

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

This AMENDED AND RESTATED AGREEMENT AND DECLARATION OF TRUST ("Agreement") is made this 29th day of July 2020, effective as of the 1st day of October, 2018, by and between the Employer Members of the Hampton Roads Shipping Association (hereinafter referred to as "HRSA") and the Affiliated Locals of the Port of Hampton Roads, Virginia of the International Longshoremen's Association, AFL-CIO (hereinafter referred to as "ILA") and the Trustees appointed by both parties (hereinafter referred to as "Trustees").

WITNESSETH:

WHEREAS, pursuant to a Memorandum of Agreement dated August 1, 1967, agreement was reached to establish a trust fund for the protection and benefit of employees of the longshore industry providing for payment of certain royalties (the two container royalty payments effective in 1960 and 1977) with respect to containers handled by ILA Longshore Labor in the Port of Hampton Roads; and

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

WHEREAS, the Trustees have determined it would be most practicable to amend, revise and restate this Agreement in its entirety at this time so as to have a unified document providing for such changes; and

NOW, THEREFORE, effective as of October 1, 2018, this Agreement for the HRSA-ILA Container Royalty Fund No. 1 is hereby amended and restated as follows:

ARTICLE I

Definitions

1.1 **"Beneficiary"** shall mean the person or persons last designated by an Participant, by a written notice filed with the Fund Office, on forms provided by the Fund Office, to receive any benefit which may be payable under this Plan as a result of the death of the Participant; or, if there is no designated Beneficiary, any such benefit shall be paid to the Participant's Estate.

1.2 **"Collective Bargaining Agreement"** shall mean the one or more Collective Bargaining Agreements and/or contracts currently in force and effect between the Hampton Roads Shipping Association and the International Longshoremen's Association, and its Affiliated Locals, including the USMX-ILA National Master Contract, Hampton Roads Longshoremen's Agreement, Clerks', Checkers' and Weighers' Agreement, Container Maintenance and Repair Agreement, Gearmen and Mechanics' Agreement, Timekeepers' and Interchange Writers' Agreement, Miscellaneous Workers' Agreement, Freight Handlers' Agreement, Terminal Checkers' Agreement, and Line Handlers' Agreement, and any modifications or amendments thereto.

1.3 **"Container Royalty Benefits"** shall mean those benefits described in Article IV.

1.4 **"Contract Year"** shall mean the twelve (12) month period beginning on October 1 each year, and ending on September 30 of the following year.

1.5 **"Employment," "Employed," or "Employed in the Industry"** shall mean any of the following:

- (a) employment in the Industry by one or more Employers in the Port of Hampton Roads under the Collective Bargaining Agreement;

(b) crediting of service on account of injury incurred on the job, or military service, in accordance Section 1.11 hereof; or

(c) employment by an Employer in any position determined by the Board of Trustees to have been traditionally filled by ILA labor, but not subject to the terms of the Collective Bargaining Agreement, where such employment is: (i) in the same industry; (ii) in the same geographic area covered by the Plan; and (iii) 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 DOL Regulation § 2530.203-3(c)(2).

(d) "Employment," "Employed" or "Employment in the Industry" shall not include any hours of full-time employment by the ILA.

(e) Effective for employment on or after October 1, 2019, "Employment," "Employed" or "Employment in the Industry" shall not include any hours of part-time employment by the ILA.

1.6 **"Employer"** shall mean those employer-members of the Hampton Roads Shipping Association who are parties to a Collective Bargaining Agreement with the ILA.

1.7 **"Eligibility Year"** shall mean the Contract Year in which an Employee earns container royalty benefits hereunder.

1.8 **"Employees"** shall mean all members of the International Longshoremen's Association union in the port of Hampton Roads and its affiliated locals, and in particular Locals No. 970, No. 1248, No. 1624, No. 1736, and No. 1970, as well as non-union

individuals who perform longshore labor in such port and who are otherwise eligible as set out below.

1.9 **"ERISA"** shall mean the Employee Retirement Income Security Act of 1974, as amended.

1.10 **"Fund"** shall mean the Hampton Roads Shipping Association - International Longshoremen's Association Container Royalty Fund No. 1.

