

This is the 1ST affidavit of
Dale Stover in this case
and was made on 29 /November /2016



NO. S-1510120
VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*,
R.S.C. 1985, c. C-36, AS AMENDED

AND

IN THE MATTER OF THE *BUSINESS CORPORATIONS ACT*,
S.B.C. 2002, c. 57, AS AMENDED

AND

IN THE MATTER OF THE PLAN OF COMPROMISE AND ARRANGEMENT
OF WALTER ENERGY CANADA HOLDINGS, INC., AND THE OTHER
PETITIONERS LISTED ON SCHEDULE "A" TO THE INITIAL ORDER

PETITIONERS

AFFIDAVIT

I, Dale R. Stover, accountant, of 2121 K Street N.W., in the City of Washington, D.C., in the United States of America, AFFIRM THAT:

1. I am Director of Finance and General Services of the United Mine Workers of America Health & Retirement Funds (the "**Funds**"), a group of multiemployer pension and health care employee benefit plans that share administrative services and that are established by collective bargaining between the United Mine Workers of America ("**UMWA**") and employers in the coal industry and by United States federal statutes.
2. One of these plans, the UMWA 1974 Pension Plan and Trust (the "**1974 Plan**"), is a claimant in this proceeding, and as such I have personal knowledge of the facts and matters deposed to in this Affidavit.
3. I have been employed by the Funds for 36 years.
4. For the last 13 years, I have been the director of the Funds' accounting, financial reporting, income, disbursements and administrative budget functions.

5. In this capacity, I served as Comptroller from 2003 until 2007, and with an expansion of my responsibilities, as Director of Finance and General Services from 2007 to the present.

6. Prior to that time I served in several different capacities in the Comptroller's Office, including Auditor, Audit Supervisor and Audit Manager in the Field Audit Staff, and Senior Manager, Income and Litigation Support.

7. Among the staff functions I have participated in or now directly supervise are:

- (a) the auditing, monitoring and reporting of employer contributions to the different trust funds within the Funds, including the 1974 Plan; and
- (b) the calculation and assessment of the amount of withdrawal liability required under the *Employee Retirement Income Security Act of 1974*, as amended ("**ERISA**") whenever an employer withdraws from participation in the 1974 Plan,

using information and documents provided to me in the usual course of my work prepared by members of my staff who are responsible for preparing and providing the information and documents.

8. I am a Certified Public Accountant, and I also hold certifications in Internal Auditing, Management Accounting and Fraud Examining.

9. I received a B.A. degree in Business Administration from Glenville State College of West Virginia in 1979 and the degree of Master of Accountancy from George Washington University in Washington, D.C. in 2010.

10. I have served as an Adjunct Professor of Accounting at Concord University in Athens, West Virginia and at Shepherd University in Shepherdstown, West Virginia.

The 1974 Plan

11. The 1974 Plan is a multiemployer, defined-benefit pension plan and irrevocable trust.

12. The 1974 Plan is resident in Washington, DC, and is administered there.

13. The trustees of the 1974 Plan are resident in the United States.

Plan Governing Documents

14. The 1974 Plan was established pursuant to a collectively bargained National Bituminous Coal Wage Agreement of 1974 (the "**1974 NBCWA**", and each such agreement, as approved from time to time, an "**NBCWA**") between the United Mine Workers of America (the "**UMWA**") and the Bituminous Coal Operators' Association, Inc. (the "**BCOA**"), a multiemployer bargaining association.

15. My office receives copies of NBCWAs from the UMWA whenever they are newly signed.

16. I am familiar with the NBCWAs providing for contribution obligations to the Funds, including the 1974 Plan, that have been in effect throughout my tenure at the Funds.

17. The most recent NBCWA was signed by the UMWA and BCOA in 2016.

18. The most recent NBCWA that was adopted by and incorporated in the agreements between Jim Walter Resources, Inc. ("**Walter Resources**") and the UMWA is the NBCWA of 2011.

19. Attached hereto and marked **Exhibit "A"** is a true copy of Article XX of the NBCWA of 2011.

20. The 1974 Plan operates according to the requirements of ERISA.

21. ERISA requires that the Plan be administered in accordance with (a) the most recent NBCWA, (b) the United Mine Workers of America 1974 Pension Plan Document (the "**Pension Plan Document**") and (c) the United Mine Workers of America 1974 Pension Trust Document (the "**Trust Document**").

22. The Pension Plan Document and the Trust Document are each effective December 6, 1974, and have been amended from time to time since then.

23. I am familiar with the Pension Plan Document and the Trust Document in the course of my work with the Funds.

24. The most recent amendment and restatement of the Pension Plan Document and the Trust Document were effective July 1, 2011.

25. Attached hereto and marked **Exhibit "B"** is a true copy of the 2011 amended and restated Pension Plan Document.

26. Attached hereto and marked **Exhibit “C”** is a true copy of the 2011 amended and restated Trust Document.

27. The Pension Plan Document and the Trust Document set out, among other things, the contribution obligations of contributing employers to the 1974 Plan, benefit levels owed to the 1974 Plan’s beneficiaries and participants, and eligibility requirements.

Participants and Beneficiaries of the Plan

28. The participants and beneficiaries in the 1974 Plan are retired or disabled former hourly coal production employees and their eligible surviving spouses.

29. The 1974 Plan provides pension benefits to approximately 88,000 eligible participants and beneficiaries.

30. Although the 1974 Plan’s aggregate benefit payments are large, the individual pensions are modest.

31. The majority of beneficiaries receive less than US\$500 per month.

32. Almost 80% of beneficiaries receive a monthly pension of less than US\$800 a month.

33. The average monthly pension for a regular retiree is US\$674; the average monthly pension for a disabled retiree is US\$568; and the average monthly pension for a surviving spouse is US\$340.

Walter Resources and the 1974 Plan

34. Jim Walter Resources Inc. (“**Walter Resources**”) signed a collective bargaining agreement (the “**2011 CBA**”) with the UMWA that adopted each and every term of the NBCWA of 2011 that affected the 1974 Plan.

35. It is common practice in the coal industry for coal operators to enter into collective bargaining agreements that adopt the terms of the NBCWA in effect at the time. Such agreements are commonly referred to in the coal industry as “me too” agreements.

36. A true copy of the 2011 CBA is attached and marked as **Exhibit “D”**.

37. Walter Resources (or a predecessor corporate entity) was also a signatory to “me too” collective bargaining agreements with the UMWA that adopted the 1978, 1981, 1984, 1988, 1993, 2002, and 2007 NBCWAs.
38. As a signatory to these “me too” agreements, Walter Resources was a “participating employer” (as such term is used in the NBCWA) in the 1974 Plan until on or about March 31, 2016.
39. All “participating employers” in the 1974 Plan are resident in the United States.
40. As a participating employer, Walter Resources was obligated to pay:
- (a) monthly pension contributions for as long as Walter Resources had operations covered by the 1974 Plan; and
 - (b) “withdrawal liability” accruing upon a partial or complete withdrawal by Walter Resources from participation in the 1974 Plan.
41. In 2014, Walter Resources’ contributions represented approximately 18% of the total contributions received by the 1974 Plan from all contributing employers.
42. As of March 31, 2016, Walter Resources was the second largest contributor to the 1974 Plan.
43. Walter Resources made contributions to the 1974 Plan over its last four plan years in approximately the following amounts: US\$21.1 million in 2012, US\$20.3 million in 2013, US\$18.9 million in 2014, and US\$15.4 million in 2015.
44. When employers withdraw from participation in the 1974 Plan, my office calculates and assesses the amount of withdrawal liability required under ERISA, using information provided by the 1974 Plan’s enrolled actuary in the actuary’s annual Valuation Report and other information from the 1974 Plan’s financial records.
45. On December 9, 2010, I sent a letter to Walter Resources’ Assistant Controller providing an estimate of the withdrawal liability of Walter Resources if the company were to withdraw from the 1974 Plan at that time.
46. I prepared the letter, pursuant to a request from Walter Resources, based on information provided by the 1974 Plan’s enrolled actuary and my staff.
47. The 1974 Plan’s enrolled actuary and my staff prepared this information at the time in accordance with their regular duties.

48. My letter included the fact that, for the plan year beginning July 1, 2010, the 1974 Plan had unfunded vested benefits of more than \$4 billion.

49. A true copy of my letter of December 9, 2010, is attached and marked as **Exhibit "E"**.

Financial Status of the 1974 Plan

50. According to actuarial reports and financial records regularly maintained by the 1974 Plan, the 1974 Plan is expected to become insolvent in six to seven years.

