

UNITED MINE WORKERS OF AMERICA
1974 PENSION PLAN
(JULY 1, 2011)

UNITED MINE WORKERS OF AMERICA 1974 PENSION PLAN
EFFECTIVE DECEMBER 6, 1974

ARTICLE I - INTRODUCTION

Pursuant to Article XX of the National Bituminous Coal Wage Agreement of 1974, the United Mine Workers of America 1974 Pension Plan (hereinafter sometimes referred to as the "1974 Pension Plan" or the "Plan") provides pension benefits as hereinafter set forth. The Plan is effective as of December 6, 1974 (the "effective date") and, as amended March 27, 1978, April 29, 1980, June 7, 1981, October 1, 1984, February 1, 1988, February 1, 1991, January 16, 1992, December 16, 1993, August 16, 1996, January 1, 1998, January 1, 2002, June 27, 2003, December 18, 2003, January 1, 2007, June 30, 2007, and July 1, 2011, the provisions of the Plan are set forth below. The 1974 Pension Plan and Trust is a continuation of the benefit program established under the UMW Welfare and Retirement Fund of 1950, and effective June 30, 2007, is the surviving plan following the merger of the Plan and the United Mine Workers of America 1950 Pension Plan (hereinafter referred to as the "1950 Pension Plan.")

Except to the extent otherwise required by the Employee Retirement Income Security Act of 1974 ("ERISA") or other applicable law, governmental rule or regulation, and except to the extent that the 1974 Pension Plan or 1974 Pension Trust specifically provides otherwise, or as required by the context, all amendments to the 1974 Pension Plan effective as of July 1, 2011, pursuant to the authority contained in Article XII herein, shall be given only prospective application commencing on July 1, 2011, and shall have no retroactive application whatsoever. The amendments effective as of July 1, 2011, shall not be deemed to be an approval or disapproval by the parties to any action or failure to act by any Trustee or Trustees for any period prior to July 1, 2011. The terms and provisions of the 1974 Pension Plan in effect as of June 30, 2011, shall continue in effect and shall be applicable only to circumstances or events which occurred prior to July 1, 2011, and which are not governed by the amendments adopted as of July 1, 2011.

Section A Definitions

(1) "Wage Agreement" means the National Bituminous Coal Wage Agreement of 1974, as amended from time to time and any successor thereto, including, but not limited to, the National Bituminous Coal Wage Agreement of 2011. Any reference in this Plan to the Wage Agreement or to the bituminous coal wage agreement then in effect shall also refer (a) to the Sub-bituminous and Lignite Agreement and the National Coal Mine Construction Agreement with respect to any period for which such agreements provide that pension benefits shall be made available pursuant to this Plan or a predecessor plan established under the bituminous coal wage agreement, and (b) with respect to any period prior to the 1950 Bituminous Coal Wage Agreement, to any collective bargaining contract between the United

Mine Workers of America and any employer in the bituminous coal industry, and (c) solely for the purposes of determining who is required to make contributions to, and receive benefits under, the 1974 Pension Trust, any other collective bargaining contract entered into between the United Mine Workers of America and any Employer in the bituminous coal industry, which contract provides that contributions shall be made to or benefit payments made from this Plan or the 1950 Pension Plan.

(2) "Employer" means an employer who is signatory to the Wage Agreement, or, with respect to prior periods, was signatory to the bituminous coal wage agreement then in effect.

(3) "Construction Employer" means an Employer that is signatory to the National Coal Mine Construction Agreement of 1984, as amended from time to time and any successor thereto; or is signatory to any other collective bargaining contract with the United Mine Workers of America which provides that contributions shall be made to the 1974 Pension Trust or the United Mine Workers of America 1985 Construction Workers Pension Trust for construction work related to the development, expansion or alteration of coal mines, provided that substantially all the employees, with respect to whom the employer has an obligation to contribute, perform construction work related to the development, expansion or alteration of coal mines, including the erection of tipples and preparation plants and other facilities placed in, on or around the coal mines, sinking of shafts, slopes, drifts or tunnels and all other such coal-related work that is performed under a Wage Agreement. In the case of a Construction Employer which is a single trade or business and which is also signatory to a Wage Agreement other than a Wage Agreement described in the preceding sentence, the Construction Employer shall be treated as an Employer other than a Construction Employer with respect to its employees or operations for which it has an obligation to contribute to the Plan pursuant to such Wage Agreement.

(4) "1950 Participant" means any person who qualifies for a pension benefit pursuant to the eligibility rules set forth in Article VIII.

(5) "1974 Participant" means any person who is employed in a classified job for an Employer after the effective date, other than a New Inexperienced Miner hired on or after January 1, 2012 or an Electing Miner (except as otherwise specifically provided for in Article II. C and D herein), and any person entitled to receive pension benefits under the Plan; provided, however, that any person who is not employed in a classified job for an Employer on the effective date shall not become a participant until such person completes at least 1,000 hours (or 800 hours worked on the weekend/holiday crew of a signatory Employer as provided in Appendix C of the 2011 NBCWA) of Credited Service within a 12-month period after the effective date, or unless such person is subject to the provisions of Article II.F.(3) of the Plan.

(6) "Participant" means a 1950 Participant or a 1974 Participant.

(7) "1950 Pensioner" means any person who is receiving a pension pursuant to Article VIII of this Plan.

(8) "1974 Pensioner" means any person who is receiving a pension pursuant to Article II of this Plan.

(9) "Pensioner" means a 1950 Pensioner or 1974 Pensioner.

(10) "1950 Pension Trust" means the trust established pursuant to the National Bituminous Coal Wage Agreement of 1974 to fund the 1950 Pension Plan.

(11) "1974 Pension Trust" means the trust established pursuant to the National Bituminous Coal Wage Agreement of 1974 to fund this Plan.

(12) "Trustees" means the Trustees of the 1974 Pension Trust, who shall be named fiduciaries pursuant to Section 402 of ERISA and the Plan Administrator, as that term is defined in that Act; provided, however, that the 1974 Pension Trust may be amended to designate other or additional named fiduciaries under said Trust and the Plan.

(13) For a 1974 Participant, "Credited Service" means signatory and nonsignatory service determined pursuant to Article IV. For a 1950 Participant, "Credited Service" means signatory and nonsignatory service determined pursuant to Article X.

(14) "Hour of Service" shall mean, with respect to a 1974 Participant, each hour for which the 1974 Participant is directly or indirectly paid or entitled to be paid by the Employer (a) for the performance of duties or (b) on account of a period of time during which no duties are performed due to vacation, holiday, illness, sickness and accident, incapacity, layoff, bereavement, jury duty, military duty or leave of absence; or (c) time spent performing contractual obligations such as safety inspections and mine committee work, even though such time off is not paid for by the Employer, provided that:

(1) except for hours of service credited on account of a period during which a 1974 Participant is eligible to receive benefits under Article IV(B)(3), no more than 501 hours of service shall be credited to a 1974 Participant on account of a single continuous period during which the 1974 Participant performed no duties;

(2) no credit shall be given for payments made or due under a plan maintained solely for the purpose of complying with the applicable worker's compensation or unemployment compensation or disability insurance laws or payments which solely reimburse a 1974 Participant for medically related expenses incurred by the 1974 Participant; and

(3) hours of service shall be credited for back pay for the period for which such back pay was awarded, irrespective of mitigation of damages, either awarded or agreed to by the Employer to the extent such back pay represents payment for hours which are required to be taken into account. However, no hours of service shall be credited for back pay if such hours were previously credited. The determination of hours of service for reasons other than the performance of duties shall be made in accordance with the applicable rules of the regulations prescribed by the Secretary of Labor under 29 C.F.R. Part 2530.200b-2(b).

(15) "UMWA" or "Union" shall mean the United Mine Workers of America.

(16) "Hours Worked" shall mean (a) each hour for which an employee who is a 1974 Participant is paid, or entitled to payment, for the performance of duties for the Employer during the calendar year, and (b) hours for which back pay, irrespective of mitigation of damages, is awarded or agreed to by an Employer, to the extent that such award or agreement is intended to compensate an Employee for periods which the Employee would have been engaged in a performance of duties for the Employer. Time spent performing contractual obligations such as safety inspections and mine committee work and periods of time when the 1974 Participant is eligible to receive sickness and accident benefits shall be included as hours worked.

(17) "Construction Industry Service" means, with respect to a 1974 Participant,

(a) all periods of service after June 20, 1985 with a Construction Employer that involves work related to the development, expansion or alteration of coal mines; and

(b) all periods of signatory and nonsignatory service before July 1, 1985, if the 1974 Participant's last such service before July 1, 1985 was for a Construction Employer.

(18) "Electing Miner" means a 1974 Participant who has irrevocably chosen to opt out of the 1974 Pension Plan pursuant to the provisions of Article XXB(d)7 of the 2011 NBCWA.

(19) "New Inexperienced Miner hired on or after January 1, 2012" refers to a miner described in Article XX(3A) of the National Bituminous Coal Wage Agreement of 2011.

(20) "Supplemental Pension Contributions" shall mean the contributions to the United Mine Workers of America Cash Deferred Savings Plan of 1988 as described in Article XXB (d) of the 2011 NBCWA. "Years of Supplemental Pension Contributions" shall mean the

number of years an Electing Miner or a New Inexperienced Miner hired on or after January 1, 2012 has received Supplemental Pension Contributions to the United Mine Workers of America Cash Deferred Savings Plan of 1988. "Supplemental Pension Contribution Hours" shall mean the number of Supplemental Pension Contribution hours received by an Electing Miner or a New Inexperienced Miner hired on or after January 1, 2012 for the United Mine Workers of America Cash Deferred Savings Plan of 1988.

B. When Retirement Occurs

For the purposes of this Plan, in the case of any Participant, retirement shall be considered to occur on the last day of credited service, within the meaning of Article IV or Article X, whichever is applicable, provided that on such day he was eligible for an immediate or deferred pension under this Plan or under the 1950 Pension Plan.

C. Attainment of Age

For the purposes of this Plan, a Participant shall be deemed to have attained an age as of 12:01 A.M. on the respective anniversary date of the Participant's birth.

ARTICLE II – ELIGIBILITY OF 1974 PENSIONERS

A. Age 55 Retirement

Any 1974 Participant who (a) has at least 10 years of signatory service or at least twenty years of credited service, including the required amount of signatory service as set forth in Article IV(C)(6), and (b) has attained the age of 55 years (but not the age of 62) prior to retirement shall be eligible to retire on or after July 1, 2011, and shall upon his retirement (hereinafter "Age 55 Retirement") be eligible for a pension.

B. Normal Retirement

(1) Any 1974 Participant shall be eligible to retire on or after July 1, 2011, and shall upon his retirement (hereinafter "Normal Retirement") be eligible for a pension, provided such 1974 Participant has attained the normal retirement date which shall be the earlier of --

(a) a 1974 Participant's attainment of age 62 years and completion of at least 10 years of signatory service or at least 20 years of credited service, including the required amount of signatory service as set forth in Article IV(C)(6), or

(b) the later of --

- (i) the time a 1974 Participant attains age 65, or
- (ii) the 5th anniversary of the time the 1974 Participant became employed in signatory service.

(2) In determining the time the 1974 Participant became employed in signatory service (for purposes of Article II(B)(I)(b)(ii)), any employment of a 1974 Participant in signatory service who is not entitled to a pension under Article II (A) or (E) (Age 55 Retirement or Deferred Vested Retirement) shall be disregarded if it precedes a period of consecutive one-year breaks in signatory service and the number of consecutive one-year breaks in signatory service equals or exceeds the greater of

- (a) five, or
- (b) the aggregate number of years of signatory service before such breaks.

In addition to the foregoing, any employment prior to a period of consecutive one-year breaks in signatory service shall be disregarded unless the 1974 Participant completes 1,000 hours (or 800 hours worked on the weekend/holiday crew of a signatory Employer as provided in Appendix C of the 2011 NBCWA) of signatory service within a 12-month period after the breaks in signatory service. Such aggregate number of years of signatory service before any period of consecutive one-year breaks in signatory service shall be deemed not to include any years of signatory service not required to be taken into account under this subparagraph by reason of any prior break in signatory service. For purposes of Article II(B)(I)(b)(ii), a year of signatory service shall be calculated on the basis of a calendar year and in the manner specified in Article IV; a break in signatory service shall be defined in accordance with the terms of Article II(G)(3); and nonclassified signatory service shall be disregarded unless it immediately precedes or follows classified signatory service with the same Employer.

C. Disability Retirement

A 1974 Participant who (a) has at least 10 years of signatory service prior to retirement, and (b) becomes totally disabled as a result of a mine accident occurring on or after July 1, 2011, shall, upon retirement (hereinafter "Disability Retirement"), be eligible for a pension while so disabled. A 1974 Participant shall be considered to be totally disabled only if by reason of such accident such 1974 Participant is subsequently determined to be eligible for Social Security Disability Insurance Benefits under Title II of the Social Security Act or its successor.

Effective January 1, 2012, (i) a New Inexperienced Miner first hired on or after January 1, 2012 who becomes permanently and totally disabled as a result of mine accident occurring on or after January 1, 2012 and has received Supplemental Pension Contributions for at least 10 years, and (ii) an Electing Miner who becomes permanently and totally disabled as a result of a mine accident occurring on or after his opt-out date and has received 1974 Pension Plan credit hours and Supplemental Pension Contribution Hours which, when combined, total at least 10 years, are eligible upon termination of employment for a Disability Retirement pension while so disabled. A New Inexperienced Miner first hired on or after January 1, 2012 and an Electing Miner shall be considered totally disabled only if by reason of such accident such New Inexperienced Miner or Electing Miner is subsequently determined to be eligible for Social Security Disability Insurance Benefits under Title II of the Social Security Act or its successor.

