

UNITED MINE WORKERS OF AMERICA 1974 PENSION TRUST

Amendment

WHEREAS, the United Mine Workers of America ("UMWA") and the Bituminous Coal Operators' Association, Inc. ("BCOA") are authorized, under Article XI of the UMWA 1974 Pension Trust ("the Trust") to amend the provisions of the Trust; and

WHEREAS, the UMWA and BCOA have agreed to amend the provisions of the Trust that were negotiated by the UMWA and BCOA in the National Bituminous Coal Wage Agreement ("NBCWA") of 2016, and subsequently amended.

NOW, THEREFORE,

The UMWA and BCOA hereby agree to amend Article II of the Trust to state as follows:

"The Trust shall be administered by a Board of four Trustees, two of whom shall be appointed as representatives of the Employers, and two of whom shall be appointed as representatives of the Union. The Union may remove the Trustees appointed by it, at any time and for any reason, and the Employers may remove the Trustees appointed by them, at any time and for any reason. In the event there is a vacancy on the Board of Trustees and fewer than four Trustees are appointed and serving on the Board at any given time, the Board shall continue to have the authority to take action and otherwise conduct business so long as a quorum is present.

For purposes of taking any action and all other aspects of administration under the Plan or Trust, a quorum shall consist of two of the Trustees, one of whom must be a representative of the Union, and one of whom must be a representative of the Employers; provided, however, that a quorum shall not be deemed to exist unless all then-appointed Trustees (other than those who have recused themselves) have received reasonable notice of the meeting at which any action is taken, unless such notice is waived. Any Trustee may call a meeting of the Trustees pursuant to the provisions hereof.

In the event that a meeting is held or action is taken without the participation of two Trustees appointed by the Union and two Trustees appointed by the Employers, each side (the Employer Trustees and the Union Trustees) shall be required to vote as a unit. In other cases, each Trustee will be entitled to one vote.

In the event of resignation, death, removal, inability or unwillingness to serve of a Trustee appointed by the Employers or a Trustee appointed by the Union, the Employers may appoint the successor of the Trustee originally appointed by them in accordance with the terms of Article XX of the National Bituminous Coal Wage Agreement of 2016, as amended from time to time, and any successor agreements to that specific Agreement, and the Union may appoint the successor of the Trustee originally appointed by it. Should one or more Trustees recuse themselves or otherwise be unable to act on one or more matters for any reason, the party or

parties who appointed such Trustee(s) may appoint a temporary replacement for such Trustee(s) to act with respect to that matter or matters for the duration of the applicable recusal. Any Trustee who recuses himself or herself may terminate or modify such recusal at any time provided such termination or modification of the recusal is not inconsistent with applicable law. In the event of a deadlock on the administration of the Trust Fund between the Employer Trustees and the Union Trustees, an impartial umpire shall be selected either by agreement of the Trustees, representatives of the contracting parties hereto, or by petition by either of the contracting parties hereto or by either of the two groups of Trustees to the United States District Court of the District of Columbia for the appointment of such an impartial umpire, all as made and provided in Section 302(c) of the Labor-Management Relations Act of 1947.

The Trustees so designated shall constitute the Board of Trustees to administer the Trust, as it may be amended from time to time. The Union shall designate one Trustee to serve as Chairman.

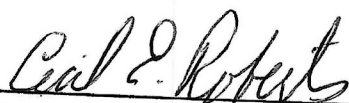
The UMWA and the BCOA may each designate a liaison representative who shall be permitted to attend Trustee meetings, to request and receive data and information relating to Fund operations, and to meet with Fund staff and representatives regarding issues relating to the Fund.

The Trustees shall retain outside co-counsel who shall serve as the legal advisors to the Fund and the Trustees. This shall not preclude the Trustees from exercising their authority to retain additional counsel as set forth in Article VI(10).

The Trust shall have its principal place of business in Washington, DC, or such other place as may be determined by the Trustees."

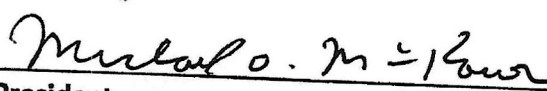
IN WITNESS THEREOF, the UMWA and BCOA, pursuant to proper authority, have caused this instrument to be signed by their proper officers or representatives on this 17 day of April 2024.