51. The 1974 Plan's investments are managed by investment professionals and are well diversified, but the sharp market declines during 2008-09 caused a precipitous drop in the 1974 Plan's assets at precisely the same time as the demographics of its beneficiary population required the 1974 Plan to pay out benefits at approximately \$650 million per year, near its projected peak rate of payments.

52. The 1974 Plan employs an actuary who has satisfied the qualifications in the regulations of the Joint Board for the Enrollment of Actuaries and who has been approved by the Joint Board to perform actuarial services under ERISA, known as an "enrolled actuary". The enrolled actuary is a member of the American Academy of Actuaries who meets the Academy's qualification standards to render his actuarial opinion.

53. The 1974 Plan's enrolled actuary is responsible in the ordinary course of his or her duties for preparing an annual certification setting out the 1974 Plan's funding status.

54. The 1974 Plan's enrolled actuary typically provides this annual certification each September for the plan year that began July 1.

55. I review these certifications in the ordinary course of my duties as Director of Finance and General Services and am familiar with their preparation.

56. Each annual certification is made in the ordinary course of business.

57. It is usual for each annual certification to record plan conditions such as (a) the financial status of the 1974 Plan, (b) any current or expected funding deficiency, (c) the ratio of active to inactive participants in the 1974 Plan, and (d) whether the 1974 Plan is anticipated to become insolvent in the coming years, as such conditions exist at the time the annual certification is made.

58. On September 27, 2010, the 1974 Plan's enrolled actuary certified the 1974 Plan to be in "Seriously Endangered Status" (as defined in ERISA and the United States

Internal Revenue Code of 1986, as amended), for the plan year beginning July 1, 2010 and ending June 30, 2011.

59. “Seriously Endangered Status” means that a pension plan’s funded percentage for such plan year is less than 80 percent, and the pension plan has an accumulated funding deficiency for that plan year, or is projected to have such an accumulated funding deficiency for any of the next six plan years.

60. In September 2010, the 1974 Plan’s enrolled actuary found that the 1974 Plan had a funded percentage at that time of 75.7%.

61. Attached hereto and marked as **Exhibit “F”** is a true copy of the enrolled actuary’s certification of September 2010.

62. The 1974 Plan remained seriously underfunded after 2011, and continued to be certified as “Seriously Endangered” in 2011 to 2013.

63. The 1974 Plan’s enrolled actuary certified the 1974 Plan to be in “Critical Status” for the plan year beginning July 1, 2014.

64. The certification was based on the following:

- (a) contributions to the 1974 Plan were less than current year costs plus interest on unfunded past liabilities;
- (b) the value of vested benefits for non-active participants was greater than that for active participants; and
- (c) a projected funding deficiency was expected to occur within the current or next four plan years.

65. On September 28, 2015, the 1974 Plan was certified as being in “Critical and Declining Status” for the plan year beginning July 1, 2015.

66. A certification of “Critical and Declining Status” means that a pension plan is insolvent or is expected to become insolvent within the next 14 to 19 years, depending on the ratio of inactive participants (which includes both retirees and eligible surviving spouses) to active participants (i.e., current UMWA-represented employees of contributing employers).

67. Attached hereto and marked **Exhibit “G”** is a true copy of the 2015 Actuarial Certification.

68. As of July 1, 2015, the 1974 Plan had an estimated funded percentage of 68.5%, and an expected accumulated funding deficiency by June 30, 2019.

69. As of July 1, 2015, the enrolled actuary certified that 1974 Plan had a ratio of inactive participants to active participants of 10.57 and was expected to become insolvent and unable to pay benefits during the 2025-2026 plan year.

70. By the time the enrolled actuary issued its July 1, 2016 certification, the ratio had increased to 13.22 and the 1974 Plan's expected insolvency date was projected to be during the 2022-2023 plan year.

71. Due to a severe decline in active miners in the industry, the actuary's preliminary valuation results for the plan year beginning July 1, 2016, now show that, as of September 30, 2016, for every active employee on whose behalf contributions are being made to the 1974 Plan, there are 36 individuals who are receiving benefits.

72. The 1974 Plan is unlikely to have sufficient time to recoup its losses from the 2008/09 financial crisis through prudent investment, because it needs to liquidate some of its assets on an ongoing basis to have sufficient cash to pay benefits.

73. Moreover, the 1974 Plan cannot recover its funding status through increased contributions, because the number of retirees receiving benefits is so far out of proportion to the number of active employees whose hours worked in the industry are the basis for employer contributions to the 1974 Pension Plan.

Calculation of the 1974 Plan's Claim

74. As a result of Walter Resources' withdrawal from the 1974 Plan on December 28, 2015, the 1974 Plan has a claim for withdrawal liability against Walter Resources and each member of the Walter Resources "controlled group" (which includes each entity that was at least 80% owned by Walter Energy Inc. ("**Walter Energy**"), either directly or indirectly, as of the date of the withdrawal from the 1974 Plan).

75. On July 15, 2015, Walter Resources, its parent company, Walter Energy, and 21 affiliates and subsidiaries (collectively, the "**US Debtors**") filed for creditor protection under Chapter 11 of Title 11 of the United States Code (the "**Bankruptcy Code**") in the United States Bankruptcy Court for the Northern District of Alabama (the "**US Bankruptcy Court**", and the proceedings, the "**Chapter 11 Proceedings**").

76. On October 8, 2015, the 1974 Plan filed a proof of claim against each of the 23 US Debtors in the Chapter 11 Proceedings (collectively, the "**Proofs of Claim**").

77. Each of the Proofs of Claim stated the contingent estimated withdrawal liability of Walter Resources and members of its “controlled group” (as determined by ERISA) of US\$904,367,132, which assumed that Walter Resources would withdraw from participation in the 1974 Plan during that plan year beginning July 1, 2015.

78. The withdrawal liability calculation set out in the Proofs of Claim was based on estimates because the final figure for withdrawal liability could not be calculated until the date of withdrawal was known and until the enrolled actuary has completed the annual plan valuation with a final calculation of the 1974 Plan’s unfunded vested benefits.

79. In the Amended Notice of Civil Claim filed in these proceedings, the 1974 Plan’s estimate of withdrawal liability from the Proofs of Claim was used, setting out a claim of US\$904,367,132.00 (the “**1974 Plan Claim**”).

80. Attached hereto and marked **Exhibit “H”** is a worksheet, prepared under my supervision, calculating the 1974 Plan Claim, based on information from the 1974 Plan’s enrolled actuary and other financial information provided by those on my staff responsible for providing such information (the “**Claim Worksheet**”).

81. Funds staff members acting under my supervision have calculated Walter Resource’s withdrawal liability to the 1974 Plan based on the withdrawal liability provisions of Article XIV of the Plan Document.

82. This withdrawal liability represents the share of the 1974 Plan’s unfunded vested benefits that is allocable to Walter Resources.

Withdrawal from the 1974 Plan

83. On December 28, 2015, the US Bankruptcy Court entered an order authorizing the US Debtors to reject the 2011 CBA and decreeing that the 2011 CBA was rejected (the “**Rejection Order**”).

84. On March 28, 2016, Walter Energy sent a letter to the President of the UMWA notifying of the US Debtors’ rejection of the 2011 CBA and of the termination of payments under that agreement as of March 31, 2016.

85. I received this letter in the ordinary course of my duties.

86. Attached hereto and marked as **Exhibit “I”** is a true copy of the Walter Energy letter to the UMWA.

87. As of the effective date of the Rejection Order (and in any event no later than the formal rejection and termination on March 31, 2016), Walter Resources effected a withdrawal from the 1974 Plan.

88. The precise date of Walter Resource's withdrawal is irrelevant to the amount of its withdrawal liability, since both December 28, 2015 and March 31, 2016 fall within the same Plan year.

89. After the last plan year ended, my staff recalculated Walter Resource's withdrawal liability under my supervision using actual, rather than estimated, values. The result of this calculation is a withdrawal liability of US\$933,942,409.74.

90. The 1974 Plan did not amend the Proofs of Claim filed against the US Debtors to reflect the recalculated withdrawal liability claim.

91. In my dealings with Walter Resources, Walter Energy and their affiliates, I was guided by US law, which is the legal system with which I am most familiar.