When a 1974 Participant, New Inexperienced Miner first hired on or after January 1, 2012 or Electing Miner who has been receiving a disability pension under this Section C recovers sufficiently to become ineligible for Social Security disability benefits or is disqualified because of earnings, the Trustees shall implement procedures to determine the 1974 Participant's, such New Inexperienced Miner's or Electing Miner's ability to perform classified work in the industry. The continuance of a disability pension shall be based on medical evidence that supports the 1974 Participant's, such New Inexperienced Miner's or Electing Miner's inability to be employed in classified work in the industry.

If such 1974 Participant, New Inexperienced Miner first hired on or after January 1, 2012 or Electing Miner is medically certified as able to perform classified work in the industry, he will no longer be eligible for a disability pension.

D. Minimum Disability Retirement

Any 1974 Participant who (a) has less than 10 years of signatory service prior to retirement and (b) becomes totally disabled as a result of a mine accident occurring on or after July 1, 2011, shall, upon retirement (hereinafter "Minimum Disability Retirement") be eligible for a pension while so disabled. A 1974 Participant shall be considered to be totally disabled only if by reason of such accident such 1974 Participant is subsequently determined to be eligible for Social Security Disability Insurance Benefits under Title II of the Social Security Act or its successor.

Effective January 1, 2012, (i) a New Inexperienced Miner first hired on or after January 1, 2012 who becomes permanently and totally disabled as a result of mine accident occurring on or after January 1, 2012 and has received Supplemental Pension Contributions for less than 10 years, and (ii) an Electing Miner who becomes permanently and totally disabled as a result of a mine accident occurring on or after his opt-out date and has received 1974 Pension Plan credit hours and Supplemental Pension Contribution Hours which, when combined, total less than 10 years, are eligible upon termination of employment for a Minimum Disability Retirement pension while

so disabled. A New Inexperienced Miner first hired on or after January 1, 2012 and an Electing Miner shall be considered totally disabled only if by reason of such accident such New Inexperienced Miner or Electing Miner is subsequently determined to be eligible for Social Security Disability Insurance Benefits under Title II of the Social Security Act or its successor.

When a 1974 Participant, New Inexperienced Miner first hired on or after January 1, 2012 or Electing Miner who has been receiving a disability pension under this Section D recovers sufficiently to become ineligible for Social Security disability benefits or is disqualified because of earnings, the Trustees shall implement procedures to determine the 1974 Participant's, such New Inexperienced Miner's or the Electing Miner's ability to perform classified work in the industry. The continuance of a disability pension shall be based on medical evidence that supports the 1974 Participant's, such New Inexperienced Miner's or Electing Miner's inability to be employed in classified work in the industry.

If such 1974 Participant, New Inexperienced Miner or Electing Miner is medically certified as able to perform classified work in the industry, such 1974 Participant, New Inexperienced Miner or Electing Miner will no longer be eligible for a disability pension.

E. Deferred Vested and Special Retirement

(1) Any 1974 Participant who ceases working in a classified job for an Employer for any reason, except as provided in (2), (3), or (4) below, and who is not eligible to receive a pension under any other provision of this Article II, shall be eligible for a pension (hereinafter "Deferred Vested Pension"), upon attaining age 62, or at the election of the 1974 Participant, such 1974 Participant shall be eligible for a reduced pension beginning at any time after attaining age 55, provided

(a) the 1974 Participant's last day of Credited Service is on or after July 1, 2011, but prior to attainment of age 55;

(b) the 1974 Participant has

(i) at least 10 years of signatory service, or for a 1974 Participant with one hour of service on or after the date set by law for a five-year vesting schedule, at least 5 years of signatory service, or

(ii) at least 20 years of Credited Service as set forth in Article IV(C)(6).

(2) Any 1974 Participant who ceases working in a classified job for an Employer, who is not eligible to receive a pension under any other provision of this Article II,

shall be eligible for a pension (hereinafter "Deferred Vested Pension-Enhanced 1996") upon attaining age 62, or at the election of the 1974 Participant, such 1974 Participant shall be eligible for a reduced pension beginning at any time after attaining age 55, calculated pursuant to Article III A(5)(b), provided:

(a) the 1974 Participant's last day of Credited Service is on or after July 1, 2011, but prior to attainment of age 55;

(b) the 1974 Participant had 20 years of signatory service on the date last worked;

(c) the 1974 Participant had been laid off and had not refused recall to the mine from which the 1974 Participant was laid off; or

(d) he had been terminated under Article III, Section (j) of the Wage Agreement (or if the 1974 Participant had not been terminated, there had been a deterioration in physical condition which prevented the 1974 Participant from performing the 1974 Participant's regular work as determined by a panel of three physicians, if the degree of physical deterioration is disputed by the Trustees) and was not employed in the coal industry thereafter; and

(e) the 1974 Participant's pension benefits are not in pay status on or before August 16, 1996.

Within a reasonable period of time after such 1974 Participant's employment has ceased, an appropriate written notice of eligibility and other relevant data will be provided.

(3) Any 1974 Participant who, on or after July 1, 2011, ceases working in a classified job for an Employer and who is not eligible to receive a pension under any other provision of this Article II shall be eligible for a pension (hereinafter "Special Permanent Layoff Pension"), calculated pursuant to Article III A(5)(b), using the 1974 Participant's actual Credited Service and an assumed age of 55, provided:

(a) the 1974 Participant's last day of Credited Service is on or after July 1, 2011, but prior to attainment of age 55;

(b) the 1974 Participant had 20 years of signatory service as of his last day of Credited Service;

(c) (i) the 1974 Participant was permanently laid off under circumstances in which his Employer has permanently closed the mine, or

(ii) the 1974 Participant was permanently laid off, meaning that he was on layoff status for at least 180 days, and had not refused a recall to the mine from which he was laid off;

In the case of a layoff described in (c)(i) above, the pension will be effective on the first day of the first month following both the layoff and the filing of a pension application. In the case of a layoff described in (c)(ii) above, the pension will be effective on the first day of the first month following both a period of 180 days after the layoff and the filing of a pension application.

Notwithstanding the foregoing, in the case of a 1974 Participant who earned no hours of credited signatory service during the period beginning November 1, 1997 and ending June 17, 1998, and who subsequently returned to active employment on or after June 18, 1998, in addition to meeting the requirements stated above, prior to satisfying Paragraph (4)(c), above, such 1974 Participant must either:

(d) have earned at least 250 hours of credited signatory service, or

(e) have returned to active employment as the result of a recall determined by the Trustees to have been to fill a bona fide job opening, and not for the purpose of entitling the 1974 Participant to this Special Permanent Layoff Pension benefit.

(4) Any 1974 Participant who, on or after January 1, 2003 ceases working in a classified job for an Employer shall be eligible for a pension (hereinafter "30-and-Out Pension"), calculated pursuant to Article III A(5)(b), but with no actuarial reduction on account of age, provided:

(a) the 1974 Participant's last day of Credited Service is on or after January 1, 2003; and

(b) the 1974 Participant had at least 30 years of signatory service on such last day of Credited service;

(c) if, because of a layoff, he was not actively at work as of December 31, 2001:

(i) he earned at least 250 hours of credited signatory service following his return to work, or

(ii) he returned to active employment as the result of a recall determined by the Trustees to have been to fill a bona fide job opening, and not for the purpose of entitling the 1974 Participant to this 30-and-Out Pension benefit.

F. Nonduplication

(1) A 1974 Participant shall be entitled to receive a pension under only one of the foregoing paragraphs of this Article II with respect to any retirement.

(2) Except as provided in paragraph (F)(3) of this Article II, any person whose retirement occurs on or before December 31, 1975, shall not be entitled to receive pension benefits under this Article, but shall be entitled only to receive such benefits as may be provided under Article VIII.

(3) Any person who (a) retires on or before December 31, 1975, (b) at the time of retirement is entitled to or, upon attaining age 55 would be entitled to, a pension benefit under the 1950 Pension Plan, and (c) is again employed for at least 250 hours in a classified job for an Employer after December 31, 1975, shall upon subsequent retirement (or, if later, upon attaining age 55) be eligible for a pension only under this Article and not under Article VIII, in the amount hereinafter specified. The amount of pension for a 1974 Participant described in this paragraph shall be the sum of the amount of pension to which such 1974 Participant would be entitled upon attaining age 55 under the 1950 Pension Plan prior to its merger with this Plan if he had not been employed in a classified job for an Employer after December 31, 1975, plus the excess of (i) over (ii) where (i) is the pension to which such 1974 Participant would be entitled except for this paragraph under Article III(A)(2) based upon all years of Credited Service under this Plan prior to its merger with the 1950 Pension Plan and (ii) is the pension to which such 1974 Participant would be entitled under Article III(A)(2) based solely on his Credited Service prior to December 31, 1975.

G. Employment for Vesting Purposes

(1) For purposes of this Article II and except as set forth herein, all years of classified service by a 1974 Participant with Employers signatory to the bituminous coal wage agreement then in effect shall be used for purposes of any eligibility requirement of minimum signatory service under this Article. A year of service shall be calculated on the basis of a calendar year and in accordance with the terms of Article IV(A).

Notwithstanding the foregoing, a New Inexperienced Miner first hired on or after January 1, 2012 shall not receive any vesting, signatory or credited service under the 1974 Pension Plan except as provided in Paragraphs C and D of this Article II and Article III D.

Notwithstanding the foregoing and subject to the terms of Article XX B (d)7 of the 2011 NBCWA, an Electing Miner shall continue to receive only vesting credit after the date

of his election to opt out of the 1974 Pension Plan for purposes of eligibility for vesting into pension benefits under this Article II and Article III D and, after his election, shall receive no signatory or credited service under the 1974 Pension Plan.

(2) For purposes of this Article II, years of nonclassified signatory service in the coal industry by a 1974 Participant after May 28, 1946, for Employers signatory to the bituminous coal wage agreement then in effect shall be used for purposes of any eligibility requirement of minimum signatory service provided that:

(a) the nonclassified signatory service with an Employer immediately preceded or followed classified signatory service with the same Employer;

(b) credit for nonclassified service shall not be given for any calendar year in which the 1974 Participant completed less than 1,000 hours of such service, as defined under Article I(A)(15);

(c) all years of service before age 18 shall be disregarded;

(d) all years of service performed before January 1, 1971, shall be disregarded unless the 1974 Participant completed at least three years of employment after December 31, 1970;

Provided further that, if the employee has not earned a non-forfeitable right to a pension:

(e) all years of service prior to a break in service shall be disregarded unless the employee completes 1,000 hours (or 800 hours worked on the weekend/holiday crew of a signatory Employer as provided in Appendix C of the 2011 NBCWA) of service within a 12-month period after the break;

(f) all years of service prior to any period of consecutive one-year breaks in service shall be disregarded if the number of such consecutive one-year breaks equals or exceeds the greater of (i) five, or (ii) the aggregate number of years of service before such breaks shall be deemed not to include any years of service not required to be taken into account under this subparagraph by reason of any prior break in service.

(3) For purposes of Article II(G)(2) and II(B)(2), an employee shall incur a break in service for any calendar year in which such Employee completes not more than 500 hours (or 400 hours worked on the weekend/holiday crew of a signatory Employer as provided in Appendix C of the 2011 NBCWA) of service; provided that, in the case of an Employee who is absent from work for any period --

- (a) by reason of the pregnancy of the Employee,
- (b) by reason of the birth of a child of the Employee,
- (c) by reason of the placement of a child with the Employee in connection with the adoption of such child by such Employee, or
- (d) for purposes of caring for such child for a period beginning immediately following such birth or placement, the Employee shall be considered to have completed the hours of service which otherwise would normally have been credited to him but for such absence, subject to the limitation set forth in Article I A(15)(l). The preceding sentence shall be applicable only in the year in which the Employee's absence from work begins, if the Employee would be prevented from incurring a one-year break in service in such year solely because of the application of the preceding sentence, or in any other case, in the immediately following year. No credit will be given to an Employee pursuant to this subparagraph unless the Employee furnishes to the Trustees such timely information as they may reasonably require to establish that the absence from work is for reasons referred to in (a), (b), (c), or (d) above, and the number of days for which there was such an absence.

(4) The provisions of this paragraph shall be interpreted and construed in accordance with the requirements of ERISA and the regulations issued thereunder.

(5) Service after June 30, 1985 with a Construction Employer shall be used for purposes of paragraph G(1), only if the United Mine Workers of America 1985 Construction Workers Pension Plan grants 1974 Participants credit for the same purposes under that plan for service with Employers, other than Construction Employers, except that a year of service shall be calculated on the basis of a calendar year and in accordance with the terms of Article IV.

H. Electing Miner

An Electing Miner shall accrue no additional signatory service after his opt-out date and his opt-out date shall be his last day of credited service. An Electing Miner shall continue to earn only vesting credit from the 1974 Pension Plan for purposes of eligibility for vesting into pension benefits from the 1974 Pension Plan. Upon the retirement of an Electing Miner, the retirement benefit per month per year of service shall be the amount of the retirement benefit per month per year of service as of the Electing Miner's opt-out date. In no event will earning additional vesting credit for pension benefits pursuant to this paragraph increase the pension benefit to be paid to an Electing Miner, except for any required early retirement adjustments based on the type of pension benefit. Notwithstanding the foregoing, the disability pension for an Electing Miner shall be based on the calculation of the number of combined years he has received 1974 Pension Plan credit hours and Supplemental Pension Contribution Hours.

An Electing Miner's opt-out date shall be the last day of the month in which the Electing Miner completed the Plan's opt-out application.