1.11 **"ILA"** shall mean the affiliated Locals of the International Longshoremen's Association, AFL-CIO, in the Port of Hampton Roads, Virginia.

1.12 **"Hour of Service"** shall mean (a) each hour for which an Employee is paid, or entitled to payment for the performance of duties for an Employer during the Eligibility Year; (b) each hour for which back pay, irrespective of mitigation of damages, is either awarded or agreed to by an Employer; (c) for Employees who receive temporary total or temporary partial workers' compensation benefits, each pro rata hour of service at the rate necessary to continue the Employee's benefits at the same level as existed during the year prior to which the sickness, injury, or disability occurs; and (d) each hour of service credit provided in accordance with the Uniformed Services Employment and Re-Employment Rights Act of 1994 (**"USERRA"**).

1.13 **"HRSA"** shall mean the Hampton Roads Shipping Association.

1.14 **"Net Container Royalties"** shall mean the gross amount of container royalties collected by the Fund less (a) expenses of administering the Fund and (b) amounts held in reserve as determined by the Trustees.

1.15 **"Participant"** shall mean any Employee or retiree entitled to receive benefits in accordance with Article III of this Plan.

1.16 **"Plan"** shall mean the Container Royalty Benefit Plan of the HRSA - ILA Container Royalty Fund No. 1 as set forth herein, and as the same may hereafter be amended.

ARTICLE II

The Fund

2.1 Creation of the Fund. Pursuant to the Collective Bargaining Agreement there is hereby created the Container Royalty Fund No. I for the Port of Hampton Roads. Monies contributed pursuant to this Agreement shall constitute an irrevocable trust as authorized by Section 302(c) of the LaborManagement Relations Act of 1947, as amended. This Agreement creating the Fund is the result of collective bargaining engaged in by the parties pursuant to the requirement of said Labor-Management Relations Act.

2.2 Purposes. The Fund is hereby created for the purpose of providing supplemental unemployment benefits to employees of the longshore industry and protection from the decrease of employment opportunities resulting from the use of containers.

ARTICLE III

Eligibility

3.1 Employees Hired Before October 1, 2018. An Employee hired before October 1, 2018 shall be eligible to receive Container Royalty Benefits from the Plan for an Eligibility Year if such Employee has

- (a) been Employed in the Industry for at least three (3) years
- (b) completed a total of three thousand (3,000) or more Hours of Service; and
- (c) for Eligibility Years completed prior to October 1, 2018, completed

one thousand (1,000) Hours of Service in the Eligibility Year for which benefits are paid.

(d) Employees hired before October 1, 2018 who are not yet qualified as of October 1, 2018 must still complete the 3 year Employed in the Industry and 3,000 or more Hours of Service requirements and have thirteen hundred (1,300) Hours of Service in the Eligibility Year for which benefits are paid to receive any Container Royalty Benefits.

3.2 Employees Hired On or After October 1, 2018. An Employee hired on or after October 1, 2018 shall qualify to receive Container Royalty Benefits from the Plan if such Employee has

(a) been Employed in the Industry for six (6) consecutive years ending in the Eligibility Year for which benefits are paid; and

(b) received at least one thousand (1,000) Hours of Service in five (5) of those six (6) years; and

(c) completed thirteen hundred (1,300) Hours of Service in the Eligibility Year for which benefits are paid.

3.3 Eligibility After October 1, 2018. Once qualified, the Employee must work a minimum of thirteen hundred (1,300) Hours of Service in each Contract Year to be eligible to receive Container Royalty Benefits from the Plan.

3.4 Break in Service. A Participant shall sustain a Break in Service upon the completion of three (3) consecutive years in which he/she is credited with zero (0) Hours of Service. Upon sustaining a Break in Service, the Employee shall cease to be entitled to Container Royalty Benefits until he/she satisfies the requirements of Sections 3.1 or 3.2,

as applicable.

3.5 Retiree Eligibility. If a Participant qualifies for benefits in the year of, or year before his/her retirement effective date, then said Participant shall be eligible for three (3) additional sets of Container Royalty Benefits following his/her retirement effective date. A Participant shall be deemed retired on the date a retirement application is submitted to the HRSA-ILA Pension Plan. If a Participant dies prior to his/her retirement effective date, no additional Container Royalty Benefits shall be made to his/her beneficiaries. If a Participant returns to Employment in the Industry after collecting his/her three (3) additional sets of Container Royalty Benefits, said Participant shall not be eligible to receive additional Container Royalty Benefits.