92. In my 36 years of employment with the Funds, and in particular during the last 13 years when I have been part of the senior management of the Funds, including the 1974 Plan, I do not recall ever hearing any statement by anyone involved in management of the 1974 Plan which would suggest that any legal system other than United States law governs the 1974 Plan or the liability of employers to the 1974 Plan, including for withdrawal liability.

93. Likewise, I am not aware of any communication from Walter Resources, or any related entity, to the 1974 Plan expressing a view that United States law does not govern its obligations to the 1974 Plan, or that of entities within its "controlled group," including obligations in relation to withdrawal liability.

Impact of Walter Resource's Withdrawal on the 1974 Plan

94. If the US Debtors are unable to satisfy their withdrawal liability obligation, this will result in a significant loss of funding to the 1974 Plan.

95. As a result of the loss of funding caused by Walter Resource's withdrawal and failure to pay the withdrawal liability, the share of the 1974 Plan's unfunded liabilities attributable to each of the remaining employers that contribute to the 1974 Plan will be proportionally increased. I do not expect the remaining employers to be able to make up the difference.

96. The loss of funding to the 1974 Plan due to the US Debtors' inability to satisfy their obligations has exacerbated the 1974 Plan's Critical and Declining Status and projected insolvency, which will affect the benefit levels of current and future retirees.

97. If the loss of funding causes the 1974 Plan to become insolvent, such insolvency would reduce (or render the 1974 Plan unable to pay) the pension benefits provided to the 1974 Plan's approximately 88,000 eligible beneficiaries.

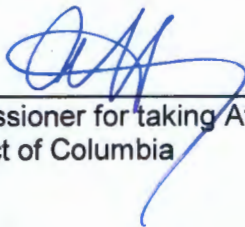
98. The Pension Benefit Guaranty Corporation ("PBGC") guarantees payment of a portion of the 1974 Plan's benefits, but at a reduced level.

99. The PBGC's maximum guarantee is \$35.75 per month times a participant's years of credited service. A review of the 1974 Plan's records in 2013 showed that, under the PBGC's guarantee, the monthly benefits of an estimated 85% of the 1974 Plan's beneficiaries would be reduced.

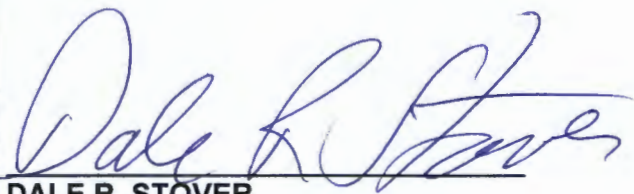
100. Even with financial assistance from the PBGC, the 1974 Plan will have to reduce the already modest pensions of the vast majority of beneficiaries.

101. The PBGC's multiemployer insurance program is also currently in financial difficulty and is projected to be insolvent within the next ten years.

AFFIRMED Washington, DC BEFORE ME at
on 23 / Nov / 2016.



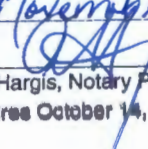
A Commissioner for taking Affidavits within
the District of Columbia



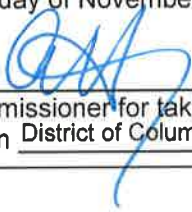
DALE R. STOVER



District of Columbia: SS
Subscribed and sworn to before me, in my presence,
this 23rd day of November, 2016


Annette Hargis, Notary Public, D.C.
My commission expires October 14, 2017.

This is **Exhibit "A"** referred to in the Affidavit of
DALE R. STOVER made before me at
Washington, DC
this 22th day of November , 2016.



A Commissioner for taking
Affidavits within District of Columbia

given a preference in filling temporary assignments in regard to that job.

Section (d) **Protection Against Discrimination**

In no case may the Employer make a temporary assignment for the purpose of disciplining or discriminating against an Employee.

Section (e) **Compensation for Temporary Assignments**

When an Employee works on another job on a temporary basis, he shall be compensated for the entire shift at the higher of his regular rate or the rate of the job to which he is temporarily assigned. This section shall not be construed to apply to Employees whose regular job duties include the relief of other Employees for short periods of time which do not exceed thirty (30) minutes for each occurrence during the basic workday. For such relief periods, however, the Employee providing relief shall be paid the higher rate.

**Article XX—HEALTH, RETIREMENT
AND OTHER BENEFITS**

Section (a) **General Purpose**

This Article makes provision for pension, health and other benefits for Employees covered by this Agreement, and for former Employees who were covered under the United Mine Workers of America Welfare

and Retirement Fund of 1950 (“1950 Fund”), and for the spouses and dependents of such Employees. The benefits to be provided are as set forth under separate plans and trusts referred to in Sections (b) and (c) of this Article.

A general description of the benefits to be provided appears immediately following this Article. The specific provisions of the plans will govern in the event of any inconsistencies between the general description and the plans.

Pursuant to the Coal Industry Retiree Health Benefit Act of 1992 (the “Coal Act”), the health benefits (and in some cases the death benefits) provided to retirees who were age and service eligible as of February 1, 1993, and who actually retired by September 30, 1994, are guaranteed by an Act of Congress. The Coal Act, which was enacted with the active support of the United Mine Workers of America and the BCOA, requires responsible employers to provide and pay for these benefits for life. Although, under certain circumstances, employers are permitted to adopt cost containment and managed care programs, the levels of benefits provided to retirees and dependents covered by the Coal Act are fixed by law, and may not be changed by any employer. Employers signatory to this Agreement agree to and will amend their Individual Employer Plan established pursuant to the Coal Act to eliminate any earnings limit that currently applies to eligibility for a Health Card.

Benefits under the Coal Act are provided either by the employer who was providing those benefits on February 1, 1993, or by two newly-created Funds: the United Mine Workers of America Combined Benefit Fund and the United Mine Workers of America 1992 Benefit Plan. Those benefits are not governed by this Agreement.

For purposes of this Article, the 1974 Pension Plan and Trust shall be a continuation of the benefit program established under the UMWA Welfare and Retirement Fund of 1950 (hereinafter the 1950 Fund), and is the surviving plan following the merger of the 1974 Pension Plan and Trust and the United Mine Workers of America 1950 Plan and Trust.

Each participant and beneficiary shall be entitled only to the pension benefits provided in and paid from the 1974 Pension Plan and Trust and each participant, beneficiary and dependent shall be entitled only to the benefits provided in and paid from the 1993 Benefit Trust, or the individual benefit plans referred to in Section (c). An individual that is entitled to health benefits from a plan maintained pursuant to the Coal Act will receive benefits from such plan, and not from a plan maintained pursuant to this Article. In addition, an individual that is entitled to death benefit coverage from the United Mine Workers of America Combined Benefit Fund shall not be entitled to death benefit coverage from any plan maintained pursuant to this Article.

The general purpose of the plans referred to in this Article shall be to provide health care for working and

retired miners and their dependents; pensions for miners upon their retirement; health care and financial support for eligible disabled miners; and financial support for surviving spouses and surviving dependents provided by each of the Trusts and Plans referred to in this Article.

Except as otherwise specifically set forth in this Article, it is agreed that the Trusts referred to in this Article are irrevocable Trusts created pursuant to, and within the scope of, Section 302(c) of the Labor-Management Relations Act, 1947, and shall endure as long as the purposes for their creation shall exist.

Section (b) **The Former 1950 Pension Plan and Trust**

(1) Pursuant to action by the UMWA and BCOA, the former United Mine Workers of America 1950 Pension Trust (“1950 Pension Trust”) was merged into the United Mine Workers of America 1974 Pension Plan and Trust in 2007. Benefits provided by the former 1950 Pension Plan and Trust are now provided by the 1974 Pension Plan and Trust.

(2) Pursuant to the requirements of the Coal Act, the United Mine Workers of America 1950 Benefit Plan and Trust (“1950 Benefit Trust”) and the United Mine Workers of America 1974 Benefit Plan and Trust (the “1974 Benefit Trust”) were merged into the United Mine Workers of America Combined Benefit Fund (the “Combined Fund”). The Combined Fund is governed

by the terms of the Coal Act, and is not maintained pursuant to this Article. Health benefits for individuals who would be eligible for benefits under the 1950 Benefit Plan but for the passage of the Coal Act and who are not entitled to benefits under the Coal Act will be provided by the 1993 Benefit Fund during the term of this Agreement.