ARTICLE III – 1974 PENSIONERS - AMOUNT OF PENSION AND DEATH BENEFIT

A. Retirement On or After July 1, 2011

A pension granted to a 1974 Participant who retires on or after July 1, 2011, pursuant to Article II shall consist of a pension amount payable in monthly installments provided in accordance with the provisions of this Article III as set forth below. In no event, however, shall the annual retirement benefit payable to a 1974 Participant exceed the limitation of Section 415 of the Internal Revenue Code of 1986 and any regulations promulgated thereunder.

(1) Age 55 Retirement Pension

(a) A deferred pension, commencing after attainment of age 62, computed under the provisions of paragraph 2 below; or, at the election of the 1974 Participant, (b) an immediate pension, equal to the deferred pension to which the 1974 Participant could have been eligible under (a) above had the 1974 Participant so elected, reduced by 1/4 of one percent (1%) for each full month (3 percent (3%) per year) between the date on which pension benefits began and the date on which 1974 Participant attains age 62.

(2) Normal Retirement Pension

For retirements occurring during the 2011 Wage Agreement the amount of pension for Normal Retirement shall be determined as follows:

(a) for each year of credited non-signatory service as defined herein, \$28.00 per month;

(b) for each of the first 10 years of credited signatory service earned prior to February 1, 1989, \$54.50 per month;

(c) for each year of credited signatory service in excess of 10 years but not to exceed 20 years earned prior to February 1, 1989, \$55.00 per month;

(d) for each year of credited signatory service in excess of 20 years but not to exceed 30 years earned prior to February 1, 1989, \$55.50 per month;

(e) for each year of credited signatory service in excess of 30 years earned prior to February 1, 1989, \$56.00 per month.

(f) The retirement benefit for a year of credited signatory service earned from February 1, 1989 to January 31, 1990, is \$62.00 per month.

(g) The retirement benefit for each year of credited signatory service earned from February 1, 1990 to December 16, 1993, is \$66.50 per month.

(h) The retirement benefit for each year of credited signatory service earned from December 16, 1993 is \$69.50 per month.

Proportional credit shall be allowed for any fractional years of credited service pursuant to Article IV hereof. Periods of Construction Industry Service shall be taken into account solely to determine whether the amount specified in clause (a), (b), (c), (d), or (e) is to be used in determining the amount of pension that is earned for a given period of Credited Service. In any year for which two of clauses (a), (b), (c), (d), or (e) would apply, if a 1974 Participant has both Credited Service and Construction Industry Service, the amount determined under each clause shall be equal to the amount that would be determined if Construction Industry Service in that year were considered service under this Plan, multiplied by a fraction, the numerator of which is the 1974 Participant's hours of service under this Plan for that year and the denominator of which is the sum of such hours and the 1974 Participant's hours of Construction Service for that year.

(3) Disability Retirement Pension

Subject to (4) below for a 1974 Participant whose disabling accident occurs after July 1, 2011, the pension payment shall be computed under the provisions of paragraph (2) above. In the case of a 1974 Participant who has both Construction Industry Service and Credited Service, the amount of pension under this subparagraph (3) shall be based only on the 1974 Participant's years of Credited Service and shall be determined in the same manner as under Article III.A.(2).

The disability pension for a New Inexperienced Miner first hired on or after January 1, 2012 shall be based on the calculation of his Years of Supplemental Pension Contributions. The disability pension for an Electing Miner shall be based on the calculation of the number of combined years he has received 1974 Pension Plan credit hours and Supplemental Pension Contribution Hours.

(4) Minimum Disability Retirement Pension

The amount of pension for Minimum Disability Retirement shall be \$250 per month for disabilities occurring on or after July 1, 2011. In any case in which a 1974 Participant entitled to pension for Minimum Disability Retirement has both Credited Service and Construction Service, the amount of pension under this subparagraph (4) shall be equal to the amount otherwise payable under this subparagraph, multiplied by a fraction, the numerator of which is the number of years of Credited Service and the denominator of which is the sum of the number of years of Credited Service and the number of years of Construction Industry Service.

(5) Deferred Vested Pension

(a) The amount of a deferred vested pension (Article II E(1)) shall be a pension, commencing on or after attainment of age 62, computed under the provisions of Subsection A(2) of this Article III, or, at the 1974 Participant's election, between ages 55 and 62 with the pension payable reduced to its actuarial equivalent pursuant to Appendix A; provided, however, that in the case of any 1974 Participant with at least (20) years of credited service, such pension shall not be reduced to less than \$200.00 per month effective July 1, 2011.

(b) The amount of a deferred vested pension (Article II E(2)) shall be a pension, commencing on or after attainment of age 62, computed under the provisions of Subsection A(2) of this Article III, or, at the 1974 Participant's election, between ages 55 and 62 with the pension computed under the provisions of Subsection A(1) of this Article III.

B. Pension Amounts Based on Prior Plan Amendments

(1) Increases in pensions under Plan amendments effective December 16, 1993 and August 16, 1996 are not applicable to 1974 Participants whose employment was terminated prior to December 16, 1993, and who will become eligible for only a deferred vested pension (II E(1)). Increases in pensions under Plan amendments effective August 16, 1996 are not applicable to 1974 Participants whose employment was terminated on or after December 16, 1993, and whose pension benefits are in pay status on or before August 16, 1996.

(2) (a) Any 1974 Participant not described in clause (b) whose pension is in pay status as of October 31, 2011, shall be issued by November 1, 2011 a one-time single sum payment of \$580.

(b) Any 1974 Participant whose disability retirement pursuant to Article II C or D is in pay status as of October 31, 2011, shall be issued by November 1, 2011 a one-time single sum payment of \$455.

(c) Any Surviving Spouse whose benefit under Article VI is in pay status as of October 31, 2011 shall be issued by November 1, 2011 a one-time single sum payment of \$455.

(d) Any qualified surviving spouse whose benefit under Article VII is in pay status as of October 31, 2011 shall be issued by November 1, 2011 a one-time single sum payment of \$455.

(e) The one-time single sum payments provided for herein and under Article IX are not intended as an ongoing feature of this Plan, and the Plan shall have no obligation to provide payments of this type other than those expressly provided for above.

C. Application for Pension and Commencement, Suspension and Termination of Pensions

Payments of pensions shall be subject to the following:

(1) The first payment on any pension shall be made as soon as possible after an application for pension has been received and shall be for the month following the month in which the 1974 Participant retires (Article I B) and becomes eligible for a pension in accordance with Article II; provided, however, that in the case of a deferred pension pursuant to Article III(A)(I) or a deferred vested pension pursuant to Article III(A)(5) (other than a Special Permanent layoff Pension pursuant to Article II E(3)), such payment shall be for the later of (a) the month specified by the 1974 Participant in his application for pension if such month is subsequent to the month in which such 1974 Participant attains age 55, or (b) the month in which the application for pension is received, but not later than the month following the month in which such 1974 Participant attains age 62.

(2) The last payment shall be for the month in which the pensioner dies.

(3) Pension payments shall be payable on the first day of each month at the pensioner's last address of record.

(4) Pension payments shall be suspended for any month in which the pensioner is employed, subsequent to commencement of such payments, in the bituminous coal industry, in the same trade or craft (trade or craft shall mean the coal mining industry), and in the same geographic area covered by this Plan. The provisions of this paragraph shall be interpreted in accordance with any regulations issued pursuant to Sections 203(a)(3) and (B) of ERISA.

(5) Any 1974 Participant who continues to be employed by an Employer after retirement shall not be entitled to receive pension benefits under this Plan until such time as such

1974 Participant is no longer employed by an Employer; provided, however, that benefit payments shall commence not later than April 1 of the calendar year following the calendar year in which the 1974 Participant attains age 70-1/2.

D. Death Benefit

(1) Except as otherwise provided herein, a death benefit shall be paid to the named beneficiary of (a) any 1974 Pensioner (other than a 1974 Pensioner receiving a deferred vested pension based on less than 20 years of credited service or a Pensioner receiving a pension based in whole or in part on years of service credited under the terms of Article 11 G), (b) a New Inexperienced Miner first hired on or after January 1, 2012, who is no longer in active employment in the bituminous coal industry and who has 20 years of service as defined in Article XX(9)(c)(d) and (e) of the 2011 NBCWA, and (c) an Electing Miner who is no longer in active employment in the bituminous coal industry and who has 20 years of service as defined in Article XX(9)(c)(d) and (e) of the 2011 NBCWA, whose death occurs on or after July 1, 2011, and who meet the requirements of paragraph (2) of this section. The death benefit shall be equal to \$8,500 if the named beneficiary of such 1974 Pensioner, New Inexperienced Miner or Electing Miner described in (a), (b), and (c) above is the surviving spouse or dependent. In any other case, the death benefit shall be equal to \$7,000. Effective July 1, 2013 the death benefit shall be equal to \$10,000 if the named beneficiary of such 1974 Pensioner, New Inexperienced Miner or Electing Miner described in (a), (b), and (c) above is the surviving spouse or dependent. In any other case, the death benefit shall be equal to \$8,500. The death benefit provided under this section shall not be payable if any other death or life insurance benefit is paid on behalf of such 1974 Pensioner, New Inexperienced Miner or Electing Miner described in (a), (b) and (c) above from any other Plan maintained by an Employer. Notwithstanding any other provision herein, this Plan amendment providing for increases in the death benefit shall be effective July 1, 2013.

(2) A 1974 Pensioner, a New Inexperienced Miner first hired on or after January 1, 2012, and an Electing Miner meets the requirements of this paragraph only if he is not entitled to death benefit coverage from a plan maintained by his former Employer and he meets one of the following conditions:

(i) the 1974 Pensioner is a participant in the 1992 UMWA Benefit Plan;

(ii) the 1974 Pensioner, New Inexperienced Miner first hired on or after January 1, 2012, or Electing Miner is a participant in the UMWA 1993 Benefit Trust;

(iii) the 1974 Pensioner is a participant in an individual employer plan maintained pursuant to section 9711 of the Internal Revenue Code and whose last signatory employer ceased producing and/or processing coal prior to December 16, 1993;

(iv) the 1974 Pensioner was entitled to death benefit coverage from this Plan on June 30, 2011 (or would have been had he been retired or eligible to retire on that date); or

(v) the last signatory employer (the Employer for whom the 1974 Pensioner, New Inexperienced Miner first hired on or after January 1, 2012, or Electing Miner last worked in signatory classified employment) is a current contributor to this Plan and is signatory either to the National Bituminous Coal Wage Agreement of 2011 or to an agreement (including prior agreements, where applicable) requiring a contribution obligation with respect to this Plan that is identical to the applicable contribution obligation set forth in the National Bituminous Coal Wage Agreement of 2011 (or prior National Bituminous Coal Wage Agreements, where applicable).

(3) The death benefit provided under this section shall not be payable with respect to any 1974 Pensioner who was an eligible beneficiary of the United Mine Workers of America Combined Benefit Fund described in section 9703(f) of the Internal Revenue Code of 1986, as amended by the Coal Industry Retiree Health Benefit Act of 1992, whose death occurs on or after February 1, 1993.

(4) For purposes of this section, the term "dependent" shall mean any person described in (a) through (e), below, as of the date of death of the 1974 Pensioner, New Inexperienced Miner first hired on or after January 1, 2012, or Electing Miner. A person shall be considered to have been a dependent of a 1974 Pensioner, New Inexperienced Miner first hired on or after January 1, 2012, or Electing Miner if such 1974 Pensioner, New Inexperienced Miner or his spouse, provided over one-half of the support to such person on a regular basis.

(i) a spouse who is living with or being supported by the 1974 Pensioner, New Inexperienced Miner first hired on or after January 1, 2012, or Electing Miner;

(ii) an unmarried dependent child of the 1974 Pensioner, New Inexperienced Miner first hired on or after January 1, 2012, or Electing Miner, who has not attained age 22;

(iii) a parent of a 1974 Pensioner, New Inexperienced Miner first hired on or after January 1, 2012, or Electing Miner or of such 1974 Pensioner's, New Inexperienced Miner's or Electing Miner's spouse, if the parent has been dependent upon and living in the same

household (residence) as the 1974 Pensioner, New Inexperienced Miner first hired on or after January 1, 2012, or Electing Miner, for a continuous period of at least one year;

(iv) an unmarried dependent grandchild of a 1974 Pensioner, New Inexperienced Miner first hired on or after January 1, 2012, or Electing Miner or of such 1974 Pensioner's, New Inexperienced Miner's or Electing Miner's spouse, who has not attained age 22, and is living in the same household (residence) with such 1974 Pensioner, New Inexperienced Miner or Electing Miner; and

(v) a dependent child (of any age) of a 1974 Pensioner, New Inexperienced Miner first hired on or after January 1, 2012, or Electing Miner or of such 1974 Pensioner's, New Inexperienced Miner's or Electing Miner's spouse, who is mentally retarded or who becomes disabled prior to attaining age 22, and such disability is continuous, and who is either living in the same household with such 1974 Pensioner, New Inexperienced Miner or Electing Miner, or is confined to an institution for care or treatment.

ARTICLE IV – 1974 PENSIONERS - CREDITED SERVICE

A. Nonsignatory Service

Subject to the limitations in paragraph C of this Article IV, credited service is a period during which the 1974 Participant meets the requirements of subparagraphs (1), (2), (3) or (4) below. Any credited service shall be nonsignatory service unless it qualifies as signatory service pursuant to Article IV(B) hereof.

(1) A 1974 Participant shall receive credit for a year of service for any calendar year in which he worked, subsequent to December 31, 1936, as an employee in a job classified in the then existing bituminous coal wage agreement for an employer in the coal industry for at least 1,000 hours of service, with credit given for the next lowest 1/4 year in the event any employee works less than 1,000 hours of service as follows:

750-999 hours,	3/4 year
500-749 hours,	1/2 year
250-499 hours,	1/4 year
249 hours or less,	0

With respect to any period of such service for which records of hours of service are not available or it is not feasible in light of the administrative and cost difficulties involved to compile a record

of service, an applicant shall be deemed to have worked a thousand hours of service if the employee received wages in an amount equal to the product of (i) the lesser of 125 days or 1/2 the average number of days the bituminous mines in the United States were active, multiplied by (ii) the daily basic rate paid in the bituminous coal industry for that year; provided that for any year for which information is not available as to the average number of days the mines were active, the available data for the nearest year next preceding shall be used; provided further that if an applicant earned less than the minimum amount required for a year of service, credit for service shall be given to the next lowest 1/4 year in the manner indicated with respect to hours of service.