ARTICLE IV Benefits

4.1 Container Royalty Benefit distributions shall be made in accordance with the following schedule:

(a) December Distribution. On or about December 1, the Plan shall distribute to eligible Participants all Net Container Royalties collected with respect to the preceding October 1 through September 30 minus the excess contributions above the 2011 cap as defined in the Master Agreement between USMX and the ILA.

(b) February Distribution. On or after February 1 and before March 1, the Plan shall distribute to eligible Participants all Net Container Royalties which have been returned to the Fund, by the USMX-ILA Container Royalty Central Collection Fund, and which represent the excess contributions collected in connection with the preceding October 1 through September 30.

(c) Amounts. For a Participant hired before October 1, 2018, the amount distributed to such Participant for the December Distribution pursuant to this Section 4.1 shall be equal to the Net Container Royalties for the applicable period, less the amount to be distributed to eligible participants as defined in Section 3.2, divided by the number of Participants eligible under Section 3.1. The amount distributed to such Participant for the February Distribution pursuant to this Section 4.1 shall be equal to the Net Container Royalties as defined in Section 4.1(b) divided by the number of Participants eligible under Section 3.1. For a Participant hired on or after October 1, 2018, the amount distributed in December to such Participant shall be \$7,500, and there shall be no February Distribution, until the December and February Distributions following the year in which such Participant qualifies for six (6) weeks of Vacation benefits from the Vacation & Holiday Fund.

(d) All Container Royalty Benefits are subject to the Collective Bargaining Agreement and any limitations contained therein.

(e) In the event that the Trustees are unable to make a distribution of Container Royalty Benefits due to unforeseen circumstance over which the Trustees have no control, both the HRSA and the ILA shall be immediately notified.

4.2 Withholdings and Deductions. Payments of Container Royalty Benefits under the Plan shall be subject to withholding of FICA/State and Federal income taxes, union dues, and other legal deductions.

4.3 If a Participant is not alive at the time in which any distribution of

Container Royalty Benefits would have otherwise been made to him or her, such distribution shall be made to the Participant's Beneficiary, or if none, to his or her estate.

4.4 Changes in Benefits at the Discretion of Trustees. If, in the judgment of the Trustees and consistent with the Collective Bargaining Agreement, the financial condition of the Fund requires it, the Trustees shall have the right, prospectively, to lower benefits. The Trustees shall also have the right, whenever they find that the financial situation of the Fund permits such action, to raise the benefits to an amount greater than herein provided. In the event that a change is made in the amount of benefits, either upward or downward, pursuant to the provision of this Article, or other changes are made in the Plan, such changes shall be made pursuant to an amendment of the Plan.

4.5 Overpayments. If there is an overpayment of benefits from this Plan, or from any other HRSA-ILA Plan, to a participant or beneficiary of this Plan, the Trustees reserve the right to recover the overpayment, with interest and costs, including reasonable attorneys' fees, court costs and other costs involved in seeking reimbursement, from benefits otherwise payable to or on behalf of the participant from this Plan or any or all of the Plans sponsored by HRSA-ILA to the maximum extent permitted by law; provided, however, that the Trustees shall give the participant notice of the overpayment and an opportunity to repay it within thirty (30) days of such notice.

ARTICLE V

Funding

5.1 Amount of Contributions. Contributions shall be paid in such amounts and on the basis as shall be determined in accordance with the Collective Bargaining

Agreement then in effect.

5.2 Title to Monies Paid. Title to all the monies paid into the Fund shall be vested in and remain exclusively in the Trustees of the Fund, and neither the ILA nor HRSA nor any Participant has any right, title or interest in any of the monies of the Fund. The Fund shall constitute an irrevocable trust for the benefit of the Eligible Employees. In the event a Participant receives a payment from the Fund to which he is not entitled, he/she 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.