UNITED MINE WORKERS OF AMERICA



International President

**BITUMINOUS COAL OPERATORS' ASSOCIATION,
INC.**



President

**UNITED MINE WORKERS OF AMERICA
1974 PENSION PLAN AND TRUST**

Amendments

WHEREAS, the United Mine Workers of America ("UMWA") and the Bituminous Coal Operators' Association ("BCOA") are authorized, under Article XII. B. (3) of the UMWA 1974 Pension Plan ("the Plan"), to amend the provisions of the Plan; and

WHEREAS, the UMWA and BCOA are authorized, under Article XI of the UMWA 1974 Pension Trust ("the Trust"), to amend the provisions of the Trust; and

WHEREAS, the UMWA and BCOA have agreed to amend provisions in the Plan and Trust that were negotiated by the UMWA and BCOA in the National Bituminous Coal Wage Agreement ("NBCWA") of 2016.

NOW, THEREFORE,

1. The UMWA and BCOA hereby amend Article XII. B. (15) of the Plan, effective February 1, 2020, to read as follows:

(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 more than 50% of the tonnage membership of BCOA on the Effective Date of the 2016 Wage Agreement (a) are no longer members of the BCOA, (b) have ceased to have an obligation to contribute to the Trust under the NBCWA of 2016, or (c) are no longer operating the mines that were covered by the NBCWA of 2016, then such action may be taken by a majority vote, based on tonnage, of those employers who are operating such mines as of the time of such action.

2. The UMWA and BCOA hereby amend the first paragraph of Article X of the Trust to read as follows effective February 1, 2020:

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 more than 50% of the tonnage membership of BCOA on the Effective Date of the 2016 Wage Agreement (a) are no longer members of the BCOA, (b) have ceased to have an obligation to contribute to the Trust under the NBCWA of 2016, or (c) are no longer operating the mines that were covered by the NBCWA of 2016, then such action may be taken by a majority vote, based on tonnage, of those employers who are operating such mines as of the time of such action.

IN WITNESS WHEREOF, the UMWA and BCOA, pursuant to proper authority, have caused this instrument to be signed by their proper officers or representatives on this 5th day of February, 2020.

UNITED MINE WORKERS OF AMERICA

BITUMINOUS COAL OPERATORS'
ASSOCIATION, INC.



International President



President

EXECUTION COPY

UNITED MINE WORKERS OF AMERICA 1974 PENSION TRUST

Pursuant to Article XX of the National Bituminous Coal Wage Agreement of 1974, there is hereby established a trust to be known as the "United Mine Workers of America 1974 Pension Trust" (hereinafter sometimes referred to as "Trust" or "1974 Pension Trust") for the purpose of making benefit payments pursuant to the provisions of the United Mine Workers of America 1974 Pension Plan (hereinafter sometimes referred to as the "Plan" or the "1974 Pension Plan"). The provisions of said 1974 Pension Trust are effective as of December 6, 1974, and, as amended as of March 27, 1978, April 29, 1980, June 7, 1981, October 1, 1984, February 1, 1988, February 1, 1991, December 16, 1993, January 1, 1998, January 1, 2002, January 1, 2007, July 1, 2011, and August 15, 2016, are as set forth below.

The 1974 Pension Plan and Trust is a continuation of the benefit program established under the UMWA Welfare and Retirement Fund of 1950 and, effective June 30, 2007, is the surviving Plan and Trust following the merger of the United Mine Workers of America 1950 Pension Plan and the United Mine Workers of America 1950 Pension Trust with the 1974 Pension Plan and the 1974 Pension Trust.

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 Trust effective as of August 15, 2016, pursuant to the authority contained in Article XI herein, shall be given only prospective application commencing on August 15, 2016, and shall have no retroactive application whatever. The amendments effective as of August 15, 2016, 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 August 15, 2016. The terms and provisions of the 1974 Pension Trust in effect as of August 14, 2016, shall continue in effect and shall be applicable only to circumstances or events which occurred prior to August 15, 2016, and which are not governed by the amendments adopted as of August 15, 2016.