(2) A 1974 Participant shall receive credit for a year of service for any calendar year in which the 1974 Participant worked, prior to January 1, 1937, as an employee in a job classified in the then existing coal wage agreement for an Employer in the bituminous coal industry, in a minimum of at least six (6) months during a calendar year, provided that if the applicant worked in less than six (6) months, credit for service shall be awarded to the next lowest one-fourth (1/4) year, based upon service in six (6) months equaling a year's service.

(3) A 1974 Participant shall receive credit for a year of service for any calendar year in which the 1974 Participant received state worker's compensation payments pursuant to an award as a result of an occupational disease or injury sustained in the mine while regularly employed in a classified job under the bituminous coal wage agreement then in effect; provided, in the case of occupational disease, the 1974 Participant had been so employed by an Employer signatory to the Wage Agreement then in effect for at least ten (10) years after May 28, 1946. Credit shall be given up to a maximum of four (4) years service credit from date of injury, or from the date of last employment in case of occupational disease, provided the 1974 Participant did not work regularly (earned at least \$200 per month) during the compensable period. Benefits awarded pursuant to the Federal Coal Mine Health and Safety Act of 1969 shall be deemed "state worker's compensation payments" within the meaning of this section, only if the miner was last regularly employed in the coal industry after the enactment date of the Act, December 30, 1969, in a classified job under the bituminous coal wage agreement then in effect, and had been so employed by an operator signatory to the agreement for at least ten (10) years after May 28, 1946. In no event shall any service be credited under this paragraph (3) with respect to periods after December 6, 1974.

(4) Effective December 12, 1994, a 1974 Participant shall receive service credit for any period of service in the military service of the United States, to the extent required by section 414(u) of the Internal Revenue Code.

B. Signatory Service

Credited signatory service is:

(1) (a) For any calendar year prior to January 1, 1978, service as defined in paragraph A(l) hereof during which a 1974 Participant worked as an employee in a classified job for an Employer signatory to the bituminous coal wage agreement then in effect.

(b) For purposes of determining eligibility for a pension (vesting) under Article II, service for any calendar year subsequent to December 31, 1977 during which a 1974 Participant works as an employee in a classified job for an Employer signatory to the bituminous coal wage agreement then in effect, computed based on hours of service as defined in Article I A(14) as follows:

Hours of Service During a Calendar Year as a Classified Employee for a Signatory Employer	Percentage of a Year of Credited Signatory Service
249 or less	0%
250 - 499	25%
500 - 749	50%
750 - 999	75%
1,000 or more	100%

Notwithstanding the foregoing, a classified Employee working on the weekend/holiday crew of a signatory Employer as provided in Appendix C of the National Bituminous Coal Wage Agreement of 2011 shall receive credit for a percentage of a year calculated in accordance with the following schedule:

Hours Worked On Weekend/Holiday Crew	Percentage of a Year of Signatory Service
less than 200	0
200-399	25%
400-599	50%
600-799	75%
800 or more	100%

A Classified Employee who earns both regular hours and weekend/holiday crew hours during a calendar year, but who earns fewer than 1,000 hours in total for the year, may combine the partial credits earned under each of the schedules shown above.

Special Rule for 1993 -- For the calendar year 1993, a classified Employee who participated in an authorized strike following expiration of the 1988 Wage Agreement, or who was laid off as a direct result of such an authorized strike, and who worked at least 500 hours will receive credit for a full year of signatory service.

(c) For purposes of determining the amount of pension, under Article III, service for any calendar year subsequent to December 31, 1977, during which a 1974 Participant works as an employee in a classified job for an Employer signatory to the bituminous coal wage agreement then in effect, computed based on hours worked as defined in Article I A(16) as follows:

Hours of Service During a Calendar Year as a Classified Employee for a Signatory Employer	Percentage of a Year of Credited Signatory Service
249 or less	0%
250 – 499	25%
500 – 749	50%
750 – 999	75%
1,000 or more	100%

Notwithstanding the foregoing, a classified Employee working on the weekend/holiday crew of a signatory Employer as provided in Appendix C of the National Bituminous Coal Wage Agreement of 2011 shall receive credit for a percentage of a year calculated in accordance with the following schedule:

Hours Worked On Weekend/Holiday Crew	Percentage of a Year of Signatory Service
less than 200	0
200-399	25%

400-599	50%
600-799	75%
800 or more	100%

A Classified Employee who earns both regular hours and weekend/holiday crew hours during a calendar year, but who earns fewer than 1,000 hours in total for the year, may combine the partial credits earned under each of the schedules shown above.

Special Rule for 1993 -- For the calendar year 1993, a classified Employee who participated in an authorized strike following expiration of the 1988 Wage Agreement, or who was laid off as a direct result of such an authorized strike, and who worked at least 500 hours will receive credit for a full year of signatory service.

(2) Service prior to December 6, 1974, as defined in paragraph A(3) hereof during which a 1974 Participant received state worker's compensation payments if such payments are pursuant to an award as a result of an occupational disease or injury awarded after May 28, 1946, and if the 1974 Participant was last regularly employed prior to such service as an employee in a classified job for an Employer signatory to the bituminous coal wage agreement then in effect.

(3) Service during which a 1974 Participant receives or is eligible to receive weekly Sickness and Accident Benefits pursuant to Article XI of the National Bituminous Coal Wage Agreement of 1974, as amended from time to time, and any successor agreements thereto. Service shall be computed at a rate of 8 hours for each regularly scheduled work day, or if greater than 8 hours, then at a rate equal to the number of hours, for each regularly scheduled work day, that the 1974 Participant would have worked under an alternate work schedule under Article IV(c) of the Wage Agreement.

(4) A 1974 Participant who retires on or after March 27, 1978, shall receive credit for a year of service for any calendar year (including calendar years prior to 1978) in which he rendered service as an employee of the United Mine Workers of America (UMWA) in the coal industry immediately following regular employment in a classified job under the bituminous coal wage agreement then in effect; provided that the 1974 Participant does not, or is not eligible to, receive a pension or other retirement income from the UMWA. Credit or service with the UMWA shall be computed in the same manner as:

(a) credit is computed for service prior to 1937, as described in paragraph A(2) hereof, or

(b) credit is computed for service under the pension plan of the UMWA, whichever is greater, for service prior to January 1, 1978.

Credit for service after December 31, 1977, shall be computed in the same manner as credit is computed for service under the pension plan of the UMWA.

In no event shall a 1974 Participant receive credit under this paragraph (4) while receiving a pension under this Plan.

Notwithstanding anything in this paragraph (4) to the contrary, a 1974 Participant,

- (a) who is not employed in a classified job for an Employer on March 27, 1978, or
- (b) who is not employed by the UMWA on March 27, 1978, or
- (c) who had retired prior to March 27, 1978, and was eligible to receive, or upon application would have been eligible to receive, a pension under the 1950 Pension Plan, the 1974 Pension Plan or a retirement plan of the UMWA prior to March 27, 1978, shall not receive signatory service credit for the years of UMWA employment described above if it occurred prior to March 27, 1978, unless such 1974 Participant is re-employed in a classified job and
 - (1) obtains at least 3 years of credited service after March 27, 1978, or
 - (2) ceases to be employed in the classified job or employed by the UMWA as the result of
 - (i) nonoccupational disability or accident
 - (ii) occupational injury for which the 1974 Participant receives worker's compensation, or
 - (3) dies after March 27, 1978 at a time when the 1974 Participant is employed in a classified job for an Employer or when employed by the UMWA.

(5) Service as defined in paragraph A(4) hereof during which a 1974 Participant served in the military service of the United States, provided that the classified employment referred to therein (both before and after military service) is for an Employer signatory to the bituminous coal wage agreement then in effect and provided further, however, that for military service credited after December 31, 1974, the 1974 Participant returned to work in a classified job within ninety (90) days after the date of separation from the military service or such longer period as may be allowed by law.

(6) Service (within the meaning of paragraph A(l) hereof) by an employee in a classified job for an Employer not signatory to the bituminous coal wage agreement then in effect if (i) such service is continuous, (ii) such Employer becomes a signatory to the bituminous coal wage agreement after the effective date as a result of recognizing the UMWA as the bargaining representative of its employees, (iii) the employee is working in a classified job with such Employer at the time such Employer becomes signatory to the bituminous coal wage agreement, and (iv) such employee remains in a classified job with such Employer during the twenty-four month period immediately following the date on which such Employer becomes signatory to the bituminous coal wage agreement; provided, however, that not more than ten (10) years of nonsignatory service may be recognized or awarded as signatory service to any person pursuant to this paragraph (6).

(7) Notwithstanding anything to the contrary in this Article IV or this Plan, a New Inexperienced Miner first hired on or after January 1, 2012 shall not earn any vesting, signatory or credited service under this Article IV or this Plan and an Electing Miner shall not earn any signatory or credited service under this Article IV or this Plan on or after his opt-out date.

C. Additional Rules Concerning Credited Service

(1) Except as provided in Article IV(B)(6), employment after April 1, 1971, will not constitute credited service under paragraph A(l) hereof unless such employment was in a classified job for an Employer.

(2) A 1974 Participant shall not be credited with more than one year of service for any calendar year by reason of any combination of the rules of this Article IV.

(3) The maximum number of years of nonsignatory service which may be included in the credited service of any 1974 Participant retiring after December 31, 1981 shall be the number of years by which twenty years exceeds such 1974 Participant's signatory service, but not in excess of ten years.

(4) No credit for service shall be awarded a 1974 Participant for any period in which such 1974 Participant was directly connected with the ownership, operation or management of a mine; provided, however, that in the case of any 1974 Participant who received credit for such service before July 1, 1974, under the terms of the pension plan program established under the United Mine Workers of America Welfare and Retirement Fund of 1950, credit shall be awarded for any period prior to July 1, 1975, in which the 1974 Participant worked as an employee in a classified job in a mine in which such 1974 Participant had no controlling interest, as a member of a cooperative or gang-working crew which shared the profits and losses, and which was operated under the bituminous coal wage agreement then in effect; and provided further, that in the case of a 1974 Participant who received credit for service before July 1, 1974, under the terms of the pension plan program established under the United Mine Workers of America Welfare and Retirement Fund of 1950, credit for signatory service shall be awarded for any period prior to July 1, 1975, during which such 1974 Participant worked in a classified job pursuant to an agreement to produce coal for a signatory coal company which exercised control over the operation of the mine and was responsible for royalty payments on such coal produced to the 1974 Pension Trust or its predecessor.

(5) The following maximum years of nonsignatory service may be included in credited service under this Plan:

Date of Retirement	Maximum Years of Nonsignatory Service
January 1, 1978 to December 31, 1978	13
January 1, 1979 to December 31, 1979	12
January 1, 1980 to December 31, 1980	11
January 1, 1981 and thereafter	10

(6) Subject to Article II E(1)(b)(i), a 1974 Participant with less than ten years of signatory service shall not be entitled to receive a pension under paragraph (A), (B), or (E) of Article II unless such 1974 Participant has at least twenty years of credited service, including at least the following minimum number of years of signatory service:

Date of Retirement	Years of Signatory Service Required
January 1, 1978 to December 31, 1978	Seven (7) years

January 1, 1979 to December 31, 1979	Eight (8) years
January 1, 1980 to December 31, 1980	Nine (9) years
January 1, 1981 and thereafter	Ten (10) years

(7) Except as provided in Article V, service credits shall not be accrued subsequent to the effective date of pension payments.

(8) In the case of any 1974 Participant, except a 1974 Participant covered under Article IV B(4), the last day of credited service shall be the last day on which the 1974 Participant works as an employee in a classified job for an Employer, unless such 1974 Participant continues to accrue credited service during the period for which such 1974 Participant receives or is eligible to receive weekly sickness and accident benefit pursuant to Article XI of the Wage Agreement, in which case the last day of credited service shall be the last day for which such sickness and accident benefits are paid or would have been paid. For a 1974 Participant covered under Article IV B(4), the last day of credited service shall be the later of the last day as determined in the preceding sentence or the last day the 1974 Participant worked for the UMW.

(9) In the case of an Electing Miner, his last day of credited service shall be his opt-out date, which is the last day of the month in which the Electing Miner completed the Plan's opt-out application.

(10) An employee who is regularly employed in a classified job for an Employer and who performs supervisory duties on a temporary basis for not more than 120 work days during any consecutive period of 12 months, shall be deemed to be employed in a classified job during the days on which the 1974 Participant performs such supervisory duties.

(11) Notwithstanding anything to the contrary in this Article IV or this Plan, a New Inexperienced Miner first hired on or after January 1, 2012 shall not earn any vesting, signatory or credited service under this Article IV or this Plan and an Electing Miner shall not earn any signatory or credited service under this Article IV or this Plan on or after his opt out date.

D. Construction Industry Service

(1) Notwithstanding anything to the contrary, and except for purposes of Article II.C and II.D and as provided by Article II.G, no Construction Industry Service of a 1974 Participant shall be considered Credited Service under this Plan.

(2) In any case in which a 1974 Participant has both Construction Industry Service and at least one hour of service creditable under paragraphs B or C of this Article for any year beginning after December 31, 1985, the 1974 Participant's Credited Service for that year shall be determined by multiplying the Credited Service the 1974 Participant would be entitled to if Construction Industry Service were considered service under this Article by a fraction, the numerator of which is the 1974 Participant's hours of service creditable under this Article for that year and the denominator of which is the sum of such hours and the 1974 Participant's hours of Construction Industry Service for that year.