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

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

ARTICLE VI Administration

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

6.2 Plan Administrator: The Board of Trustees. The Fund shall be administered by a Board of Trustees, seven (7) of whom shall be appointed by the HRSA and seven (7) of whom shall be appointed by the ILA. The HRSA may designate two (2) Alternates for the Trustees appointed by it, any one of whom may act in the place of any such Trustee who is absent or unavailable. The ILA may designate two (2) Alternates for the seven Trustees appointed by it, any one of whom may act in the place of any such Trustee who is absent or unavailable.

6.3 Co-Chairs. The Trustees designated by the HRSA on behalf of the Employers shall elect by majority vote a Chair of the Employer Trustees. The Trustees designated by the ILA shall elect by majority vote a Chair of the ILA Trustees. The Chair of the Employer Trustees and of the ILA Trustees, respectively, shall alternate monthly in serving as Chair of the full Board of Trustees.

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

(a) To determine in their sole discretion all questions of coverage and eligibility, methods of providing or arranging for provisions for benefits and all other related matters;

(b) To construe in their sole discretion the provisions of this Agreement and the terms used herein; any construction adopted by the Trustees shall be binding upon all of the parties hereto;

(c) To review, from time to time, the benefits provided, and to increase or decrease any such benefits to such extent as the Trustees in their prudent judgment and discretion deem advisable;

(d) To make rules and regulations not inconsistent with the terms hereof to carry out the provisions of this Agreement;

(e) To demand, collect, receive and hold in trust all monies income into their hands;

(f) To take such steps, including the institution and prosecution of, or the intervention in, any proceeding at law, in equity, or in bankruptcy, or the referral of claims to the Arbitration Committee established under the Collective Bargaining Agreement (the "Trustee Arbitration Committee"), as may be necessary or desirable to accomplish the collection of the monies due under this Agreement;

(g) To compromise, settle, arbitrate, and release claims or demands in favor of or against the Fund or the Trustees on such terms and conditions as the Trustees may deem desirable;

(h) To establish and accumulate as part of the Fund a reserve, or reserves, adequate, in the opinion of the Trustees, to carry out the purpose of this Agreement;

(i) To pay out of the Fund all real and personal property taxes, income taxes and other taxes of any and all kinds levied or assessed under existing or future laws upon or in respect to the Fund, or any money, property, or securities forming a part thereof;

(j) To receive contributions or payments from any source whatsoever

to the extent permitted by law;

(k) To invest and reinvest the Fund as provided in section 5.5 hereof, and to take any and all action with respect, to holding, buying, selling, and exchanging such investments, in their own name (as Trustees of the HRSA-ILA Container Royalty Fund No. 1) or in the name of their nominee, as they in their sole discretion may deem appropriate and necessary, provided that no investments shall be made in any securities of whatever nature or kind of any Employer;

(l) To hold as uninvested cash without any liability for interest thereon such sums as they deem necessary or advisable for the cash requirements of the Fund;

(m) In their discretion and to the extent they deem it wise, beneficial or necessary, to appoint a bank or banks or trust company or trust companies to be designated as "Corporate Trustee," and to enter into and execute a trust agreement or agreements with such bank or banks or trust company or trust companies, to provide for the investment and reinvestment of assets of the Fund, with such other provisions incorporated therein as may be deemed desirable in the Trustees' sole discretion for the proper management of the Fund and upon such execution to convey and transfer to such corporate Trustee any assets of the Fund and without limit with respect to the powers which the Trustees may grant to such Corporate Trustee, in such agreement to the extent permitted by law and to the extent that such investments are legal for trust funds in the State of Virginia;

(n) To do all acts, whether or not expressly authorized herein, which the Trustees may deem necessary or proper for the protection of the property held

hereunder; and

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

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

6.6 Audits, Reports and Disclosure of Information. The Trustees shall:

(a) Ensure an annual audit of the Fund shall be made by competent auditors designated by the Trustees. More frequent audits may be made at the discretion of the Trustees. A statement of the results of said audits shall be provided to the HRSA and the ILA and made available for inspection by interested persons (i.e., those persons entitled to receive information regarding the Plan as required by ERISA) at the principal office of the Fund and at such other places as may be designated by the Trustees. Upon request by the HRSA or the ILA the Trustees shall provide additional financial information concerning the Fund.