ARTICLE I

The following terms shall have the meanings herein set forth:

(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 2016. Any reference in this Trust 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 benefit payments shall be made available pursuant to this Trust or a predecessor Trust established under the bituminous coal wage agreement, (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.

(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) "Plan" shall refer to the "United Mine Workers of America 1974 Pension Plan" established pursuant to Article XX of the National Bituminous Coal Wage Agreement of 1974.

(4) "Trustees" shall mean the trustees of this Trust designated in accordance with the provisions of Article II hereof, who shall be the named fiduciaries required pursuant to Section 402 of ERISA and the Plan Administrator, as that term is defined in that Act; provided, however, that this instrument may be amended pursuant to Article XI hereof to designate other or additional named fiduciaries.

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

ARTICLE II

The 1974 Pension Trust shall be administered by a Board of four Trustees, two of whom shall be appointed as representatives of the Employers, and two of whom shall be appointed as representatives of the Union. The Union may remove the Trustees appointed by it, at any time and for any reason, and the Employers may remove the Trustees appointed by them, at any time and for any reason.

For purposes of taking any action and all other aspects of administration under the 1974 Pension Plan or Trust, a quorum shall consist of two of the four Trustees, one of whom must be a representative of the Union, and one of whom must be a representative of the Employers; provided, however, that a quorum shall not be deemed to exist unless all Trustees have received reasonable notice of the meeting at which any action is taken, unless such notice is waived. Any Trustee may call a meeting of the Trustees pursuant to the provisions hereof. The Trustees need not be physically present to constitute a quorum, but may conduct business telephonically or through similar modes of simultaneous communication. Alternatively, the Trustees may act without meeting, by written resolution signed by all Trustees.

In the event that a meeting is held or action is taken without the participation of both of the Trustees appointed by the Union and both of the Trustees appointed by the Employers, each side (the Employer Trustees and the Union Trustees) shall be required to vote as a unit. In all other cases, each Trustee will be entitled to one vote.

In the event of resignation, death, removal, inability or unwillingness to serve of a Trustee appointed by the Employers or a Trustee appointed by the Union, the Employers shall appoint the successor of the Trustee originally appointed by them in accordance with the terms of Article

XX of the National Bituminous Coal Wage Agreement of 2016, as amended from time to time, and any successor agreements to that specific Agreement, and the Union shall appoint the successor of the Trustee originally appointed by it. In the event of a deadlock on the administration of the Trust Fund between the Employer Trustees and the Union Trustees, an impartial umpire shall be selected either by agreement of the four Trustees, representatives of the contracting parties hereto, or by petition by either of the contracting parties hereto or by either of the two groups of Trustees to the United States District Court of the District of Columbia for the appointment of such an impartial umpire, all as made and provided in Section 302(c) of the Labor-Management Relations Act of 1947.

The four Trustees so designated shall constitute the Board of Trustees to administer the 1974 Pension Trust, as it may be amended from time to time. The Union shall designate one Trustee to serve as Chairman.

The UMWA and the BCOA may each designate a liaison representative who shall be permitted to attend Trustee meetings, to request and receive data and information relating to Fund operations, and to meet with Fund staff and representatives regarding issues relating to the Fund.

The Trustees shall retain outside co-counsel who shall serve as the legal advisors to the Fund and the Trustees. This shall not preclude the Trustees from exercising their authority to retain additional counsel as set forth in Article VI(10).

This Trust shall have its principal place of business in Washington, D.C., or such other place as may be determined by the Trustees.

ARTICLE III

The 1974 Pension Trust established with the Trustees hereunder is an irrevocable trust created pursuant to Section 302(c) of the Labor-Management Relations Act of 1947, which shall endure as long as the purposes for its creation shall exist. The 1974 Pension Trust consists of such sums of money and other property, acceptable to the Trustees, as from time to time shall be contributed to, held by, or paid or delivered to the Trustees and such earnings, profits, and increments thereon as may occur from time to time. All such money and other property delivered to the Trustees and all investments and reinvestments made therewith or proceeds thereof and all earnings and profits thereon, less the payments which at the time of reference shall have been made by the Trustees as authorized herein, are referred to herein as the "assets of the 1974 Pension Trust." The assets of the 1974 Pension Trust shall be held by the Trustees and dealt with in accordance with the express provisions of this instrument and the requirements of law.