(3) In any case in which, after June 30, 1985, and before January 1, 1986, a 1974 Participant has both Construction Industry Service and at least one hour of service creditable under the provisions of paragraphs B or C of this Article, the 1974 Participant's Credited Service for that year shall be equal to the sum of his Credited Service for the period beginning January 1, 1985, and ending June 30, 1985, and a fraction of what his Credited Service would be for the period beginning July 1, 1985 and ending December 31, 1985, if Construction Industry Service were considered service under this Article. Such fraction is determined by dividing the 1974 Participant's hours of service under paragraphs B and C of this Article by the sum of such hours of service and the 1974 Participant's hours of Construction Industry Service.

(4) Notwithstanding subparagraph D.(2) or D.(3), the Credited Service of a 1974 Participant for a year in which either subparagraph applies shall not exceed one minus the portion of a year for which the 1974 Participant receives credit for accrual purposes under the United Mine Workers of America Construction Workers Pension Plan. If, in any year, a 1974 Participant receives one year of credit for accrual purposes under the United Mine Workers of America Construction Workers Pension Plan, he shall not be entitled to any Credited Service for such year.

ARTICLE V – REEMPLOYMENT OF 1974 PENSIONERS AFTER ATTAINMENT OF PENSION ELIGIBILITY

A. Any 1974 Participant who has been retired and receiving a pension under this Plan and who shall be reemployed in a classified job by an Employer shall, for the purpose of calculating any subsequent pension benefits to which such 1974 Participant may become entitled, upon subsequent retirement, be granted a pension equal to the sum of the pension such 1974 Participant was previously receiving plus the excess of (i) over (ii) where (i) is the pension to which such 1974 Participant would be entitled at the time of such retirement, based upon all years of Credited Service under the Plan and (ii) is the pension to which such 1974 Participant would be entitled at the time of such retirement, based solely on Credited Service at the time of his previous retirement.

B. Any 1974 Participant eligible for a deferred vested pension under this Plan whose shall be reemployed in a classified job by an Employer prior to the commencement of pension benefit shall, for the purpose of calculating any subsequent pension benefits to which he may become entitled, be granted his credited service applicable to the deferred vested pension plus his credited service accrued after such reemployment.

C. Any 1974 Participant who is reemployed in a classified job by an Employer after attainment of eligibility for a deferred vested pension under this Plan, whose employment is subsequently terminated and who at that time is not eligible for a pension under any provision of Article II by reason of Article IV(C)(6), shall be considered to be eligible for the deferred vested pension for which such 1974 Participant was eligible prior to such reemployment and upon application for pension the date of retirement shall be considered to be the date of retirement which would, upon application for pension, have been applicable to the deferred vested pension for which such 1974 Participant was eligible prior to such reemployment.

ARTICLE VI – 1974 PENSIONERS - SURVIVING SPOUSE BENEFIT

A. (1) Except as provided in paragraph (B) of this Article, a Surviving Spouse Benefit is provided for any 1974 Participant who (a) has retired and is receiving a pension under this Plan, except a 1974 Participant receiving a deferred vested pension who has not completed at least twenty years of credited service, (b) has not retired but at the date of his death otherwise met the eligibility requirements for an immediate pension under Article II(A), (B), (C), (D) or (E)(4) under this Plan, or (c) has attained age 55 with at least twenty years of credited service and who has retired and is entitled to elect an immediate pension under Article II(A), II(B) or II(E) at the date of death.

(2) The amount of such benefit shall be equal to 75% of the amount of the 1974 Participant's pension at the time of death or, in the event the 1974 Participant dies after age 55 at a time when such 1974 Participant was eligible to elect a pension or to retire and receive a pension under Article II, but prior to the receipt of a pension, 75% of the amount of the pension such 1974 Participant would have received if such 1974 Participant had elected a pension or retired and become entitled to a pension as of the date immediately preceding the date of death.

(3) The Surviving Spouse Benefit will not be effective unless the 1974 Participant and the spouse have been married throughout the nine-month period ending on the earlier of the participant's annuity starting date or the date of the participant's death, unless such nine-month requirement would be waived for purposes of determining entitlement to widow's or widower's insurance benefits under the Social Security Act.

(4) Payment to an eligible spouse will commence as of the first of the month following the month in which the 1974 Participant's death occurs and the final payment shall be made for the month in which the spouse's death occurs.

B. (1) Any 1974 Participant who is not employed in a classified job for an Employer on December 6, 1974, is not covered for a Surviving Spouse Benefit under this Article unless such 1974 Participant (a) obtains at least three years of credited service after such date, or (b) had ceased to be employed in a classified job as a result of (i) layoff, (ii) nonoccupational disability or accident, or (iii) occupational injury for which such 1974 Participant was receiving workers' compensation, or (c) such 1974 Participant dies at a time when he is employed in a classified job for an Employer.

(2) Any 1974 Participant who retires on or before December 31, 1975, and is again employed in a classified job for an Employer after such retirement, is not covered for a Surviving Spouse Benefit under this Article unless (a) such 1974 Participant obtains at least three years of credited service after such reemployment or (b) unless such reemployment ceases as a result of (i) layoff, (ii) nonoccupational disability or accident, or (iii) occupational injury for which worker's compensation benefits were awarded, or (c) such 1974 Participant dies while employed in a classified job for an Employer.

C. (1) A Surviving Spouse benefit is provided for any 1974 Participant who completed at least ten years of credited service, who died as a result of a mine accident during the term of the National Bituminous Coal Wage Agreement of 1978 or 1981, and who was not in Construction Industry Service at the time of the mine accident. The amount of such Surviving Spouse benefit shall be a lump sum in the amount of \$10,000, plus \$100.00 a month beginning with the month of February, 1998 and for each month thereafter during the spouse's eligibility. The final payment shall be made for the month in which the spouse's death (or if earlier, the spouse's remarriage) occurs.

(2) The Surviving Spouse Benefit will not be effective unless (a) the 1974 Participant and the spouse were married throughout the nine-month period ending on the earlier of the participant's annuity starting date or the date of the participant's death, unless such nine-month requirement would be waived for purposes of determining entitlement to widow's or widower's insurance benefits under the Social Security Act; (b) the spouse was never eligible for a monthly benefit under this Plan or under any other plan or provision under a Wage Agreement; and (c) the spouse has never remarried and is surviving on February 1, 1998.

ARTICLE VII – 1974 PENSIONERS - JOINT AND SURVIVOR ANNUITIES

A. Notwithstanding any other provision of this Plan, if a 1974 Participant qualifies for a pension under this Plan, but is not covered by a Surviving Spouse Benefit, the Pension

benefit otherwise provided to such 1974 Participant shall be reduced actuarially pursuant to Appendix B, and 50% of such reduced pension benefit will be continued, after the death of the 1974 Participant, for the life of any qualified surviving spouse; provided, however, that such 1974 Participant may elect, within the election period specified in Paragraph C(1) below, and subject to the requirement of Paragraph D below, not to take a joint and survivor annuity as provided for in this Article and instead to receive a pension benefit for life only.

B. If a 1974 Participant has completed 5 years of signatory service for vesting purposes, calculated pursuant to Article II (G), is not covered by a Surviving Spouse Benefit, and dies before he is entitled to elect or elects to receive a pension benefit, the qualified surviving spouse shall be entitled to receive a survivor's benefit in the form of an annuity for life in an amount equal to 75% of the pension benefit the decedent would have received if the decedent had --

- (1) separated from service on the date of death,
- (2) survived to age 55 (in the case of a decedent who died before attaining age 55),
- (3) retired with an immediate Joint and Survivor Annuity as provided for in this Article at age 55, (or, if later on the date before the decedent's date of death).
- (4) died on the day after the day on which the decedent would have attained age 55 (in the case of a decedent who died before attaining age 55).

Payment to a qualified spouse under this paragraph will commence on the first of the month following the month in which the decedent would have attained age 55 (or, if later, the first of the month following the month of the decedent's death) and the final payment shall be for the month in which the spouse's death occurs. Notwithstanding the foregoing, payment to a surviving spouse of a 1974 Participant who died prior to age 55, but while eligible for an immediate pension benefit, will commence on the first of the month following the month of the 1974 Participant's death. The benefit shall be calculated as set forth herein, but as if the 1974 Participant had retired with an immediate Joint and Survivor Annuity on the date before the date of his death.

C. (1) The "election period" in the case of an election to waive the Joint and Survivor Annuity described in Paragraph A shall be the 180-day period ending on the date of the commencement of benefits. Not less than 30 days and not more than 180 days prior to the date of the commencement of benefits, the Trustees shall furnish the 1974 Participant (a) a general description or explanation of the qualified Joint and Survivor Annuity, the circumstances in which it will be provided unless the 1974 Participant elects not to have benefits provided in that

form, the availability of such election and the right to revoke such election, and the rights of the 1974 Participant's spouse; and (b) a general explanation of the relative financial effect of such election on the 1974 Participant's pension. In the event a 1974 Participant elects not to receive a Joint and Survivor Annuity, such election shall not become effective if the 1974 Participant dies within a period of two years beginning on the date of such election.

(2) A 1974 Participant may revoke any election made pursuant to this Article at any time during the applicable election period.

D. An election made under this Article shall not take effect unless--

(1) the spouse of the 1974 Participant consents in writing to such election, and the spouse's consent acknowledges the effect of such election and is witnessed by a Plan representative or a notary public, or

(2) It is established to the satisfaction of the Trustees that the consent required under subparagraph (1) may not be obtained because there is no spouse, because the spouse cannot be located, or because of such other circumstances as the Trustees may by law consider.

E. A qualified surviving spouse shall be any spouse who has been married to the 1974 Participant for at least nine months prior to the earlier of the participant's annuity starting date or the date of the participant's death, unless such nine-month requirement would be waived for purposes of determining entitlement to widow's or widower's insurance benefits under the Social Security Act.

F. Except as provided in Paragraph B above, payment to a qualified surviving spouse under this Article will commence as of the first of the month following the month in which the 1974 Participant's death occurs, and the final payment shall be made for the month in which the spouse's death occurs.

ARTICLE VIII – ELIGIBILITY OF 1950 PENSIONERS

A. Continuation of Pension Under 1950 Fund

A 1950 Participant entitled to receive a pension benefit on the effective date pursuant to the eligibility rules of the United Mine Workers of America Welfare and Retirement Fund of 1950 shall be eligible for a pension under this Article.

B. Persons Retiring Before 1976

A 1950 Participant who ceased or ceases to perform classified work for an Employer prior to December 31, 1975 (whether or not re-employed in a classified job for an Employer after December 31, 1975), and was not eligible for pension benefits under the 1974 Pension Plan prior to its merger with the 1950 Pension Plan, shall be eligible for a pension under this Article if he has:

(1) Attained the age of fifty-five (55) years, and,

(2) Either completed twenty (20) years of Credited Service, including the required amount of signatory service as set forth in Article X (C) (4) or completed at least ten (10) years of signatory service, including at least three (3) years of signatory service after December 31, 1970.

C. Disability Pensions

A 1950 Participant who is not otherwise eligible for a pension benefit hereunder who became totally disabled prior to the effective date as the result of a mine accident, after May 29, 1946, while employed in a classified job for an Employer, shall be eligible for a disability pension benefit while so disabled. A 1950 Participant shall be considered to be totally disabled as the result of a mine accident only if, by reason of such accident, he is eligible for Social Security Disability Insurance Benefits under Title II of the Social Security Act or its successor.

When a 1950 Participant who has been receiving a disability pension recovers sufficiently to become ineligible for Social Security disability benefits or is disqualified because of earnings, the Trustees shall implement procedures to determine the 1950 Participant's ability to perform classified work in the industry. The continuance of a disability pension shall be based on medical evidence that supports the 1950 Participant's inability to be employed in classified work in the industry. If such 1950 Participant is medically certified able to perform classified work in the industry, he will no longer be eligible for a disability pension.

D. Nonduplication

(1) A 1950 Participant shall be entitled to receive a pension under only one of the foregoing paragraphs of this Article VIII.

(2) Any person who (a) retires on or before December 31, 1975, (b) at the time of retirement is entitled to, or upon attaining age 55 would be entitled to, a pension benefit under the 1950 Pension Plan prior to its merger with this Plan, and (c) is again employed for at least 250 hours in a classified job for an Employer after December 31, 1975, shall, upon his subsequent retirement (or, if later, upon attaining age 55), be eligible for a pension only under Article II of this Plan.

E. Employment for Vesting Purposes

For all purposes of this Article VIII, if any 1950 Participant's signatory service shall be less than the total of his years of employment in the coal industry after May 28, 1946 for Employers then signatory to the bituminous coal wage agreement then in effect (hereinafter referred to as "employment" for purposes of this Article), and if such 1950 Participant has at least three years of such employment after December 31, 1970, then such years of employment shall be used for purposes of any eligibility requirement of minimum signatory service under this Article in place of years of signatory service. Years of employment shall be computed by giving credit for one year of employment for any year for which the 1950 Participant completed 1,000 hours of employment; provided that no credit shall be given for any year in which the Participant completed less than 1,000 hours of employment; and provided further that (a) all years of employment before age 22 shall be disregarded, and (b) years of employment prior to any break in service shall be disregarded to the maximum extent permissible under Section 203(b)(3) of ERISA. The provisions of this paragraph shall be interpreted and construed in accordance with the requirements of ERISA and the regulations issued thereunder.

F. Commencement, Suspension and Termination of Pensions

Payment of pensions shall be subject to the following:

(1) The first payment on all pensions shall be made for the month following the month in which the 1950 Participant becomes eligible for a pension in accordance with Article VIII, but not earlier than the month following the month in which an application is received by the Funds.