(b) Provide information to Fund Participants as required by the Employee Retirement Income Security Act ("ERISA").

6.7 Action by and Meetings of the Trustees.

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

(b) Number of Votes. At all meetings, the HRSA Trustees shall have a total of seven (7) votes and the ILA Trustees shall have a total of seven (7) votes.

(c) Notice. Written notice of any meeting by the Trustees shall be provided to the Trustees at least three (3) days before the date of the meeting; provided, however, that notice of any meeting may be waived in writing, signed by all of the Trustees.

(d) Meetings. Meetings may be called by either Co-Chair or by any two (2) Trustees.

(e) Action. The exercise of any right or power granted to the Trustees hereunder shall be only by the approval of a majority by the votes cast at a duly called meeting.

6.8 Execution of Documents. Any written instrument authorized by the Trustees including checks, drafts or other documents may be signed by the two (2) Co-Chairs (either by hand or authorized facsimile signature stamp), any seven (7) of the Trustees, one (1) Employer Trustee and one (1) Union Trustee or by one (1) administrator and one (1) Trustee. Any instrument so executed and all action taken in accordance with this provision shall have the same force and effect as if taken by all the Trustees. All parties dealing with the Trustees may rely on any instrument so executed and any action so taken as having been duly authorized.

6.9 Neutral Umpire in Case of Deadlock. In the event a disagreement or deadlock should arise over the collection or distribution of the container monies, including the payment of any benefits hereunder, the HRSA Trustees and the ILA Trustees shall attempt to agree upon a designation of an impartial umpire. If, within a reasonable time, no

umpire is agreed upon, either party may petition the American Arbitration Association to appoint an impartial umpire. The decision of the umpire so agreed upon or appointed by the American Arbitration Association shall be binding on all concerned.

6.10 Withdrawal of Trustees.

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

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

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

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

(e) Any retiring Trustee shall forthwith turn over to the remaining

Trustees at the office of the Fund any and all records, books, documents, monies and other property in his possession owned by the Trustees or incident to the fulfillment of this Agreement and the administration of the Fund.

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

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

6.12 Fiduciary Responsibility. The Trustees shall discharge their duties with respect to the Fund solely in the interest of the Participants and for the exclusive purpose of providing benefits and defraying reasonable administration expenses. The Trustees shall act with the care, skill, prudence and diligence under the circumstances then prevailing- that a prudent man acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims.

ARTICLE VII

Disposition of the Fund

7.1 Subject to Section 6.12, the Trustees shall dispose of the monies constituting this Fund in accordance with the following terms:

(a) The Trustees are authorized to pay from the Fund the organization expenses of this Fund, all reasonable and necessary expenses of collecting contributions and all costs of administering the affairs of this Fund, including the

employment of administrators, assistants, agents, investigators, auditors and counsel, the leasing of premises and the purchase or lease of such materials, supplies and equipment as the Trustees, in their discretion, find necessary or appropriate in the performance of their duties.

(b) The Trustees, in their discretion, shall provide fidelity bonds for each of the Trustee and for any other person authorized to handle, deal with, or draw upon the monies in the Fund said bonds to be secured from such companies and in such amounts as the Trustees shall determine.

(c) In the event that the HRSA-ILA Welfare Fund pays benefits to a Participant who is also a participant in the HRSA-ILA Container Royalty Fund No.1 for expenses incurred by him/her due to the acts or omission of another person ("Third Party") and the Participant receives payments from that Third Party, from an insurance carrier or from other sources due to the acts or omissions of that Third Party (in either event, a "Recovery"), the Participant agrees to transfer and assign to the HRSA-ILA Welfare Fund all right, title and interest in and to any and all Container Royalty Fund benefits to which the Participant is or may be entitled to receive, to the extent of the lesser of (i) any and all payments made by the Welfare Fund or (ii) the amount of any Recovery received by the Participant.

ARTICLE VIII

Appeals Procedure

8.1 All appeals must be submitted in writing to the Administrator within thirty (30) days following the calendar quarter in which act or omission which is being aggrieved; provided that an appeal concerning the number of hours credited by the Fund for a Eligibility Year must be submitted in writing no later than January 30th following the end

of such Eligibility Year.