The monies to be paid into the 1974 Pension Trust shall not in any manner be liable for or subject to the debts, contract, liabilities or torts of the parties entitled to such money, i.e., the beneficiaries of said 1974 Pension Trust under the terms of the instrument.

ARTICLE IV

The Trustees, or such other persons as may be properly designated pursuant to Article IX hereof, are directed and authorized (a) to hold, to invest and to reinvest the assets of the 1974 Pension Trust as provided herein; (b) to pay monies from the 1974 Pension Trust in accordance with the terms of the Plan for the purpose of distributing the benefits payable under the Plan; and (c) to pay the cost of administration of the 1974 Pension Trust as hereinafter provided.

Subject to the provisions of this Trust and the Plan, the Trustees shall have full and exclusive authority and discretion to determine all questions of coverage and eligibility, including all factual determinations, investment of trust funds, delivery of benefits, and all other related matters. They shall have full discretionary power to construe the provisions of this Agreement and Declaration of Trust and the Plan. The Trustees are empowered to promulgate such reasonable rules and regulations as they determine to be desirable for carrying out the purposes of this Trust and of the Plan.

ARTICLE V

The Trustees, or such other persons as may be properly designated pursuant to Article IX hereof, shall have full discretionary powers of management and control, of sale and resale, in fee simple or otherwise, mortgage, lease, and pledge, of the assets of the 1974 Pension Trust, and shall not be restricted to investments in securities or property of the character now or hereafter authorized by law or rules of the United States District Court for the District of Columbia. To the extent permitted by ERISA, the Trustees are authorized to invest assets of the 1974 Pension Trust in deposits described in Section 408(b)(4) of ERISA, and in common or collective trust funds or pooled investment funds, including but not limited to those described in Section 408(b)(8) of ERISA. In the event that the Trustees invest assets of the 1974 Pension Trust in a pooled investment trust which is exempt from taxation as a group trust under Sections 401(a) and 501(a) of the Internal Revenue Code (with respect to funds which equitably belong to participating trusts described in such Sections of the Code), the provisions of said pooled investment trust shall be deemed to be a part of the Plan. The assets of the 1974 Pension Trust shall be invested and reinvested, without distinction between principal and income, in securities and other forms of property, including but not limited to, real estate, corporate stocks (common and preferred), debentures, bonds and other obligations whether or not secured. The Trustees, or such other persons as may be properly designated pursuant to Article IX hereof, shall not be limited to the amount or type of any investment in relation to the amount or type of investments constituting the Trust as a whole, except as provided by ERISA.

The Trustees or such other persons as may be properly designated pursuant to Article IX hereof may, in their discretion, keep such portion of the assets of the 1974 Pension Trust in cash or cash balances as the Trustees may determine to be reasonably necessary to satisfy the current needs of the Trust.

ARTICLE VI

Neither by way of limitation nor in derogation, but in amplification of any powers granted herein, the Trustees, or such other persons as may be properly designated pursuant to Article IX hereof, are further authorized:

- (1) To purchase, sell, exchange, convey, transfer or dispose of, and also to grant options with respect to, any property, whether real or personal, at any time held by them and to make any sale, private or public;
- (2) To retain, manage, operate, repair, improve, develop, preserve, mortgage or lease for any period any real property interests or rights held by the Trustees upon such terms and conditions as the Trustees deem proper, either alone or by joining with others, using other trust assets for any of such purposes if by them deem advisable; to modify, extend, renew, or otherwise adjust any or all of the provisions of any such mortgage or lease, including the waiver of rentals, if by them deemed advisable;
- (3) To compromise, compound and settle any debt or obligations due from third persons to them or to third persons from them, as Trustees hereunder, and to reduce the rate of interest on, to extend or otherwise modify, or to foreclose upon default or otherwise enforce, any such obligations;
- (4) To vote in person or by proxy and to give general or special proxies or powers of attorney, with or without power of substitution, on any securities or other investments held by them;
- (5) To exercise any rights or options appurtenant to any securities or other property held by them for the conversion thereof into other securities or property, or to exercise any rights or options held by them to subscribe for or purchase additional securities or other property, and to make any and all necessary payments with respect to any such conversion or exercise;
- (6) To join in, dissent from or oppose, the reorganization, recapitalization, consolidation, sale or merger of corporations or properties of which they may hold stocks, bonds or other securities or in which they may be interested, upon such terms and conditions as they may deem prudent; to pay any expenses, assessments or subscriptions in connection therewith and to accept any securities or property (whether or not the Trustees would be authorized to then invest in such securities or property) which may be issued upon any such reorganization, recapitalization, consolidation, sale or merger, and thereafter to hold the same;
- (7) To make, execute, acknowledge and deliver any and all deeds, leases, mortgages, assignments, documents of transfer and conveyance and any and all other instruments that may be necessary or appropriate to carry out the powers herein granted;
- (8) To enforce any right, obligation or claim in their absolute discretion and in general to protect in any way the interest of the Trust, either before or after default with respect to any such

right, obligation or claim, and, in case they shall consider such action for the best interest of the Trust, in their absolute discretion to abstain from the enforcement of any right, obligation or claim and to abandon any property, whether real or personal, which at any time may be held by them:

(9) To borrow or raise money for the purpose of the Trust in such amount and upon such terms and conditions as in their absolute discretion they may deem advisable; and for any sums so borrowed to issue their promissory note as Trustees and to secure the repayment thereof by mortgaging or pledging all or any part of the Trust; and no person lending money to the Trustees shall be bound to see to the application of the money loaned or to inquire into the validity, expediency or propriety of any such borrowing;

(10) To employ suitable agents and counsel from time to time, and to pay them reasonable expenses and compensation;

(11) To retain without liability for depreciation any securities or property at any time purchased and/or received by the Trustees as a part of the Trust;

(12) To do all acts which may be necessary to comply with any of the requirements of ERISA or any other federal law;

(13) To enter into any and all contracts and agreements for carrying out the terms of the Plan and the 1974 Pension Trust and for the administration of such Plan and Trust; and

(14) To do all acts which they may deem necessary or proper and to exercise any and all powers of the Trustees under this instrument under such terms and conditions as they may deem to be for the best interest of the Trust.

(15) To enter into an arrangement with the UMWA for the check-off of 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 such arrangement 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.

The Trustees may, in their sole discretion, cause the securities which from time to time may comprise the Trust, to be registered in their name as Trustees hereunder, or in the name of their nominee without disclosing the ownership thereof or to take and keep the same unregistered, and to retain them, or any part thereof, in such condition that they will pass by delivery.

Notwithstanding the above authority granted the Trustees hereunder, no power shall be exercisable in any manner which will, or might, prevent the 1974 Pension Plan and Trust from qualifying, or continuing to qualify, under Section 401 of the Internal Revenue Code, nor shall any action be taken by the Trustees which violates the requirements of ERISA or any other applicable law, governmental rule or regulation.

ARTICLE VII

The expenses incurred by the Trustees in the performance of their duties hereunder, including reasonable compensation for the Trustees in accordance with Section 408(c)(2) of ERISA, for agents, and for service of counsel rendered to the Trustees and expenses incident thereto, and all other proper charges and disbursements of the Trustees, including all taxes of any kind and all kinds whatsoever that may be levied or assessed under existing or future laws of any jurisdiction upon or in respect of the Trust hereby created or any money, property or securities forming a part thereof, shall be paid by the Trustees out of the Trust.

ARTICLE VIII

A Trustee shall not be liable for the making, retention, or sale of any investment or reinvestment made by him as herein provided; for any loss to or diminution of the Trust; or for anything done or omitted under this instrument, except for his own willful misconduct or lack of good faith, or any other action or omission for which personal liability is imposed under Part 4 of Subtitle B of Title I of ERISA. Any Trustee may consult with legal counsel concerning any questions which may arise with reference to his duties under this instrument, and, except as otherwise provided by ERISA, the opinion of such counsel shall be full and complete protection in respect to any action taken or suffered by such Trustee hereunder in good faith and in accordance with the opinion of such counsel.