(2) The last payment shall be for the month in which the 1950 Pensioner dies.

(3) Pension payments shall be payable on the first day of each month at the 1950 Pensioner's last address of record.

(4) Pension payments shall be suspended for any month in which the 1950 Pensioner is employed, subsequent to commencement of such payments, in the bituminous coal industry, in the same trade or craft (trade or craft shall mean the coal mining industry), and in the same geographic area covered by this Plan. The provisions of this paragraph shall be interpreted in accordance with any regulations issued pursuant to Section 203(a)(3)(B) of ERISA.

(5) Any 1950 Participant who continues to be employed by an Employer after his retirement shall not be entitled to receive pension benefits under this Plan until such time as he is no longer employed by an Employer.

ARTICLE IX – 1950 PENSIONERS - AMOUNT OF PENSION AND DEATH BENEFIT

A. 1950 Participants With 20 or More Years of Service

The pension payable to a 1950 Participant who is

(1) entitled to receive a pension under Article VIII(A) hereof, or

(2) entitled to receive a pension under Article VIII(B) hereof and has at least twenty (20) years of Credited Service, including the required amount of signatory service as set forth in Article X(C)(4) hereof, shall be \$425 per month.

B. 1950 Participants With Less Than 20 Years of Service

As of February 1, 1988, the monthly pension payable under this Plan to a 1950 Participant who

(1) is entitled to receive a pension under Article VIII(B) hereof, and

(2) has more than ten (10) but less than twenty (20) years of signatory service, shall be an amount computed by multiplying \$250 by a fraction, the numerator of which shall be the years of signatory service (to the nearest 1/4 year) credited to such 1950 Participant and the denominator of which shall be 20. The monthly pension is increased by \$15 effective January 1, 1998, by \$15 effective January 1, 2002, by \$15 effective January 1, 2007, and by \$5 effective January 1, 2009.

C. Disability Pensions

As of July 1, 2011, the monthly pension payable under this Plan to a 1950 Participant entitled to receive a pension under Article VIII(C) hereof shall be \$267.50.

D. Pensions Under Article VIII(E)

The monthly pension payable under this Plan to a 1950 Participant entitled to receive a pension under Article VIII(E) hereof shall be an amount computed by multiplying \$250 by a fraction, the numerator of which shall be the years of signatory service (to the nearest 1/4 year) credited to such 1950 Participant and the denominator of which shall be 20. The monthly pension is increased effective February 1, 1988 by \$30 per month, with a second increase of \$10 per month effective February 1, 1990. The monthly pension is increased by \$15 effective January 1, 1998, by \$15 effective January 1, 2002, by \$15 effective January 1, 2007, and by \$5 effective January 1, 2009.

E. Death Benefit for 1950 Pensioners

(1) Except as otherwise provided herein, a death benefit shall be paid for any 1950 Pensioner whose death occurs on or after July 1, 2011 and who either (1) is receiving pension payments under this Trust and is eligible for health benefits under the 1992 UMWA Benefit Plan, the UMWA 1993 Benefit Plan, or a plan maintained by an employer pursuant to section 9711 of the Internal Revenue Code, or (2) has made application for and is eligible to receive such payments and benefits. The death benefit shall be equal to \$8,500 for such 1950 Pensioner with dependents at the time of his death, and \$7,000 for such 1950 Pensioner without dependents at the time of his death. Effective July 1, 2013 the death benefit shall be equal to \$10,000 for such 1950 Pensioner with dependents at the time of his death, and \$8,500 for such 1950 Pensioner without dependents at the time of his death. Notwithstanding any other provision herein, this Plan amendment providing for increases in the death benefit shall be effective July 1, 2013.

(2) For purposes of this section, the term "dependent" shall mean any person described in (a) through (e), below, as of the date of the death of the 1950 Pensioner. A person shall be considered to have been a dependent of a 1950 Pensioner if such 1950 Pensioner and his spouse provided support of a regular and substantial nature to such person.

(a) a spouse who is living with or being supported by the 1950 Pensioner;

(b) an unmarried dependent child of the 1950 Pensioner who has not attained age 22;

(c) a parent of a 1950 Pensioner or of a 1950 Pensioner's spouse, if the parent has been dependent upon and living in the same household (residence) as the 1950 Pensioner for a continuous period of at least one year;

(d) an unmarried dependent grandchild of a 1950 Pensioner or of a 1950 Pensioner's spouse who has not attained age 22, and is living in the same household (residence) with such 1950 Pensioner; and

(e) a dependent child (of any age) of a 1950 Pensioner or of a 1950 Pensioner's spouse who is mentally retarded or who becomes disabled prior to attaining age 22, and such disability is continuous, and who is either living in the same household with such 1950 Pensioner or is confined to an institution for care or treatment.

(3) The death benefit provided under this section shall not be payable for any 1950 Pensioner who was an eligible beneficiary described in section 9703(f) of the Internal Revenue Code of 1986, as amended by the Coal Industry Retiree Health Benefit Act of 1992, whose death occurs on or after February 1, 1993.

F. One-Time Single Sum Payment Based on Prior Plan Amendment

(1) Any 1950 Pensioner not described in paragraph (2) and who is not receiving a pension pursuant to Article VIII(E), whose pension is in pay status as of October 31, 2011 shall receive a one-time single sum payment of \$580, to be issued by November 1, 2011.

(2) Any 1950 Pensioner whose disability pension pursuant to Article VIII C is in pay status as of October 31, 2011 shall receive a one-time single sum payment of \$455, to be issued by November 1, 2011.

(3) Any widow of a miner whose Widow's Pension pursuant to Article XI is in pay status as of October 31, 2011, shall receive a one-time single sum payment of \$455, to be issued by November 1, 2011.

(4) Any such 1950 Participant whose pension pursuant to Article VIII(E) is in pay status as of October 31, 2011, shall receive a one-time single sum payment of \$455, to be issued by November 1, 2011.

(5) The one-time single sum payments provided for herein and under Article XII are not intended as an ongoing feature of this Plan, and the Plan shall have no obligation to provide payments of this type other than those expressly provided for above.

ARTICLE X - CREDITED SERVICE FOR 1950 PENSIONERS

A. Nonsignatory Service

Subject to the limitations in section C of this Article X, Credited Service is a period during which the 1950 Participant meets the requirements of subparagraphs (1), (2), (3), (4) or (5) below. Any Credited Service shall be nonsignatory service unless it qualifies as signatory service pursuant to Article X(B) hereof.

(1) A 1950 Participant shall receive credit for a year of service for any calendar year in which he worked, subsequent to December 31, 1936 and prior to January 1, 1976, as an employee in a job classified in the then existing bituminous coal wage agreement for an employer in the coal industry for at least 1,000 hours of service, with credit given for the next lowest 1/4 year in the event any employee works less than 1,000 hours of service as follows:

750 - 999 hours,	3/4 year
500 - 749 hours,	1/2 year
250 - 499 hours,	1/4 year
249 hours or less,	0

With respect to any period of service for which records of hours of service are not available or it is not feasible in light of the administrative and cost difficulties involved to compile a record of hours of service, an applicant shall be deemed to have worked a thousand hours of service if he received wages in an amount equal to the product of (i) the lesser of 125 days or 1/2 the average number of days the bituminous mines in the United States were active, times (ii) the daily basic rate paid in the bituminous coal industry for that year; provided that for any year for which information is not available as to the average number of days the mines were active, the available data for the nearest year next preceding shall be used; provided further that if an applicant earned less than the minimum amount required for a year of service, credit for service shall be given to the next lowest 1/4 year in the manner indicated with respect to hours of service.

(2) A 1950 Participant shall receive credit for a year of service for any calendar year in which he worked, prior to January 1, 1937, as an employee in a job classified in the then existing coal wage agreement for an employer in the bituminous coal industry, for a minimum of at least six (6) months during a calendar year, provided that if the applicant worked

less than six (6) months, credit for service shall be awarded to the next lowest one-fourth (1/4) year, based upon service in six (6) months equaling a year's service.

(3) A 1950 Participant shall receive credit for a year of service for any calendar year in which he received state workmen's compensation payments pursuant to an award as a result of an occupational disease or injury sustained in the mine while regularly employed in a classified job under the bituminous coal wage agreement then in effect, provided, in the case of occupational disease, the 1950 Participant had been so employed by an Employer signatory to the Wage Agreement then in effect for at least ten (10) years after May 28, 1946 and prior to January 1, 1976. Credit shall be given up to a maximum of four (4) years service credit from date of injury, or from the date of last employment in case of occupational disease, provided the 1950 Participant did not work regularly (earned at least \$200 per month) during the compensable period. Benefits awarded pursuant to the Federal Coal Mine Health and Safety Act of 1969 shall be deemed "state workmen's compensation payments" within the meaning of this section, only if the miner was last regularly employed in the coal industry after the enactment date of the Act, December 30, 1969, in a classified job under the bituminous coal wage agreement then in effect, and had been so employed by an operator signatory to the agreement for at least ten (10) years after May 28, 1946 and prior to January 1, 1976.

(4) A 1950 Participant shall receive credit for a year of service for any year in which he rendered service as an employee of the United Mine Workers of America in the coal industry immediately following regular employment in a classified job under the bituminous coal wage agreement then in effect; provided that the 1950 Participant returned to work in a classified job within twelve (12) months after the date of his last employment by the United Mine Workers of America; and provided further that the 1950 Participant is not covered by the pension or retirement plan of the United Mine Workers of America. Service credit for such period shall be computed in the same manner as credit is computed for service prior to 1937, as described in paragraph 2 hereof.

(5) A 1950 Participant shall receive credit for a year of service for any calendar year in which he served in the military service of the United States in any war, national emergency, or international police action, immediately following regular employment in a classified job under the bituminous coal wage agreement then in effect, provided that credit for such service shall be limited to the original period of enlistment or obligated military service; and provided further that the 1950 Participant returned to work in a classified job within twelve (12) months after his date of separation from the military service, unless he was precluded from doing so by service connected sickness, accident, or other disability, and returns to work in a classified job when no longer precluded by such disability. Service credit for the period of military service shall be computed in the same manner as credit is computed for service prior to 1937, as described in paragraph 2 above.

B. Signatory Service

Credited signatory service is:

(1) Service as defined in paragraph A(1) hereof during which a 1950 Participant worked, after May 28, 1946 and prior to January 1, 1976, as an employee in a classified job for an Employer signatory to the bituminous coal wage agreement then in effect.

(2) Service as defined in paragraph A(3) hereof during which a 1950 Participant received state workmen's compensation payments if such payments are pursuant to an award as a result of an occupational disease or injury awarded after May 28, 1946 and prior to January 1, 1976, and if the 1950 Participant was last regularly employed prior to such service as an employee in a classified job for an Employer signatory to the bituminous coal wage agreement then in effect.

(3) Service as defined in paragraph A(5) hereof during which a 1950 Participant served in the military service of the United States, provided that the classified employment referred to therein (both before and after military service) is for an Employer signatory to the bituminous coal wage agreement then in effect; and provided further, however, that for military service credited after December 31, 1974 and prior to January 1, 1976, the 1950 Participant returned to work in a classified job within ninety (90) days after his date of separation from the military service or such longer period as may be allowed by law.

C. Additional Rules Concerning Credited Service

(1) Employment after April 1, 1971 will not constitute Credited Service under paragraph A(1) hereof unless such employment was in a classified job for an Employer.

(2) No credit for service shall be awarded a 1950 Participant for any period in which he was directly connected with the ownership, operation or management of a mine; provided however, that in the case of any 1950 Participant who received credit for such service before July 1, 1974 under the terms of the pension plan program established under the UMWA Welfare and Retirement Fund of 1950, credit shall be awarded for any period prior to July 1, 1975, in which the 1950 Participant worked as an employee in a classified job in a mine in which he had no controlling interest, as a member of a cooperative or gangworking crew which shared the profits and losses, and which was operated under the bituminous coal wage agreement then in effect; and, provided further, that in the case of a 1950 Participant who received credit for service before July 1, 1974, under the terms of the pension plan program established under the UMWA Welfare and Retirement Fund of 1950, credit for signatory service shall be awarded for any period prior to July 1, 1975 during which such 1950 Participant worked in a classified job pursuant to an agreement to produce coal for a signatory coal company which exercised control

over the operation of the mine and was responsible for royalty payments on such coal produced to the 1950 Pension Trust or its predecessor.

(3) An applicant shall not be credited with more than one year of service for any calendar year by reason of any combination of the rules of this Article X.

(4) A 1950 Participant with less than ten years of signatory service shall not be entitled to receive a pension under paragraph B of Article VIII unless such 1950 Participant has at least twenty years of Credited Service, including at least the following minimum number of years of signatory service:

Date Attains Age 55	Years of Signatory Service Required
On or prior to December 31, 1976	Five (5) Years
January 1, 1977 to December 31, 1977	Six (6) Years
January 1, 1978 to December 31, 1978	Seven (7) Years
January 1, 1979 to December 31, 1979	Eight (8) Years
January 1, 1980 to December 31, 1980	Nine (9) Years
January 1, 1981 and thereafter	Ten (10) Years

(5) In the case of any 1950 Participant, the last day of Credited Service shall be the last day on which the 1950 Participant works as an employee in a classified job for an Employer, unless such 1950 Participant continues to accrue Credited Service pursuant to Article X(A)(3) or X(B)(2), in which case the last day of Credited Service shall be the earlier of (i) the last day for which state workmen's compensation payments are received, (ii) the date four years from the date of injury or the last day of work in classified job, or (iii) the last day prior to the time such 1950 Participant commenced regular employment in other than a classified job for an Employer during the compensable period.