Section (c) **1974 Pension Plan and Trust,
1993 Benefit Plan and Trust,
Employer Benefit Plans, and the
2012 Retiree Bonus Account Plan**

(1) The United Mine Workers of America 1974 Pension Trust (“1974 Pension Trust”) is incorporated by reference and made a part of this Agreement. The pensions to be paid from the 1974 Pension Trust are as set forth in the United Mine Workers of America 1974 Pension Plan (“1974 Pension Plan”), which is incorporated by reference and made a part of this Agreement. This Plan is a continuation of the pension program of the 1950 Fund and was effective December 6, 1974.

(2) The United Mine Workers of America 1993 Benefit Trust (“1993 Benefit Trust”) is incorporated by reference and made a part of this Agreement. The primary purpose of the 1993 Benefit Trust is to provide certain health benefits, not including pension benefits, only to those retirees who satisfy the Plan’s age and service requirements. The terms and conditions under which those benefits will be provided are as set forth in the

plan under the 1993 Benefit Trust and under the terms of this Article.

(3)(i) Each signatory Employer shall establish and maintain an Employee benefit plan to provide, implemented through an insurance carrier(s), health and other non-pension benefits for its Employees covered by this Agreement as well as pensioners under the 1974 Pension Plan and Trust whose last signatory classified employment was with such Employer and who are not eligible to receive benefits from a plan maintained pursuant to the Coal Act. Any assets of the Employer that are wrongfully transferred to any related individual or related corporate entity prior to the satisfaction of the Employer's obligation to provide health benefits shall be treated as assets held in trust for the benefit of eligible retirees and other eligible beneficiaries. Such obligation of the Employer may be enforced by the UMWA and the retirees and other beneficiaries. The Employer and/or other defendant(s) in such an action shall be liable for the costs of litigation, including attorney's fees. The benefits provided by the Employer to its eligible Participants pursuant to such plan shall be guaranteed during the term of this Agreement by that Employer at levels set forth in such plan. The plans established pursuant to this subsection are incorporated by reference and made a part of this Agreement, and the terms and conditions under which the health and other non-pension benefits will be provided under such plans are as to be set forth in such plans.

(ii) The 1993 Benefit Plan and Trust provides health and other non-pension benefits during the term of this Agreement, to any eligible retired miner (or the eligible dependent of such retired or deceased miner) who meets the conditions of one of the following:

(a) The retired miner is described in Section (b)(2).

(b) The retired miner separated from classified employment prior to December 16, 1993, would be eligible to receive benefits from the 1974 Benefit Plan but for the passage of the Coal Act, is not entitled to benefits under the Coal Act, and whose last signatory employer was no longer deriving revenue from the production of coal on December 16, 1993.

(c) The miner is retired under the 1974 Pension Plan or any successor plan(s) thereto, last worked in signatory classified employment for an Employer who was obligated to contribute and contributed to the 1993 Benefit Trust at the rates specified in Section (d) and would otherwise cease to receive the health and other non-pension benefits provided herein because such last signatory Employer is no longer in business. An Employer's obligation to contribute at the rates specified in Section (d) must be in effect on the date the Employer is first considered to be "no longer in business." For purposes of determining eligibility under the 1993 Benefit Plan and Trust, the Employer is considered to be "no longer in business" only if the Employer meets the conditions of (I) and (II) below. The parties expressly intend that each of the requirements of (I) and (II) be met.

(I) The Employer has ceased all mining operations and has ceased employing persons under this Wage Agreement, with no reasonable expectation that such operations will start up again; and

(II) The Employer is financially unable (through either the business entity that has ceased operations as described in subparagraph (a) above, including such company's successors or assigns, if any, or any other related division, subsidiary, or parent corporation, regardless of whether covered by this Wage Agreement or not) to provide health and other non-pension benefits to its retired miners and surviving spouses.

In the case of an otherwise qualifying last signatory Employer that first became obligated to contribute to the 1993 Trust after December 31, 2001, within the meaning of Section (d)(1)(iii) of this Article, and that did not contribute to the 1993 Benefit Trust substantially all amounts owed and at the rates specified in Section (d), eligible retired miners and dependents shall receive only limited coverage under a separate program of benefits designed by the Plan's Trustees. The Trustees shall design the program taking into account the need for the Plan to remain solvent throughout the term of this Agreement, while providing more complete benefits for individuals whose last signatory Employer met the "substantially all" contribution requirement of this Article.

Each Employer is required to maintain, and make available to the Trustees, those business and financial records that may be necessary to determine whether

the eligibility requirements of the 1993 Benefit Trust have been satisfied. If a miner's last signatory Employer ceases to provide health benefits as required under Section (c)(3)(i) of this Article, and the Trustees are investigating whether the Employer is "no longer in business" within the meaning of Section (c)(3)(ii)(c) of this Article, the Employer shall make available to the Trustees those business and financial records that may be necessary to the "no longer in business" determination, including but not limited to financial statements, tax returns, bank statements, coal production and sales data, and information on equipment and other property and assets of the signatory Employer. An Employer that fails to cooperate or make available such records shall be subject to suit by the Trustees and shall be liable for the Trustees' expenses both in reviewing such records and in enforcing the Employer's obligation, including audit fees, court costs and attorney's fees. The Trustees shall make their initial determination of whether an Employer is "no longer in business" no later than 90 days following receipt of such business and financial records, as practicable.

(d) The retired miner worked under the terms of the 1974 NBCWA (but not under the terms of the 1978 NBCWA), has been or would have been denied a benefit by the UMWA 1974 Benefit Plan solely because the miner did not work under the terms of a 1978 or subsequent NBCWA; and is not eligible to receive benefits under the Coal Act.

The Union and Trustees shall assist and fully cooperate with the Employers in obtaining all necessary opinion letters, exemptions, or rulings from the Department of Labor, the Internal Revenue Service or other applicable federal agencies, in order to implement the provisions of this subsection so as to ensure compliance with all applicable federal laws and regulations and ensure the deductibility for income tax purposes of any and all contributions made by signatory Employers to the 1993 Benefit Trust and the individual health plans referred to in this Section.

Notwithstanding any other provision in this Agreement, any new inexperienced miner as defined in Article XXB(d)4 of the Agreement shall not be eligible to receive benefits from the 1993 Benefit Trust, except for a new inexperienced miner described in Article XX(5)(d) and XX(10)(l), (m) and (n).

(4) The United Mine Workers of America 2012 Retiree Bonus Account Plan (“2012 Retiree Bonus Account Plan”) and The United Mine Workers of America 2012 Retiree Bonus Account Trust (“2012 Retiree Bonus Account Trust”) are incorporated by reference and made a part of this Agreement. Retirees and beneficiaries who are eligible to receive a retiree bonus payment from both the 2012 Retiree Bonus Account Trust (such payments referred to herein as the “Retiree Bonus”) and their last signatory Employer (such payments referred to herein as “individual Employer Retiree Bonus Differential Payment”) shall be eligible to

receive a combined single sum bonus payment in the amount of \$580 or \$455 as set forth in the General Description of this Article XX. The one-time single sum Retiree Bonus payment amounts to be paid by the Trustees of the 2012 Retiree Bonus Account Plan are projected amounts. When required, the individual Employer Retiree Bonus Differential Payment described herein is to be made and will supplement the Retiree Bonus in order to provide the projected amounts.

This Agreement provides for the establishment of the 2012 Retiree Bonus Account Trust and the 2012 Retiree Bonus Account Plan, which shall provide a one-time single sum bonus payment to eligible retirees on November 1, 2014, November 1, 2015, and November 1, 2016. The Plan will be maintained as an irrevocable trust created pursuant to Section 302(c) of the Labor Management Relations Act of 1947.

The 2012 Retiree Bonus Account Trust shall be jointly administered by four Trustees, two of whom shall be appointed by the UMWA and two of whom shall be appointed by the BCOA. The Trustees shall be responsible for all actions necessary for the proper and efficient operation of the 2012 Retiree Bonus Account Plan, including but not limited to determining eligibility for benefits in accordance with the provisions of this Agreement and the 2012 Retiree Bonus Account Plan, collecting all contributions owed to the 2012 Retiree Bonus Account Trust, ensuring that Employer contributions to the 2012 Retiree Bonus Ac-

count Trust are tax deductible, and preserving the assets of the 2012 Retiree Bonus Account Trust for payment to eligible beneficiaries on the dates due. The Trustees shall have the same powers, duties, and responsibilities with respect to the Plan as are set forth in this Article XX of this Agreement, and the powers, duties, and responsibilities set forth in the 2012 Retiree Bonus Account Trust document and this Agreement.

