plan to read as follows:

(e) An Eligible Employee may elect to roll over his Individual Retirement Account to the Plan.

2. A new Section 3.11 is hereby added to the end of Article 3 of the Plan to read as follows:

3.11 Rules Applicable to Rollover Contributions. *Any Participant who has established an Individual Retirement Account (IRA) pursuant to the provisions of section 408 of the Code, may, with the consent of the Plan Administrator, transfer all the assets of such IRA to the Trustee, which assets may then be placed in a segregated account on behalf of the Participant.*

3. Effective March 27, 2019, a new Section 4.10(a)(4) is hereby added to Article 4 of the Plan to read as follows:

(4) The expenses for or necessary to repair damage to the Participant's principal residence.

4. Effective March 27, 2019, Subsection (b) of Section 4.10 of the Plan is amended in its entirety to read as follows:

(b) A Participant may not make elective contributions to the Plan for a period of six (6) months following a hardship withdrawal. Effective March 27, 2019, the six (6) month waiting period for elective contributions is eliminated.

5. A new Article 12 is hereby added to the end of the Plan to read as follows:

**ARTICLE 12
AUTOMATIC CONTRIBUTION ARRANGEMENT**

12.1 General Rules.

(a) The provisions of this Article will apply to all Employees who become Eligible Employees on or after October 1, 2019, and to the extent that any other provision of the Plan is inconsistent with the provisions of this Article, the provisions of this Article will govern.

(b) Default Pre-Tax Contributions will be made on behalf of Covered Employees who do not have an affirmative election in effect regarding Pre-Tax Contributions when they become a Covered Employee. The amount of

Default Pre-Tax Contributions made for a Covered Employee each pay period is equal to the Default Percentage multiplied by the Covered Employee's Covered Compensation for that pay period, or the Default Dollar Amount.

(c) A Covered Employee will have a reasonable opportunity after receipt of the notice described in Section 12.3 to make an affirmative election regarding Pre-Tax Contributions (either to have no Pre-Tax Contributions made or to have a different amount of Pre-Tax Contributions made) before Default Pre-Tax Contributions are made on the Covered Employee's behalf. Default Pre-Tax Contributions being made on behalf of a Covered Employee will cease as soon as administratively feasible after the Covered Employee makes an affirmative election.

12.2 Definitions.

*(a) **Automatic Contribution Arrangement.** An arrangement under which, in the absence of an affirmative election by a Covered Employee, a certain amount of Covered Compensation will be withheld from the Covered Employee's pay and contributed to the Plan as a Pre-Tax Contribution.*

*(b) **Covered Employee.** A Participant being covered under the Automatic Contribution Arrangement.*

*(c) **Default Pre-Tax Contributions.** Pre-Tax Contributions contributed to the Plan under the Automatic Contribution Arrangement on behalf of Covered Employees who do not have an affirmative election in effect regarding Pre-Tax Contributions.*

*(d) **Default Percentage or Default Dollar Amount.** The percentage or dollar amount equal to a percentage of the Master Contract Starting Wage, as set forth in the applicable Collective Bargaining Agreement, contributed to the Plan for a Covered Employee as a Default Pre-Tax Contribution for a Plan Year. The Default Percentage or Dollar Amount is determined by the Trustees each Plan Year.*

12.3 Notice Requirements.

(a) At least thirty (30) days, but not more than ninety (90) days, before the beginning of the Plan Year, the Plan Administrator will provide each Covered Employee a comprehensive notice of the Covered Employee's rights and obligations under the Automatic Contribution Arrangement, written in a manner calculated to be understood by the average Covered Employee. If an Employee becomes a Covered Employee after the 90th day before the beginning of the Plan Year and does not receive the notice for that reason, the notice will be provided no more than ninety (90) days before the Employee becomes a Covered Employee but not later than the date the Employee becomes a Covered Employee.

(b) The notice will accurately describe:


(1) The amount of Default Pre-Tax Contribution that will be made on the Covered Employee's behalf in the absence of an affirmative election;

(2) The Covered Employee's right to elect to have no Pre-Tax Contributions made on his behalf or to have a different amount of Pre-Tax Contributions made; and


(3) How Default Pre-Tax Contributions will be invested in the absence of the Covered Employee's investment instructions.

IN WITNESS, WHEREOF, the parties hereto have executed this instrument as of the 28th day of August 2019.


EMPLOYER TRUSTEES:




Roger J. Giesinger



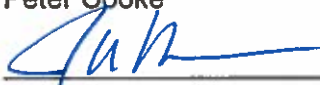
George H. Brown



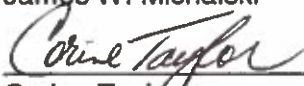
Raymond A. Newlon




Peter Cooke



James W. Michalski

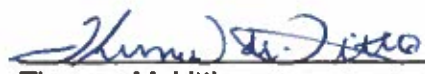


Corine Taylor




Kevin Price


EMPLOYEE TRUSTEES:




Thomas M. Little




Larry A. Bachtell




Kevin Basnight




Mike Heath



Jonathan Coley



Ron Roscoe



Samuel Davis, Jr.

**AMENDMENT NO. 5 TO THE
HRSA-ILA ANNUITY & SAVINGS PLAN**

This Amendment to the HRSA-ILA Annuity & Savings Plan (the "Plan") adds in-service distributions to the Plan.

Effective November 26, 2019, unless otherwise provided, the Plan is hereby amended as follows:

1. A new Subsection (g) is hereby added to Section 4.2 of the Plan to read as follows:

(g) *In-service distributions shall be permitted pursuant to the requirements of Section 4.11 of the Plan.*

2. A new Section 4.11 is hereby added to the end of Article 4 of the Plan to read as follows:

4.11 In-Service Distributions. *A Participant who has attained age 59½ may take up to two (2) distributions per Plan Year from the Trust regardless of whether such Participant has had a permanent termination of employment with his Employer.*

IN WITNESS, WHEREOF, the parties hereto have executed this instrument as of the 29th day of January 2020.

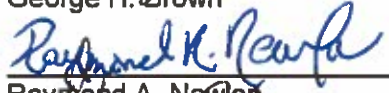
EMPLOYER TRUSTEES:



Roger J. Giesinger



George H. Brown




Raymond A. Newton



Peter Cooke



James W. Michalski



Corine Taylor



Kevin Price


EMPLOYEE TRUSTEES:




Thomas M. Little



Larry A. Bachtell



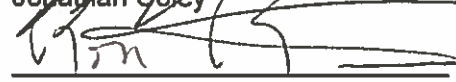
Stephen Walton



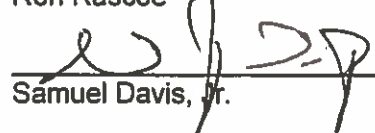
Michael Heath



Jonathan Coley



Ron Rascoe



Samuel Davis, Jr.