(6) An employee who is regularly employed in a classified job for an Employer and who performs supervisory duties on a temporary basis for not more than 120 work days during any consecutive period of 12 months shall be deemed to be employed in a classified job during the days on which he performs such supervisory duties.

ARTICLE XI – 1950 PENSIONERS - WIDOW’S PENSION

A. Eligibility

A Widow’s Pension will be provided to eligible widows of miners who were receiving a pension under the 1950 Pension Plan (1950 Pensioners) at the time of the miner’s death.

B. Amount of Pension

The amount of such Widow’s Pension shall be \$175 per month.

C. Application for Widow’s Pension and Commencement and Termination of Widow’s Pension

(1) The first payment on any Widow’s Pension shall be made as soon as possible after an application for Widow’s Pension has been received and shall be for the first of the month following the date the 1950 Pensioner died, but in no event prior to March 1, 1982.

(2) The last payment shall be for the month in which the widow dies or remarries.

(3) Widow’s Pension payments shall be payable on the first day of each month at the widow’s last address of record.

D. Eligible Widows

The Widow’s Pension will not be effective unless the 1950 Pensioner and the spouse have been married throughout the nine-month period ending on the date of the 1950 Pensioner’s death or unless such nine-month period would be waived for purposes of determining entitlement to widow’s insurance benefits under the Social Security Act. Any widow who remarries subsequent to the 1950 Pensioners death shall not be eligible.

E. Survivor Annuities

(1) Joint and Survivor Annuity Option

If a 1950 Participant had at least one hour of service under the 1950 Pension Plan on or after September 2, 1974, and begins receiving his pension on or after July 1, 2011, he may elect to receive his pension in the form of a 50% joint and survivor annuity in lieu of a Widow's Pension for his qualified surviving spouse, unless the Widow's Pension to which his spouse would be entitled upon his death is greater than the amount of the survivor's annuity. If this option is elected, the pension benefit otherwise provided to the 1950 Participant shall be actuarially reduced, and 50% of such reduced pension benefit will be continued after the death of the 1950 Participant for the life of his qualified surviving spouse. The actuarial reduction of the 1950 Participant's pension benefit shall be sufficient to assure that the actuarial value of the 50% joint and survivor annuity does not exceed the actuarial value of the pension benefit that would otherwise be provided to the 1950 Participant for his lifetime. A qualified surviving spouse is a spouse who was married to the 1950 Participant throughout the 1-year period ending on the date the Participant's pension commenced, as provided in Article VIII F(1).

The period for electing the joint and survivor annuity option shall be a period of at least 30 days and no more than 180 days following the furnishing of all applicable information relating to the option, and shall not end prior to the commencement of benefits; provided, however, a 1950 Participant may elect to waive the requirement that the written explanation be provided at least 30 days before the commencement of benefits if the distribution commences more than 7 days following the furnishing of all applicable information.

(2) Pre-Retirement Survivor Annuity

If a 1950 Participant had at least one hour of service under the 1950 Pension Plan on or after September 2, 1974, and dies on or after July 1, 2011 prior to the commencement of his pension, his eligible surviving spouse shall receive the benefit she would have received had the 1950 Participant elected such 50% joint and survivor annuity option and begun receiving his pension on the day prior to his death. An eligible surviving spouse is a spouse who was married to the 1950 Participant throughout the 1-year period ending on the date of his death..

ARTICLE XII – MISCELLANEOUS

A. Determination of Eligibility

The Trustees or such other named fiduciaries as may be properly designated shall have full and final determination as to all issues concerning eligibility for benefits.

B. General

(1) The Trustees are authorized to promulgate rules and regulations to implement this Plan, and those rules and regulations shall be binding upon all persons dealing with and Participants claiming benefits under this Plan.

(2) No benefit payable under this Plan shall be subject in any way to alienation, sale, transfer, assignment, pledge, attachment, garnishment, execution or encumbrance of any kind, and any attempt to accomplish the same shall be void. Notwithstanding the foregoing, the Plan shall comply with any qualified domestic relations order, as that term is defined in ERISA, and with any written authorization by a Participant or beneficiary made pursuant to paragraph (19) of this section.

(3) The Employers and the Union, by joint action, reserve the right at any time and from time to time to modify or amend in whole or in part any or all of the provisions of this instrument or to terminate this Plan, without reopening or otherwise affecting the integrity of any other provision of the Wage Agreement, by a written agreement between the Employers and the Union, provided, however, that:

(a) this Plan shall not be amended in such manner as would cause or permit any part of the assets in the 1974 Pension Trust to be diverted to purposes other than the exclusive benefit of the Participants and their beneficiaries;

(b) this Plan shall not be amended to deny to a Participant retroactively any benefits to which such Participant was entitled under this Plan, unless such amendment is necessary to conform this Plan to, or to satisfy the conditions of, any law, governmental regulations or ruling;

(c) the Employers and the Union have delegated to the Trustees the authority and responsibility to make certain changes and amendments as set forth in Article XX(g)(4) of the National Bituminous Coal Wage Agreement of 2011, as amended from time to time, and any successor agreements to that specific Agreement; and

(d) Any written agreement executed by the Union shall be signed by the International President.

(4) Upon the termination of this Plan or the complete discontinuance of contributions to the 1974 Pension Trust, this Plan shall remain in force and effect for the period necessary to complete the payment of benefits in accordance with the terms of this Plan to the extent assets in the 1974 Pension Trust are available to pay such benefits.

(5) Forfeitures arising from the operation of the Plan shall not be used to increase the benefits which otherwise would be received under this Plan.

(6) Any Participant or beneficiary whose claim for benefits under this Plan has been denied shall be:

(a) provided with adequate notice in writing setting forth the specific reasons for such denial, written in a manner calculated to be understood by the Participant; and

(b) afforded a reasonable opportunity for a full and fair review of the decision denying the claim by an appropriate named fiduciary or a person properly designated to carry out such responsibility.

(7) The Trustees are hereby authorized to allocate fiduciary responsibilities in any manner permitted pursuant to section 405(c) of ERISA and to appoint an investment manager or managers as permitted by section 402(c) of ERISA.

(8) Contributions to the 1974 Pension Trust to fund the benefits under this Plan shall be paid solely by the Employers in accordance with Article XX of the National Bituminous Coal Wage Agreement of 2011, as amended from time to time, and any successor agreements to that specific Agreement.

(9) In the event that this Plan merges or consolidates with, or transfers some or all of its assets or liabilities to, any other plan, no Participant or beneficiary herein shall, solely on account of merger, consolidation or transfer, be entitled to an accrued benefit immediately following such event which is less than the benefit to which such Participant or beneficiary would have been entitled immediately preceding such event. In the event that this Plan transfers some of its assets and liabilities to another plan, the assets transferred shall bear the same proportion to the total Plan assets as the liabilities transferred bear to the total Plan liabilities, but in no event shall the amount of assets transferred exceed the liabilities transferred. When such transfers are to a single employer plan, they shall be accomplished in accordance with Section 4232(f) of ERISA.

(10) In the event that an Employer fails to make the contributions to the Plan required by Article XX of the National Bituminous Coal Wage Agreement of 2011, interest (calculated at a rate established by the Trustees at the beginning of each calendar year) shall accrue from the date due until the date on which payment is made. If the Trustees file suit to collect unpaid contributions, plus accrued interest, and a judgment is entered by the courts in favor of the Trustees, the judgment entered shall provide for an additional amount equal to the accrued interest as liquidated damages.

(11) Upon the termination or partial termination of the Plan, the rights of all affected Participants to benefits accrued to the date of such termination or partial termination, are nonforfeitable to the extent required by law or to the extent provided for under the National Bituminous Coal Wage Agreement of 2011.

(12) Except as otherwise provided herein, it shall be unlawful for any part of the assets held pursuant to this Plan, other than such part as is required to pay taxes and administrative expenses, to be used for, or diverted to, purposes other than for the sole and exclusive benefit of the Participants of the Plan except that in the case of a contribution which is made by an Employer by a mistake of fact, or law (other than a mistake relating to Plan qualification), such mistaken contribution may be returned to the Employer within six months after the Trustees determine that the contribution was mistakenly made.

(13) To the extent not inconsistent with the provisions hereof, the Trustees shall comply with the further requirements imposed upon them by and shall have the further powers contained in Article XX, Sections (e), (f), and (g) of the National Bituminous Coal Wage Agreement of 2011, as amended from time to time, and any successor agreements to that specific Agreement.

(14) This instrument and the 1974 Pension Trust shall be construed, regulated and administered in accordance with Federal law, and, to the extent not preempted or inconsistent with such Federal law, the laws of the District of Columbia.

(15) Any action of the Employers which may, or must, be taken hereunder may be taken only by BCOA. Any action which must be taken in writing shall be signed by the President of BCOA. In the event that BCOA ceases to exist, or in the event that more than 50% of the tonnage membership of BCOA on the Effective Date of the 2011 Wage Agreement has withdrawn prior to the time when BCOA is required or permitted to take action under this Article, then such action may be taken by a majority vote, based on tonnage, of existing Employers who were BCOA members on the Effective Date of the 2011 Wage Agreement.

(16) Any Employer who employed any Participant eligible for coverage under, or who received or receives benefits under, the 1974 Pension Plan, or any Employer who was or

is required to make, or who has made or makes contributions to the 1974 Pension Plan and Trust, is obligated and required to comply with the terms and conditions of the 1974 Pension Plan and Trust, as amended from time to time, including, but not limited to, making the contributions required under the National Bituminous Coal Wage Agreement of 1978 as amended from time to time and any successor agreements thereto, including, but not limited to, the National Bituminous Coal Wage Agreement of 2011.

(17) The Employers, the Union and the Trustees shall fully cooperate to obtain all necessary rulings and do all other acts appropriate to ensure that the 1974 Pension Plan and Trust are qualified under Section 401 of the Internal Revenue Code, and that contributions are deductible under Section 404 of the Internal Revenue Code.

(18) Notwithstanding any other provision of this Plan to the contrary, a distribution of benefits shall commence to a participant not later than the April 1 of the calendar year following the calendar year in which the Participant attains age 70 ½ and shall be distributed over the life of such Participant or over the lives of such Participant and his surviving spouse, in accordance with Section 401(a)(9) of the Internal Revenue Code and any regulations promulgated thereunder. In the event that the Participant dies before distributions have commenced hereunder, the surviving spouse shall begin to receive a distribution of the benefit, if any, to which such spouse is entitled no later than the date on which the participant would have attained age 70 ½ and shall be distributed over the life of such surviving spouse. With respect to distributions from the Plan made on and after January 1, 2003, the Plan will apply the minimum distribution requirements of Section 401(a)(9) of the Code in accordance with Treasury Regulations Sections 1.401(a)(9)-1 through 1.401(a)(9)-9 that were issued on April 17, 2002 and June 15, 2004. Required distributions shall be made regardless of whether a Participant files an application for benefits.

(19) Any Participant or beneficiary whose benefit is in pay status may voluntarily authorize the Trustees to check-off an amount from his or her monthly benefit for remittance to the UMWA of Union membership dues, including assessments, initiation fees, credit union, voluntary COMPAC contributions and other voluntary deductions, provided that any such arrangement must be terminable by the Trustees upon reasonable notice, must be revocable by the Participant at any time upon reasonable notice to the Trustees, and either:

(a) such arrangement must not permit any Participant or beneficiary to check-off an amount exceeding 10% of his or her monthly benefit; or

(b) the designated recipient must file a written acknowledgement that it has no enforceable right in or to any Plan benefit or portion thereof (except to the extent of payments actually received pursuant to the terms of the arrangement); and an agreement for such check-off is in effect between the Plan and the Union. Any check-off authorization must be in

writing, must be voluntary and must comply in all respects with the requirements of the Internal Revenue Code of 1986, as amended, ERISA, the Labor Management Relations Act of 1947, as amended, and any other applicable law.

(20) (a) Notwithstanding any provision of the plan to the contrary that would otherwise limit a distributee's election under this part, 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.

(b) An "eligible rollover distribution" is an eligible rollover distribution within the meaning of Section 402(c)(4) of the Code and, effective August 1, 2009, where applicable, Section 402(c)(11) of the Code, except that an "eligible rollover distribution" does not include:

- (i) Any distribution that is one of a series of substantially equal periodic payments (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 (10) years or more;
- (ii) Any distribution to the extent such distribution is required under Section 401(a)(9) of the Code;
- (iii) The portion of any distribution that is not includible in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to employer securities); and
- (iv) Any distribution which is made on account of hardship.

(c) Effective January 1, 2002, 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, 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 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 a qualified trust described in Section 401(a) of the Code, that accepts the eligible rollover distribution. For purposes of the direct rollover provisions in subparagraph (e) of this section 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 paid only to an individual retirement account or annuity described in Section 408(a) or (b) of the Code, to a qualified defined contribution plan described in Section 401(a) or 403(a) of the Code, or to a tax-sheltered annuity described in Section 403(b) 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. Effective January 1, 2008, an eligible retirement plan includes a Roth IRA described in Section 408A of the Code, provided the eligible rollover distribution is considered a "qualified rollover contribution" under Section 408A(e) of the Code. Effective August 1, 2009, in the case of an eligible rollover distribution to the designated beneficiary of the Participant who is not the surviving spouse of the Participant, an eligible retirement plan is an individual retirement account or individual retirement annuity.

(d) A "distributee" includes a Pensioner, a surviving spouse under Article VI, a qualified surviving spouse receiving a benefit under Article VII, and a widow receiving a Widow's Pension pursuant to Article XI. In addition, a Pensioner's surviving spouse and the Pensioner's spouse or former spouse who is an alternate payee under a qualified domestic relations order, as defined in Section 414(q) of the code, are distributees with regard to the interest of the spouse or former spouse. A "distributee" includes an individual who is a designated beneficiary of the Participant and who is not the surviving spouse of the Participant, in accordance with the provisions of Section 402(c)(11) of the Code.