Each signatory Employer shall contribute to the 2012 Retiree Bonus Account Trust as provided in Section (d) of this Article XX for each hour worked by the Employer's Employees who perform classified work as defined by this Agreement, for the period commencing January 1, 2012 and through the term of this Agreement. Signatory Employers shall not be required to increase their rate of contribution to the 2012 Retiree Bonus Account Trust under any circumstances, regardless of the financial condition of the 2012 Retiree Bonus Account Plan.

The Retiree Bonus shall be available to (a) all beneficiaries of the UMWA 1974 Pension Plan who are designated in the General Description of Article XX of this Agreement as eligible to receive the Retiree Bonus, provided that they are in pay status under the 1974 Pension Plan as of July 1, 2011, and further provided that they remain in the 1974 Pension Plan and are in pay status under the 1974 Pension Plan as of October 31, 2014 (for the November 1, 2014 bonus), October 31, 2015 (for the November 1, 2015 bonus) and

October 31, 2016 (for the November 1, 2016 bonus), and (b) all 1974 Pension Plan participants who enter pay status under the 1974 Pension Plan between July 1, 2011 and October 31, 2014 (for the November 1, 2014 bonus), or October 31, 2015 (for the November 1, 2015 bonus), or October 31, 2016 (for the November 1, 2016 bonus), subject to the same conditions described above.

The payments to be made from the Retiree Bonus Account Trust (without regard to any additional amounts payable as individual Employer Retiree Bonus Differential Payments) are projected amounts subject to adjustment by the Trustees of the Plan based on the financial condition of the Plan at the time of the scheduled payments and the projected financial ability of the Plan to make bonus payments at a comparable level during any subsequent payment due date. The Trustees of the Plan shall have discretion to determine the amount of the bonus to be paid from the Retiree Bonus Account Trust (without regard to any additional amounts payable as individual Employer Retiree Bonus Differential Payments) in November 2014 and November 2015, provided (i) the amount paid does not exceed the projected amount, (ii) the amount shall be distributed evenly to each eligible pensioner in proportion to the projected amounts, and (iii) the amount paid is reasonably calculated to leave sufficient funds in the Plan to enable the Plan to pay at least a comparable bonus to retirees in the following covered year(s). The

amount of the bonus to be paid from the Retiree Bonus Account Trust (without regard to any additional amounts payable as individual Employer Retiree Bonus Differential Payments) in November 2016 shall be distributed evenly to each eligible pensioner in proportion to the projected amounts and, after payment of all administrative and other expenses, reduce the assets of the Plan to zero.

If the Trustees of the 2012 Retiree Bonus Account Trust determine that there are not sufficient assets in the Trust to pay the projected amount of the Retiree Bonus from the 2012 Retiree Bonus Account Plan to eligible pensioners on November 1, 2014, November 1, 2015 or November 1, 2016, each Employer signatory hereto shall be obligated to make a one-time single sum individual Employer Retiree Bonus Differential Payment, if applicable, on or about the date of the payment from the 2012 Retiree Bonus Account Plan from the Employer only to its own eligible pensioners in the 2012 Retiree Bonus Account Plan whose last signatory classified employment was with the Employer or related entities in the same controlled group of companies that includes the Employer. The amount of the individual Employer Retiree Bonus Differential Payment to the Employer's own eligible pensioners shall be the difference between the projected amount of the Retiree Bonus from the 2012 Retiree Bonus Account Plan and the actual amount of the Retiree Bonus paid by the 2012 Retiree Bonus Account Plan, and shall be paid out of the Em-

ployer's general assets. Notwithstanding the above and any other provision in this Agreement, under no circumstances shall an Employer be obligated to make an individual Employer Retiree Bonus Differential Payment to any beneficiary or any pensioner whose last signatory classified employment was not with the Employer or related entities in the same controlled group of companies that includes the Employer, regardless of whether the beneficiary or pensioner has received, or is receiving, a Bonus Payment from the UMWA 1974 Pension Trust or the 2012 Retiree Bonus Account Plan. The UMWA Health and Retirement Funds shall serve as the payroll agent and administer the individual Employer Retiree Bonus Differential Payments on behalf of the affected Employer, and shall be reimbursed by the Employer for reasonable administrative expenses.

Section (d) **Contributions by Employers**

(1) During the life of this Agreement, for the periods of time indicated below, each signatory Employer (including those engaged in the production of coal and those not engaged in the production of coal) shall contribute to the Trusts referred to in this Article the amounts specified below based on cents per hours worked by each of the Employer's Employees who perform classified work under this Agreement, including those hours worked by New Inexperienced Miners hired on or after January 1, 2012, who are not participants in the 1974 Pension Trust.

(i) Into the 1974 Pension Trust: for the period beginning on the Effective Date and ending when this Agreement is terminated, \$5.50 per hour on each such hour worked.

(ii) Into the 1993 Benefit Trust: for the period beginning on the Effective Date and through December 31, 2011, 50¢ per hour on each such hour worked for any Employer, including related persons to such Employer within the meaning of Section 9701(c)(2) of the Internal Revenue Code, that initially entered into an agreement prior to January 1, 2002 to make contributions to the 1993 Benefit Trust meeting the required standard of such Trust; and 75¢ per hour on each such hour worked for any Employer that became obligated to contribute for the first time on or after January 1, 2002.

For the period beginning on January 1, 2012 and ending when this Agreement is terminated, \$1.10 per hour on each such hour worked for any Employer, including related persons to such Employer within the meaning of Section 9701(c)(2) of the Internal Revenue Code, that initially entered into an agreement prior to January 1, 2002 to make contributions to the 1993 Benefit Trust meeting the required standard of such Trust; and \$1.35 per hour on each such hour worked for any Employer that became obligated to contribute for the first time on or after January 1, 2002.

(iii) Into the 2012 Retiree Bonus Account Trust: for the period beginning on January 1, 2012 and ending when this Agreement is terminated, \$1.50 per hour on

each such hour worked, provided however that signatory Employers shall not be required to increase their rate of contribution to the Trust under any circumstances, regardless of the financial condition of the Plan.

(iv) In addition to the contributions indicated above, during the life of the Agreement, each signatory Employer shall, for the periods of time indicated below, contribute to the Trusts established in this Article in the amounts shown below based on cents per ton on each ton of two thousand (2,000) pounds of bituminous coal after production by another operator, procured or acquired by such Employer for use or for sale on which contributions to the appropriate Trusts as provided for in this Article have not been made (amounts shown below include cents per hours worked contributions converted to tonnage equivalents).

(a) Into the 1974 Pension Trust: for the period beginning on the Effective Date and ending when this Agreement is terminated \$1.10 per ton on each such ton; and

(b) Into the 1993 Benefit Trust: from the Effective Date through December 31, 2011, 10¢ per ton on each such ton for any Employer, including related persons to such Employer within the meaning of Section 9701(c)(2) of the Internal Revenue Code, that initially entered into an agreement prior to January 1, 2002 to make contributions to the 1993 Benefit Trust meeting the required standard of such Trust; and 14.5¢ per ton

on each such ton for any Employer that became obligated to contribute for the first time on or after January 1, 2002.

For the period beginning January 1, 2012, and ending on December 31, 2016, 22¢ per ton on each such ton for any Employer, including related persons to such Employer within the meaning of Section 9701(c)(2) of the Internal Revenue Code, that initially entered into an agreement prior to January 1, 2002 to make contributions to the 1993 Benefit Trust meeting the required standard of such Trust; and 27¢ per ton on each such ton for any Employer that became obligated to contribute for the first time on or after January 1, 2002.

(c) Into the 2012 Retiree Bonus Account Trust for the period beginning on January 1, 2012 and ending when this Agreement is terminated, 30¢ per ton on each such ton, provided however that signatory Employers shall not be required to increase their rate of contribution to the Trust under any circumstances, regardless of the financial condition of the Plan.

The parties hereto mutually agree that, if at any time during the term of this Agreement a court or tribunal of competent jurisdiction determines by a final decision that is not appealable that the provision appearing in paragraph (iv) just preceding is invalid or in violation of the National Labor Relations Act, 1947, as amended, or other Federal or state law, the parties shall, at the option of and upon demand by the Union, without affecting the integrity of any other provision of

this Section or any other provision of the National Bituminous Coal Wage Agreement, meet and engage in good faith negotiations to agree upon a clause to be inserted into this Agreement in replacement of the provision found invalid or unlawful.

(v) In the event the BCOA ceases to exist, or in the event that more than 50% of the tonnage membership of BCOA on the Effective Date has withdrawn prior to the time when the 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 Employers who were BCOA members on the Effective Date.