When and if a monetary claim or suit is lodged against one or more fiduciaries of the Trust, including the Trustees thereof, in their individual capacities, arising out of their actions as fiduciaries, the Trust may engage and compensate counsel to represent such fiduciary until a final court decision, or a final government agency decision if no court appeal is filed, finds that such fiduciary in his individual capacity (1) has breached his fiduciary obligations under the Employee Retirement Income Security Act; (2) by so doing has caused a loss to the Trust or its corresponding Plan or has gained by use of Trust assets; and (3) is therefore liable in his individual capacity for damages or to return any profit occasioned by such breach to the complaining person, persons, entity or entities.

If the Trust expends moneys for counsel under the preceding paragraph, and the individual liability described therein is so finally determined against one or more fiduciaries, each individual found so liable shall reimburse the Trust for moneys so expended for his counsel.

No provision in this Article shall be construed in its interpretation so as to violate the provisions of Section 410 of the Employee Retirement Income Security Act.

ARTICLE IX

The Trustees, or such other persons as may be properly designated pursuant to Article IX hereof, shall keep accurate and detailed accounts of all investments, receipts, and disbursements and other transactions hereunder, and such accounts, books and records relating thereto shall be open to inspection and audit by the Employers and the Union and by the beneficiaries of the 1974 Pension Trust at all reasonable times at the offices of the 1974 Pension Trust. The Trustees, or such other persons as may be properly designated pursuant to this Article IX shall be responsible for providing participants and beneficiaries under the plan with all information required to be furnished pursuant to the provisions of ERISA or the regulations promulgated thereunder.

For purposes of computing charges to the funding standard account of the Trust, the Trustees shall adopt any actuarial cost or funding method designated by the Employers, including the "short-fall method," and permitted now or hereafter by applicable federal law and federal regulations issued thereunder. The Trustees shall give the Employers notice sixty (60) days prior to the time any such election is required or permitted.

The Trustees, or such other persons as may be properly designated pursuant to this Article IX shall be responsible for maintaining records sufficient to comply with any requirements of ERISA and for the filing of all reports with the Labor Department, Treasury Department, and Pension Benefit Guaranty Corporation which may be required by any provision of ERISA or the regulations issued thereunder, including the plan description and reports specified by Section 101(b). A copy of each document or report provided to plan participants or beneficiaries or filed by the Trustees pursuant to the requirements of ERISA or any other applicable law, governmental rule or regulation shall be sent to the Employers and to the Union unless the right to receive such copy has been waived in writing. The Trustees are authorized to apply for permission to implement an alternative method of satisfying any of the requirements of this Article IX in accordance with Section 110 of ERISA, and, upon receiving the approval of the Labor Department for such alternative method, may utilize such method in lieu of the corresponding requirements of ERISA and of Article IX of this instrument.

The Trustees shall provide the Employers and the Union with such other information and/or documentation as the Employers and the Union may reasonably request within a reasonable time from when such request shall be made.

The Trustees shall provide the Employers and the Union with quarterly reports summarizing all pending litigation involving the Trust and the Plan and describing all significant operational issues that are under review. Within 90 days following the close of each calendar year, or

following the close of each such other annual period as may be adopted by the Trustees, and within 90 days after a Trustee ceases to be a Trustee as provided for in Article II hereof, the Trustees shall file with the Employers and the Union a written report setting forth in such form and detail as they may request the transactions effected by the Trustees during such calendar year or other annual period to the date on which such Trustee's tenure ceases. The annual report shall incorporate the report of an independent certified public accountant and shall be the same as required by Section 103 of ERISA unless the Employers and the Union shall jointly request that additional or supplemental information be incorporated in the report which they receive. Upon the expiration of ninety (90) days from the date of any report to the Employers and the Union, the Trustees shall be forever released and discharged from any liability or accountability to anyone as respects the propriety of their acts or transactions shown in the aforementioned report except as otherwise provided by law or with respect to any acts or transactions as to which the Employers or the Union shall file written objections with the Trustees within such period of ninety (90) days.