(e) A "direct rollover" is a payment by the Plan to the eligible retirement plan specified by the distributee.

ARTICLE XIII - PARTICIPANTS COVERED BY A SUCCESSOR PLAN

The following individuals shall cease to be Participants in the Plan and shall not be entitled to benefits hereunder (with respect to Credited Service prior to December 6, 1977):

(1) A Participant in this Plan who retired prior to December 6, 1977, if the Participant is entitled to a pension under a plan qualified under Section 401(a) of the Internal Revenue Code and established by an employer pursuant to an agreement with the UMWA which is a successor agreement to the Western Surface Coal Wage Agreement of 1975, provided that the pension is at least as great as the pension due under the terms of this Plan in effect on December 5, 1977;

(2) A Participant in this Plan prior to December 6, 1977, who on or after December 6, 1977, is an employee of an employer which is signatory with the UMWA to a successor agreement to the Western Surface Coal Wage Agreement of 1975, if the Participant becomes a participant in a pension plan qualified under Section 401(a) of the Internal Revenue Code established by such employer pursuant to such agreement, provided that the plan gives credit for

participation, vesting and Credited Service prior to December 6, 1977, determined under the terms of this Plan in effect on December 5, 1977.

ARTICLE XIV – EMPLOYER WITHDRAWAL LIABILITY

A. As soon as practicable after an Employer's complete or partial withdrawal, the Trustees shall calculate and demand payment of withdrawal liability in accordance with Section 4219 of ERISA.

B. The Trustees shall adopt (and modify as appropriate) a reasonable interest assumption used to calculate the value of unfunded vested benefits under the Plan which will be uniformly applicable to withdrawals by all Employers.

C. The amount of unfunded vested benefits allocable to an Employer that withdraws from the Plan is the product of --

(1) the unfunded vested benefits of the Plan as of the end of the Plan year preceding the Plan year in which the Employer withdraws, less the value as of the end of such year of all outstanding claims for withdrawal liability which can reasonably be expected to be collected from Employers withdrawing before such year; multiplied by

(2) a fraction - (a) the numerator of which is the total number of hours worked for which amounts were required to be contributed by the Employer under the Plan for the last 5 Plan years ending before the withdrawal, and

(b) the denominator of which is the total number of hours worked for which amounts were required to be contributed under the Plan by all Employers for the last 5 Plan years ending before the withdrawal, decreased by the number of any hours worked for which amounts were required to be contributed to the Plan during those Plan years by Employers who withdrew from the Plan during those Plan years.

(3) "Hours worked for which amounts were required to be contributed" counted for one Plan year may not be counted for any other Plan year.

D. For purposes of determining whether a withdrawal has occurred and for purposes of assessing withdrawal liability under this Article, all employees of trades or businesses (whether or not incorporated) which are under common control shall be treated as employed by a single Employer and all such trades and businesses as a single Employer. (The preceding sentence shall not be deemed to preclude assessing liability under any other applicable law.)

E. Payment of withdrawal liability must begin within 60 days, notwithstanding any request for review or appeal of the determination of the amount of such liability, after the date on which the Trustees notify the Employer of the amount of withdrawal liability. Annual payments are to be made in twelve (12) equal installments, due on the 10th day of each month.

F. If payment is not made when due, interest on the payment shall accrue from the due date until the date on which the payment is made. Interest on delinquent payment of withdrawal liability shall be payable at the rate established by the PBGC pursuant to Section 4219(c)(6). Default will occur if the Employer fails to make payment when due and then fails to make payment within 60 days after receiving written notice from the Trustees of such failure, or as otherwise determined pursuant to Section 4219(c)(5).

G. If any Employer defaults on payment (as determined pursuant to Section 4219(c)(5)), the Trustees shall require immediate payment of the outstanding amount of withdrawal liability, plus accrued interest on the total outstanding liability from the due date of the first payment which was not timely made. If the Trustees file suit to collect the outstanding balance of withdrawal liability, plus accrued interest, and a judgment is entered by the court in favor of the Trustees, the judgment entered shall provide for an additional amount equal to 20% of the outstanding amount of withdrawal liability as liquidated damages. The Trustees shall have the authority to promulgate rules regarding default and an arbitration procedure.

H. An Employer is entitled to prepay the outstanding amount of any unpaid withdrawal liability, plus accrued interest, if any, in whole or in part, without penalty. However, if the pre-payment is made pursuant to a withdrawal which is later determined to be part of a withdrawal described in Section 4219(c)(1)(D) of ERISA, the withdrawal liability of the Employer shall not be limited to the amount of pre-payment.

I. In the event that this Plan terminates, an Employer's obligation to make payments under this Article ceases at the end of the Plan year in which the assets of this Plan (exclusive of withdrawal liability claims) are sufficient to meet all obligations of this Plan, as determined by the PBGC.

J. In conformance with Section 4208(c) of ERISA, in any Plan year following an Employer's partial withdrawal under Section 4205(a)(1) of ERISA, when the number of contribution base units with respect to which the Employer has an obligation to contribute for such year equals or exceeds 130% of the number of contribution base units with respect to which the Employer had an obligation to contribute in the partial withdrawal year, the amount of the Employer's partial withdrawal liability payment for such year shall be reduced pro rata, in accordance with PBGC regulations.

K. The presumptive partial withdrawal rules in Section 4205(a) and (b) of ERISA shall apply to this Plan.

L. A complete or partial withdrawal of an Employer (hereinafter in this section referred to as the "seller") under this Plan does not occur solely because, as a result of a bona fide, arm's-length sale of assets to an unrelated party (hereinafter in this section referred to as the "purchaser"), the seller ceases covered operations or ceases to have an obligation to contribute for such operations, if --

(1) the purchaser is, or becomes at the time of the sale, signatory to the Wage Agreement or any other collective bargaining agreement entered into with the United Mine Workers of America which provides that contributions at the same rate as contributions required under the Wage Agreement shall be made to this Plan;

(2) the purchaser has an obligation to contribute to this Plan with respect to the operations for substantially the same employees and the same number of contribution base units for which the seller had an obligation to contribute to this Plan;

(3) the purchaser provides to the Plan for a period of 5 plan years commencing with the first plan year beginning after the sale of assets, a bond or escrow deposit meeting the requirements of Section 4204 (a)(1)(B). If the Plan is in reorganization, the amount of such bond or escrow deposit shall be twice the amount provided in Section 4204 (a)(1)(B).

(4) the contract for sale provides that, if the purchaser withdraws in a complete withdrawal, or a partial withdrawal with respect to operations, during such first 5 Plan years, the seller is secondarily liable for any withdrawal liability the seller would have had to this Plan with respect to the operations (but for this section) if the liability of the purchaser with respect to this Plan is not paid.

If the purchaser --

(1) withdraws before the last day of the fifth plan year beginning after the sale, and

(2) fails to make any withdrawal liability payment when due, because of a complete or partial withdrawal, then the seller shall pay to this Plan an amount equal to the payment that would have been due from the seller but for this section.

If all, or substantially all, of the seller's assets are distributed, or if the seller is liquidated before the end of the 5 plan year period described above, then the seller shall provide a bond issued by a corporate surety company that is an acceptable surety for purposes of Section 412 of ERISA, or

an amount held in escrow by a bank or similar financial institution satisfactory to the Trustees, in an amount equal to the present value of the withdrawal liability the seller would have had but for this paragraph.

If only a portion of the seller's assets are distributed during such period, then a bond or escrow shall be required, in accordance with rules established by the Trustees, to the extent consistent with PBGC regulations.

The liability of the party furnishing a bond or escrow under the above paragraph shall be reduced, upon payment of the bond thereof.

For the purposes of this section, the liability of the purchaser shall be determined as if the purchaser had been required to contribute to this Plan in the year of the sale and the 4 plan years preceding the sale based on the same number of hours worked for which amounts were required to be contributed by the seller for such operations for such 5 plan years.

M. Special Rules Following Merger

a. Liability for a withdrawal occurring on June 30, 2007 will be calculated under the terms of the 1950 Pension Plan and the 1974 Pension Plan as they existed prior to that date, consistent with 29 C.F.R. §§ 4211.31(d), 4211.37.

b. Notwithstanding the foregoing, the amount of unfunded vested benefits allocable to an Employer that withdraws from the Plan on or after July 1, 2007 is the sum of the Employer's proportional share, if any, of the unamortized amount of the Plan's unfunded vested benefits for the plan year ending June 30, 2007 (determined under 29 C.F.R. § 4211.34 (b)) and the Employer's proportional share, if any, of the unamortized amount of the unfunded vested benefits arising after the plan year ending June 30, 2007 (as determined under 29 C.F.R. § 4211.34 (c), except using "hours worked for which amounts were required to be contributed" instead of amount of contributions or amounts required to be contributed in determining the Employer's proportional share, and using a fifteen year amortization period, as permitted in 29 C.F.R. § 4211.36(c)(2)).

N. Definitions

a. For purposes of this Article XIV, "hours worked for which amounts were required to be contributed" means all hours for which the Employer actually owed contributions to the Plan as well as all hours for which the Employer would have owed contributions to the Plan had the contribution rate been greater than 0¢ per hour.

b. For purposes of Section 4219(c)(1)(C)(i)(I) and any other provision of ERISA or this Plan requiring the use of contribution base units, for any withdrawal occurring on or after July 1, 2003, the term "contribution base units" shall have the same meaning as "hours worked for which amounts were required to be contributed."

APPENDIX A

1974 PENSIONERS

ACTUARIAL EQUIVALENCE FACTORS FOR DEFERRED VESTED RETIREMENT BENEFITS COMMENCING PRIOR TO AGE 62

The following factors are to be multiplied by the full accrued benefit payable commencing at normal retirement age 62 to yield the equivalent benefit payable commencing at the indicated age:

AGE Years	Months	Actuarial Equivalence Factor	AGE Years	Months	Actuarial Equivalence Factor
55	0	.522	56	0	.569
	1	.526		1	.573
	2	.529		2	.577
	3	.533		3	.582
	4	.537		4	.586
	5	.541		5	.590
	6	.545		6	.595
	7	.549		7	.599
	8	.553		8	.604
	9	.557		9	.608
	10	.561		10	.612
57	11	.565	58	11	.617
	0	.621		0	.680
	1	.626		1	.685
	2	.631		2	.691
	3	.636		3	.696
	4	.641		4	.702
	5	.646		5	.707
	6	.651		6	.713
	7	.655		7	.718
	8	.660		8	.724
	9	.665		9	.729
59	10	.670	60	10	.735
	11	.675		11	.740
	0	.746		0	.820
	1	.752		1	.827
	2	.758		2	.834
	3	.765		3	.841
	4	.771		4	.848

	5	.777		5	.855
	6	.783		6	.863
	7	.789		7	.870
	8	.796		8	.877
	9	.802		9	.884
	10	.808		10	.891
	11	.814		11	.898
61	0	.905	62	0	1.000
	1	.913			
	2	.920			
	3	.928			
	4	.936			
	5	.944			
	6	.952			
	7	.960			
	8	.968			
	9	.976			
	10	.984			
	11	.992			

Actuarial Basis: 95% of 1959-61 U.S. Total Male Population
Mortality Table at 5% Interest.

APPENDIX B

TABLE OF PERCENTAGES TO BE APPLIED AGAINST PENSION PAYABLE TO PARTICIPANT UNDER JOINT AND SURVIVOR ANNUITIES

	AGE OF PARTICIPANT*							
AGE OF SPOUSE*	55	56	57	58	59	60	61	62
%	%	%	%	%	%	%	%	%
50	85.1	84.2	83.3	82.3	81.2	80.2	79.1	77.9
51	85.6	84.7	83.7	82.7	81.7	80.7	79.6	78.5
52	86.0	85.1	84.2	83.2	82.2	81.2	80.1	79.0
53	86.5	85.6	84.7	83.7	82.8	81.7	80.7	79.6
54	86.9	86.1	85.2	84.3	83.3	82.3	81.2	80.1
55	87.4	86.6	85.7	84.8	83.8	82.8	81.8	80.7
56	87.9	87.1	86.2	85.3	84.4	83.4	82.4	81.3
57	88.3	87.5	86.7	85.8	84.9	84.0	83.0	81.9
58	88.8	88.0	87.2	86.4	85.5	84.5	83.6	82.6
59	89.3	88.5	87.7	86.9	86.0	85.1	84.2	83.2
60	89.7	89.0	88.3	87.4	86.6	85.7	84.8	83.8
61	90.2	89.5	88.8	88.0	87.2	86.3	85.4	84.5
62	90.7	90.0	89.3	88.5	87.7	86.9	86.0	85.1

* Age to nearest birthday.

Pension payable to qualified surviving spouse pursuant to Article VII (A) or XI (E)(1) will be equal to 50% of the Participant's Pension as reduced in accordance with the above Table. The benefit payable to a qualified surviving spouse under Article VII (B) will be equal to 75% of the 1974 Participant's Pension reduced in accordance with the above table.

IN WITNESS WHEREOF, the Employers and the Union, pursuant to proper authority, have caused this instrument, effective December 6, 1974, and amended as of July 1, 2011, to be signed by their proper officers or representatives in Washington, D.C. on this 27th day of September, 2011.

UNITED MINE WORKERS OF AMERICA

BITUMINOUS COAL OPERATORS'
ASSOCIATION, INC.

Cecil E. Roberts

International President

D. L. M. Young

President

Accepted by:

Dated:

10/25/11

Michael H. Holmud

Trustee

Dated:

10/25/11

Michael Burken

Trustee

Dated:

10/25/11

B. S. Ayler

Trustee

Dated:

10/25/11

Steven J. Schacht

Trustee