(vi) Hours of work for purposes of Employer contributions to the plans and trusts described in this Article shall include all hours worked, or fractions thereof, by Employees in a classified job covered by this Agreement. Hours actually worked for which a premium pay of any type is provided shall be treated for purposes of Employer contributions to the Trusts as though worked on a straight-time basis. Reporting pay for hours not actually worked shall not be included for the purpose of making Employer contributions to the Trust.

(2) The sole obligation under this Section of any Employer signatory hereto shall be to contribute the amounts specified in this Section.

(3) The obligation to make payments to the Trusts specified in this Article shall become effective on the dates specified in the respective Subdivisions (i) through (iv) of this Section, and the first payments are

to be made on the 10th day of each month after such specified dates, and thereafter continuously on the 10th day of each succeeding calendar month.

(4) It shall be the duty of each of the Employers signatory hereto to keep current said payments due to the Trusts, and to furnish to the International Union, United Mine Workers of America and to the Trustees of those Trusts a monthly statement showing on a mine-by-mine basis the full amounts due hereunder and the tons of coal produced, procured or acquired for use or for sale and the hours worked with respect to which the amounts are payable. Payments to those Trusts shall be made by check payable, as appropriate, to:

“Trustees of the United Mine Workers of America 1974 Pension Trust”

“Trustees of the United Mine Workers of America 1993 Benefit Trust”

“Trustees of the United Mine Workers of America 2012 Retiree Bonus Account Trust”

The Trustees are hereby authorized to require each signatory Employer to make payment of all contributions to the 1993 Benefit Trust, the 1974 Pension Trust, and the 2012 Retiree Bonus Account Trust by a single check made payable in such manner as may be specified by the Trustees.

(5) Payments shall be delivered or mailed to such location as designated by the Trustees of those Trusts.

(6) Failure of any Employer signatory hereto to make full and prompt payments to the Trusts specified

in this Article in the manner and on the dates herein provided shall be deemed a violation of this Agreement. This obligation of each Employer signatory hereto, which is several and not joint, to so pay such sums shall be a direct and continuing obligation of said Employer during the life of this Agreement and it shall be deemed a violation of this Agreement, if any mine, preparation plant or other facility to which this Agreement is applicable shall be sold, leased, subleased, assigned, or otherwise disposed of for the purpose of avoiding any of the obligations hereunder.

(7) Each Employer agrees to give proper notice to the President of the appropriate local union by the 18th day of each month that the Employer has made the required payment to the Trusts for the previous month, as required by this Article, or is delinquent in such payment, such notice to set forth the amount paid to the Trusts, or the amount of the delinquency, the tonnage procured or acquired for use or for sale and the hours worked with respect to the mine or mines under the jurisdiction of such local union. Each Employer agrees to give notice to the appropriate President of the Local Union by the 18th day of each month that the Employer has made the appropriate payment to the insurance carrier for the Employer benefit plan established under (c)(3) above, or is delinquent in such payment.

(8) Title to all the monies paid into and/or due and owing to the Trusts specified in this Article shall be vested in and remain exclusively in the Trustees of

those Trusts. It is the intention of the parties hereto that those Trusts shall constitute irrevocable trusts and that no benefits or money payable from those Trusts shall be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance or charge, and that any attempt so to anticipate, alienate, sell, transfer, assign, pledge, encumber or charge the same shall be void.

(9) It is understood that the individual Employees of Employers agree, through their representative, the United Mine Workers of America, to surrender any personal or individual right to or interest in monies paid or required to be paid to the Trusts pursuant to this Agreement.

(10) Any judgment obtained by the Trustees of the Trusts established pursuant to this Agreement for a default giving rise to damages accruing to more than one of the Trusts established hereunder shall be allocated by the Trustees among such Trusts in proportion to the amounts owing to each which gave rise to such judgment.

Section (e) **Responsibilities and Duties of Trustees**

(1) The 1974 Pension Trust, the 1993 Benefit Trust, and the 2012 Retiree Bonus Account Trust shall each be administered by a Board of four Trustees, two of whom shall be appointed by the Employers and two of whom shall be appointed by the Union. Either party may, but shall not be required to, appoint an individual

to serve as a Trustee on more than one Trust. One of the Trustees appointed by the Union shall be the Chairman. Each Board of Trustees shall perform its duties in accordance with the requirements, terms and conditions of each such Trust.

(2) It is the intent and purpose of the contracting parties that full cooperation shall be given by each of them to one another, to the Trustees provided for under this Article, and to all affected mine workers, to the eventual coordination and development of policies and working agreements necessary or advisable for the effective operation of the Trusts and Plans. The Trustees of the 1974 Pension Trust shall fully cooperate with the Trustees of the 2012 Retiree Bonus Account Trust and provide whatever information is necessary for the administration of the 2012 Retiree Bonus Account Plan.

(3) Action which may be required by the Employers in connection with any matter hereunder, including but not limited to the removal or appointment of a Trustee, may be taken by BCOA.

(4) All covenants, rights and obligations accruing to the Trusts, and the Benefit Plan, and the Trustees of the Pension and Benefit Trusts and Plans, and all breaches, violations and/or defaults of any provision of this Article pertaining to the Trusts and Plans, the Trust Agreements, or Pension Plans, shall be enforced by the Trustees, at their discretion, through any and all available legal means, without first exhausting the grievance and arbitration procedures set forth in this Agreement.

(5) Disputes arising under this Agreement with regard to the Employer benefit plan established in (c)(3) above shall be referred to the Trustees. The Trustees shall develop procedures for the resolution of such disputes. In the event the Trustees decide such dispute, such decision of the Trustees shall be final and binding on the parties. If the Trustees are unable to resolve the dispute, such dispute shall be referred to a permanent three-member arbitration panel selected by mutual agreement of the UMWA and the BCOA and maintained by the Trustees. A dispute referred in this manner shall be decided by one member of the arbitration panel, determined on a rotating basis, whose decision shall be final and binding on the parties. Precedent under the resolution of disputes mechanism previously in place shall remain in effect, and the panel shall be required to cooperate to assure the consistent interpretation of provisions under the Employer Plans under this Article. Such disputes shall not be processed under the provisions of Article XXIII (Settlement of Disputes).

Section (f) **Audits, Reports and Notices**

(1) It is agreed by the contracting parties that annual independent audits of the Trusts shall be made by independent certified public accountants to be designated by the Trustees of the Trusts. A statement of the results of such audits shall be sent to the contracting parties and shall be made available upon written request to any

working or retired miner or to any beneficiary either by mail or at the principal office of the Trusts, or at such other place as may be designated by the Trustees.

(2) If the Trustees determine that there is reasonable cause to question the accuracy of the sums paid under Section (d) of this Article, or of any verification thereof made by an Employer for a given monthly or annual period, the Employer shall, upon written request by the Trustees, make available for inspection and/or copying at reasonable times and places to a representative of the Trustees, those records which are necessary to verify the accuracy of the sums paid.

(3) A complete accounting, on a mine-by-mine basis, of contributions received by the Trusts under this Article shall be furnished by the Trustees, at least on a quarterly basis, to the International Union. Such an accounting will also be supplied to the District and Local offices of the Union with respect to the mine or mines under their jurisdiction. Such accounting shall include tonnages of coal procured or acquired for use or for sale, and hours worked with respect to which contributions were paid, together with an identification of any period or periods in which contributions were delinquent, showing the amounts of such delinquencies. The Trustees shall take such action as they deem appropriate to collect any such delinquencies, and shall advise the International Union and the appropriate Districts and Locals of the Union, on at least a monthly basis, of such delinquencies, as long as such delinquencies continue.

(4) Upon the written request of any International, District or Local officer of the Union, the Trustees shall make available within seven (7) days of receipt of such request an up-to-date accounting of contributions made and delinquencies outstanding, in respect to any mine or related facility with respect to which such officer has union jurisdiction.

(5) The Trustees shall furnish the Employers and the Union with such other documentation and information as provided for in each of the Trusts described herein.

Section (g) **Administration of Trusts**

(1) Each Employer shall make available to the Trustees within a reasonable time such information as the Trustees may determine to be reasonably required for the purpose of administering the Trusts and Plans.

(2) The Trustees shall respond to all written requests for information, applications, and other communications from beneficiaries within 15 working days from their receipt at the office of the Trusts. A response from the Trustees may be either a telephonic communication or a letter acknowledging receipt of such communication from the beneficiary. A pension application must be initially approved or denied within 12 weeks of the receipt of the application. The foregoing shall not apply in the event of delays caused by conditions beyond the control of the Trustees.