The UMWA or the BCOA may audit the accounts, books and records, and operation of the Plan and Trust, at any time and for any reason, upon reasonable notice to the Trustees. The Trustees shall cooperate fully in connection with any such audit and shall make available appropriate personnel and records deemed necessary by the auditors for inspection and copying at reasonable times and places.

The Trustees are hereby authorized to allocate fiduciary responsibilities in any manner permitted pursuant to Section 405(c) of ERISA.

The Trustees may appoint an investment manager or managers to manage any investments held under this instrument as permitted by Section 402(c) of ERISA.

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 2016, as amended from time to time, and any successor agreements to that specific Agreement.

ARTICLE X

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 2016 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 2016 Wage Agreement.

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 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 2016.

ARTICLE XI

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, without reopening or otherwise affecting the integrity of any other provision of the Wage Agreement, by a written agreement between the Employers and Union, provided, however, that such modification or amendment does not permit any part of the corpus or income of the Trust to be used for, or diverted to, purposes other than for the sole and exclusive benefit of the participants and their beneficiaries, and provided further, that 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 2016, as amended from time to time, and any successor agreements to that specific Agreement. Any written agreement executed by the Union shall be signed by the International President.

ARTICLE XII

Notwithstanding anything to the contrary contained in this instrument, or any amendment hereto, it shall be unlawful for any part of the 1974 Pension Trust, 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 and beneficiaries 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. Monies held by the 1974 Pension Trust do not constitute a part of the deceased beneficiary's estate which can be claimed by his administrator, executor, heirs, or creditors, unless such person or persons are otherwise eligible under the terms and conditions of the Plan, nor are said monies equivalent to the proceeds of an insurance policy in which a beneficiary may be designated; and no participant or beneficiary of the Plan may, during his lifetime, assign, devise or will monies from this Trust, and any attempt so to do shall be void.

Notwithstanding the foregoing, a Participant or beneficiary may make a voluntary, revocable assignment permitted under an arrangement established by the Trustees pursuant to Article VI(15).

To the extent not inconsistent with and permitted by applicable law, governmental rule or regulation, and in such manner as to ensure that the 1974 Pension Plan and Trust is qualified under Section 401 of the Internal Revenue Code and that contributions are deductible under Section 404 of the Internal Revenue Code, the Trustees shall transfer assets or liabilities, or both, of the Trust, in such amounts, at such times and in such manner as the Employers and the Union

may jointly direct, to any other trust qualified under Section 401 of the Internal Revenue Code which provides benefits to persons who at any time were or are participants under the 1974 Pension Plan.

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 is qualified under Section 401 of the Internal Revenue Code and that contributions are deductible under Section 404 of the Internal Revenue Code.

Any assets which remain upon termination of the 1974 Pension Plan, after satisfaction of all benefits and liabilities arising under the 1974 Pension Plan and 1974 Pension Trust in a manner consistent with the principles of Section 4044 of ERISA, shall be distributed as may be mutually agreed upon by the Employers and the Union.

ARTICLE XIII

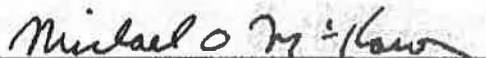
This instrument shall be construed, regulated and administered under Federal law and, to the extent not preempted or inconsistent with such Federal law, the laws of the District of Columbia.

IN WITNESS WHEREOF, the Employers and the Union, pursuant to proper authority, have caused this instrument, effective December 6, 1974, and amended as of August 15, 2016, to be signed by their proper officers or representatives on this ___ day of September, 2019.

UNITED MINE WORKERS OF AMERICA


International President

BITUMINOUS COAL OPERATORS'
ASSOCIATION, INC.


President

Accepted by:

Dated: Sept 19, 2019

Michael C. McIlhenny
Trustee

Dated: 9/24/19

Michael H. Holland
Trustee

Dated: 9/24/19

Michael Bushman
Trustee

Dated: 10/3/19

Michael J. Cravins
Trustee