8.2 The Board of Trustees shall resolve all appeals arising from the Container Royalty Fund No.1. Subject to Section 8.3 below, all determinations made by the Trustees with respect to any matter arising under the Fund, this Agreement, and any other Fund documents, shall be final, binding and conclusive for all purposes.

8.3 A Participant may appeal any decision of the Board to the Trustee Arbitration Committee established by the HRSA and the ILA under the terms of the Collective Bargaining Agreement.

8.4 The Board of Trustees shall have the full and absolute discretion to adjudicate claims, including the power to find the facts of a claim and to apply the law to the facts of a claim, all to the maximum extent provided by law.

ARTICLE IX Amendment and Duration

9.1 Amendment by Trustees. The Board of Trustees shall have authority to review all the provisions of this Agreement and the Plan at any time and to make such changes, modifications and amendments as the Board shall deem desirable, provided such changes are consistent with the Collective Bargaining Agreement.

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

9.3 Termination. The Trustees have the right to terminate, suspend, withdraw amend, or modify all or any portion of this Agreement or the Plan at any time, provided such actions are consistent with the underlying Collective Bargaining Agreement.

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

9.5 Surplus. Upon the termination or liquidation of the Fund, and the fulfillment of the purposes of this Agreement, the Trustees shall turn over any surplus monies in the Fund, any real or personal property belonging to the Fund, and such other assets, including any policies of insurance issued to the Trustees, remaining in said Fund to any trust fund or welfare fund that has been or may be created by and between the parties prior to the termination hereof, including the HRSA-ILA Fringe Benefit Escrow Fund. If no such Fund is in existence, then the Trustees, after disposing by sale, lease or otherwise of any real or personal property belonging to the Fund, shall use any surplus monies remaining in the Fund after all obligations in connection with the administration thereof have been fulfilled, to continue to provide benefits and pay the expenses of the Fund until such surplus monies are exhausted.

ARTICLE X Miscellaneous

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

10.2 Special Benefits. Effective on and after April 9, 2020, the Fund shall provide special benefits, including but not limited to benefits funded by the USMX-ILA COVID Pandemic Relief Fund, in accordance with rules and regulations established by such fund, or by the Trustees, as applicable.

ARTICLE XI
Governing Law

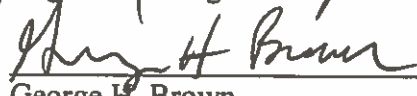
11.1 Applicable Law. This Agreement shall be construed, whenever possible, to be in accordance with the requirements of the Internal Revenue Code, ERISA and the Collective Bargaining Agreement. To the extent not in conflict with federal law, the construction and administration of the Fund shall be governed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

IN WITNESS WHEREOF, the Trustees, HRSA, and ILA, have executed this Agreement on July 29, 2020 to evidence their acceptance of the Fund hereby created and their agreement to be bound thereby, effective as of October 1, 2018.

EMPLOYER TRUSTEES:

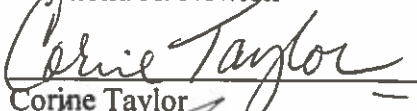


Roger J. Giesinger

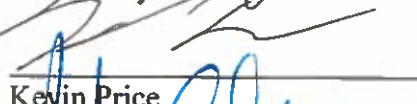


George H. Brown

Raymond A. Newlon



Corine Taylor



Kevin Price




Peter Cooke



James Michalski

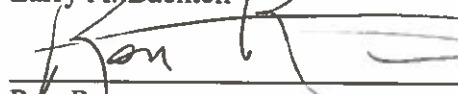
EMPLOYEE TRUSTEES:



Thomas M. Little



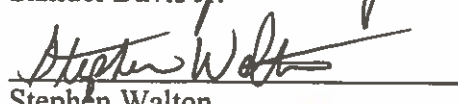
Larry A. Bachtell



Ron Rascoe



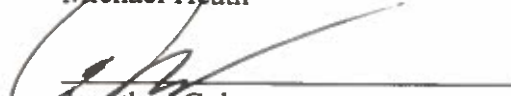
Samuel Davis Jr.



Stephen Walton



Michael Heath



Jonathan Coley