(3) The Trustees shall police and monitor the rolls of those entitled to benefits from the Trusts. On at least a

quarterly basis, the Trustees shall have available a complete listing of current beneficiaries, identified by UMWA district and local union jurisdiction, if applicable. The Trustees shall promptly investigate and determine the eligibility or ineligibility of any beneficiary whose right to receive benefits from the Trusts has been challenged by an Officer of the International, District or Local Union or by any Employer. In the event that a beneficiary or beneficiaries shall be determined to be ineligible for health care or other benefits, the Trustees shall take prompt action to correct the situation.

(4) The Trustees are authorized, upon prior written approval by the Employers and the Union, to make such changes in the Plans and Trusts hereunder as they may deem to be necessary or appropriate.

They are also authorized and directed, after adequate notice and consultation with the Employers and Union, to make such changes in the Plans and Trusts hereunder, including any retroactive modifications or amendments, which shall be necessary:

(a) to obtain all necessary determination letters or rulings from the Internal Revenue Service or other applicable federal agencies so as to ensure compliance with all applicable federal laws and regulations and ensure the continued qualification of the 1974 Pension Plan and Trust and the deductibility for income tax purposes of any and all contributions made by signatory Employers to such Trusts as paid or incurred;

(b) to conform the terms of each Plan and Trust to the requirements of ERISA, or any other applicable federal law, and the regulations issued thereunder;

(c) to obtain determination letters from the Internal Revenue Service that the 1974 Pension Plan will each meet the requirements of Section 401 of the Internal Revenue Code and the Trusts thereunder will be exempt under Section 501(a) of such Code and that the 1993 Benefit Trust will be exempt under Section 501(c)(9) of such Code;

(d) to establish the deductibility for income tax purposes of any and all contributions made by the signatory operators to the 1974 Pension Trust and 1993 Benefit Trust as paid or incurred; or

(e) to comply with all applicable court or government decisions or rulings.

In addition to the foregoing, the 1993 Benefit Plan Trustees shall have the authority to make any amendments to the plan of benefits of the 1993 Benefit Plan and Trust that they deem necessary and appropriate.

Section (h) **Guarantee of the 1974 Plan and Trust**

Notwithstanding any other provisions in this Agreement the Employers hereby agree to fully guarantee the pension benefits provided by the 1974 Pension Fund, during the term of this Agreement.

In order to fully fund these guaranteed benefits, the BCOA may increase, not decrease, the rate of contributions to be made to the 1974 Pension Trust during the

term of this Agreement. These contributions, which may be adjusted from time to time, shall be made by all Employers signatory hereto during the term of this Agreement.

In addition, each signatory Employer hereby agrees to fully guarantee the health benefits provided under its own Employer Plan described in Section (c)(3)(i) of this Article XX during the term of this Agreement.

GENERAL DESCRIPTION OF THE HEALTH AND RETIREMENT BENEFITS

The following is a general description of certain information contained in the UMWA 1974 Pension Plan and Trust, and the individual Employer's benefit plan. This description is intended merely to highlight certain information; it is not a complete statement of all of the provisions of the Plans and Trusts, nor is it intended to be a Summary Plan Description as defined in the Employee Retirement Income Security Act of 1974, and is qualified in its entirety by, and subject to the more detailed information contained in the Plans and Trusts, copies of which are on file and available for inspection at the offices of the UMWA Health & Retirement Funds, 2121 K Street, N. W., Washington, D.C. 20037. The specific provisions of the plans will govern in the event of any inconsistencies between the general description and the plans.

The benefits provided by the 1993 Benefit Trust may be amended from time to time, as determined by the

1993 Benefit Plan Trustees, subject to the following restrictions, and to the terms of the Trust:

(a) Benefits under the 1993 Benefit Trust shall only be those that can be provided from the assets of the Trust, but there shall be no benefit improvements during the term of this Agreement, and the total package of benefits under the Plan shall not exceed the value of the benefits provided under the individual Employer Plan pursuant to the terms of the 2002 Wage Agreement.

(b) No beneficiary shall be eligible for any benefit that is more generous than the retiree medical benefit contractually required to be provided under the individual employer benefit plan maintained by the signatory Employer.

(c) For those beneficiaries who are not actually enrolled in the 1993 Benefit Plan as of December 31, 2006 within the meaning of section 402(h)(2)(C) and (D) of the Surface Mining Control and Reclamation Act of 1977, as amended, the Trustees must monitor the assets of the 1993 Benefit Trust in order to provide benefits and shall address the Plan's overall financial status, including the stream of benefit obligations as well as the projected income from all available resources, and take prudent and appropriate actions consistent with their duties and obligations under the Trust and Plan documents, including, if necessary reducing benefits. If the Trustees do not act to reduce Plan benefits when and as required, then the Executive Director

of the UMWA Health & Retirement Funds (or if such position is vacant, the highest ranking staff member working exclusively on health benefit plan matters) shall adopt such benefit reductions effective immediately.

The parties expressly agree that the language references to “for life” and “until death” that are retained in this General Description are intended to mean that each Employer will provide, for life, only the benefits of its own eligible retirees who retire during the term of this Agreement. A retiree shall be considered to be a retiree of an Employer if his last signatory classified employment was with such Employer. The benefits and benefit levels provided by an Employer under its Employer Plan are established for the term of this Agreement only, and may be jointly amended or modified in any manner at any time after the expiration or termination of this Agreement.

However, under no circumstances will an Employer be responsible to provide benefits or to contribute toward the provision of benefits, through the 1993 Benefit Trust or any other plan, trust or mechanism, to former employees and retirees (or their spouses, surviving spouses or dependents) of any other Employer beyond the term of this Agreement.

Furthermore, the provisions in the NBCWA of 2007 regarding pension bonus payments for eligible beneficiaries of the 1974 Pension Plan payable on November 1, 2011 are unchanged in this Agreement.

The following general description does not apply to plans maintained pursuant to the Coal Act.

(1) PENSIONS FOR MINERS RETIRED UNDER THE FORMER 1950 PENSION PLAN:

Beginning on the Effective Date, pension benefits are according to the following schedules:

(a) For pensioners with at least 20 years of credited service who retired on other than a disability pension, the pension is \$425 per month. Any such pensioner whose pension is in pay status as of October 31, 2014 shall be issued by November 1, 2014, by separate check from the 2012 Retiree Bonus Account Plan, subject to the terms of the 2012 Retiree Bonus Account Plan, a one-time single sum payment projected at \$580. Any such pensioner whose pension is in pay status as of October 31, 2015 shall be issued by November 1, 2015, by separate check from the 2012 Retiree Bonus Account Plan, subject to the terms of the 2012 Retiree Bonus Account Plan, a one-time single sum payment projected at \$580. Any such pensioner whose pension is in pay status as of October 31, 2016 shall be issued by November 1, 2016, by separate check from the 2012 Retiree Bonus Account Plan, subject to the terms of the 2012 Retiree Bonus Account Plan, a one-time single sum payment projected at \$580.

(b) For pensioners who retired on a disability pension, the pension is \$267.50 per month. Any such disability pensioner whose pension is in pay status as of

October 31, 2014 shall be issued by November 1, 2014, by separate check from the 2012 Retiree Bonus Account Plan, subject to the terms of the 2012 Retiree Bonus Account Plan, a one-time single sum payment projected at \$455. Any such disability pensioner whose pension is in pay status as of October 31, 2015 shall be issued by November 1, 2015, by separate check from the 2012 Retiree Bonus Account Plan, subject to the terms of the 2012 Retiree Bonus Account Plan, a one-time single sum payment projected at \$455. Any such disability pensioner whose pension is in pay status as of October 31, 2016 shall be issued by November 1, 2016 by separate check from the 2012 Retiree Bonus Account Plan, subject to the terms of the 2012 Retiree Bonus Account Plan, a one-time single sum payment projected at \$455. Such pensioner will be entitled to retain his Health Services card for life. Upon his death, his widow will retain a Health Services card until her death or remarriage.

Any pensioner who is receiving a disability pension or a pension with at least twenty years of credited service under this Plan is entitled to receive health benefits until death. A widow is entitled to receive health benefits until her death or remarriage.

(c) For all other pensioners, any such pensioner whose pension is in pay status as of October 31, 2014 shall be issued by November 1, 2014, by separate check from the 2012 Retiree Bonus Account Plan, subject to the terms of the 2012 Retiree Bonus Account

Plan, a one-time single sum payment projected at \$455. Any such pensioner whose pension is in pay status as of October 31, 2015 shall be issued by November 1, 2015, by separate check from the 2012 Retiree Bonus Account Plan, subject to the terms of the 2012 Retiree Bonus Account Plan, a one-time single sum payment projected at \$455. Any such pensioner whose pension is in pay status as of October 31, 2016 shall be issued by November 1, 2016, by separate check from the 2012 Retiree Bonus Account Plan, subject to the terms of the 2012 Retiree Bonus Account Plan, a one-time single sum payment projected at \$455.

(1A) FORMER 1950 WIDOWS' PENSION:

A Widow's Pension is provided through the 1974 Pension Plan to widows of 1950 Pensioners (as defined in the 1974 Pension Plan). The benefit is \$175 per month. Existing as well as future widows of such 1950 Pensioners will receive this benefit.

Any such widow whose pension is in pay status as of October 31, 2014 shall be issued by November 1, 2014, by separate check from the 2012 Retiree Bonus Account Plan, subject to the terms of the 2012 Retiree Bonus Account Plan, a one-time single sum payment projected at \$455. Any such widow whose pension is in pay status as of October 31, 2015 shall be issued by November 1, 2015, by separate check from the 2012 Retiree Bonus Account Plan, subject to the terms of the 2012 Retiree Bonus Account Plan, a one-time single

sum payment projected at \$455. Any such widow whose pension is in pay status as of October 31, 2016 shall be issued by November 1, 2016, by separate check from the 2012 Retiree Bonus Account Plan, subject to the terms of the 2012 Retiree Bonus Account Plan, a one-time single sum payment projected at \$455.

(2) PENSIONS FOR MINERS WHO RETIRED UNDER THE 1974 PENSION PLAN PRIOR TO THE EFFECTIVE DATE:

Pension benefits for pensioners who retired prior to the Effective Date are continued at current pension benefit levels.

(a) For pensioners who retired on other than a minimum disability pension, such pensioner will be entitled to retain his Health Services card for life. Upon his death, his widow will retain a Health Services card until her death or remarriage.

(b) For pensioners who retired on a minimum disability pension, the pension is \$250 per month. Such pensioner will be entitled to retain his Health Services card for life. Upon his death, his widow will retain a Health Services card until her death or remarriage.

(c) Any pensioner who retired on other than a disability pension and whose pension is in pay status as of October 31, 2014 shall be issued by November 1, 2014, by separate check from the 2012 Retiree Bonus

Account Plan, subject to the terms of the 2012 Retiree Bonus Account Plan, a one-time single sum payment projected at \$580. Any pensioner who retired on other than a disability pension and whose pension is in pay status as of October 31, 2015 shall be issued by November 1, 2015, by separate check from the 2012 Retiree Bonus Account Plan, subject to the terms of the 2012 Retiree Bonus Account Plan, a one-time single sum payment projected at \$580. Any pensioner who retired on other than a disability pension and whose pension is in pay status as of October 31, 2016 shall be issued by November 1, 2016, by separate check from the 2012 Retiree Bonus Account Plan, subject to the terms of the 2012 Retiree Bonus Account Plan, a one-time single sum payment projected at \$580.

Any pensioner whose disability pension is in pay status as of October 31, 2014 shall be issued by November 1, 2014, by separate check from the 2012 Retiree Bonus Account Plan, subject to the terms of the 2012 Retiree Bonus Account Plan, a one-time single sum payment projected at \$455. Any such disability pensioner whose pension is in pay status as of October 31, 2015 shall be issued by November 1, 2015, by separate check from the 2012 Retiree Bonus Account Plan, subject to the terms of the 2012 Retiree Bonus Account Plan, a one-time single sum payment projected at \$455. Any such disability pensioner whose pension is in pay status as of October 31, 2016 shall be issued by November 1, 2016 by separate check from

the 2012 Retiree Bonus Account Plan, subject to the terms of the 2012 Retiree Bonus Account Plan, a one-time single sum payment projected at \$455.

(d) Any surviving spouse whose survivor pension is in pay status as of October 31, 2014 shall be issued by November 1, 2014, by separate check from the 2012 Retiree Bonus Account Plan, subject to the terms of the 2012 Retiree Bonus Account Plan, a one-time single sum payment projected at \$455. A surviving spouse whose survivor pension is in pay status as of October 31, 2015 shall be issued by November 1, 2015, by separate check from the 2012 Retiree Bonus Account Plan, subject to the terms of the 2012 Retiree Bonus Account Plan, a one-time single sum payment projected at \$455. A surviving spouse whose survivor pension is in pay status as of October 31, 2016 shall be issued by November 1, 2016, by separate check from the 2012 Retiree Bonus Account Plan, subject to the terms of the 2012 Retiree Bonus Account Plan, a one-time single sum payment projected at \$455. Such surviving spouse will retain a Health Services card until her death or remarriage.

(3) PENSIONS FOR MINERS WHO RETIRE ON OR AFTER THE EFFECTIVE DATE:

An eligible working miner who retires on or after the Effective Date and who is eligible for a pension under the terms of this Agreement will receive pension

benefits based upon the 1974 Pension Plan. Subject to (4) below, full credit is provided for years worked as a classified Employee in mines of signatory Employers.

The earliest retirement age is 55. A miner may retire at 55 with 10 or more years of signatory service.

Except as otherwise provided herein, pension benefits are increased as a miner accumulates years of signatory service. Benefits are also increased based upon a miner's age at the time of retirement with maximum benefits payable to miners who retire at the age of 62 or more.

In order to calculate the amount of a retirement benefit, it is necessary to add:

(1) the benefit amount for signatory service earned prior to February 1, 1989 ("Pre-1989 signatory service");

(2) the amount for signatory service earned between February 1, 1989, and January 31, 1990 ("1989 signatory service");

(3) the amount for signatory service earned on or after February 1, 1990 and before December 16, 1993 ("Post-1989 signatory service"); and

(4) the amount for signatory service earned on or after December 16, 1993 ("Post-1993 signatory service").

The retirement benefit for signatory service earned prior to February 1, 1989, is the following:

\$54.50 per month multiplied by the years of Pre-1989 signatory service for the first 10 such years, plus

\$55.00 per month multiplied by the years of Pre-1989 signatory service for the second 10 such years, plus

\$55.50 per month multiplied by the years of Pre-1989 signatory service for the third 10 such years, plus

\$56.00 per month multiplied by the years of Pre-1989 signatory service for each such year over 30.

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

The retirement benefit for signatory service earned from February 1, 1990, to December 16, 1993, is \$66.50 per year of Post-1989 signatory service.

The retirement benefit for signatory service earned on or after December 16, 1993 is \$69.50 per year of Post-1993 signatory service.

To estimate your pension, use the table on page 326.

Any pensioner whose pension (other than a disability pension) is in pay status as of October 31, 2014 shall be issued by November 1, 2014, by separate check from the 2012 Retiree Bonus Account Plan, subject to the terms of the 2012 Retiree Bonus Account Plan, a one-time single sum payment projected at \$580. Any pensioner who retired on (other than a disability pension) and whose pension is in pay status as of October 31, 2015 shall be issued by November 1, 2015, by separate check from the 2012 Retiree Bonus Account Plan, subject to the terms of the 2012 Retiree Bonus Account Plan, a one-time single sum payment projected at \$580. Any pensioner who retired on (other

than a disability pension) and whose pension is in pay status as of October 31, 2016 shall be issued by November 1, 2016, by separate check from the 2012 Retiree Bonus Account Plan, subject to the terms of the 2012 Retiree Bonus Account Plan, a one-time single sum payment projected at \$580.

**(3A) NEW INEXPERIENCED MINERS HIRED
AFTER JANUARY 1, 2012:**

A New Inexperienced Miner hired on or after January 1, 2012 will not earn vesting service, signatory service or credited service from the 1974 Pension Plan. Such a New Inexperienced Miner shall receive monthly Enhanced Premium Contributions and Supplemental Pension Contributions from his Employer to the United Mine Workers of America Cash Deferred Savings Plan of 1988, as described in Article XXB(d)4 and Article XXB(d)5 of this Agreement.

(4) SIGNATORY SERVICE:

Effective as of the calendar year 1978, each miner who works at least 1,000 hours in a calendar year as a classified Employee with a signatory Employer will receive credit for a full year of signatory service for the purpose of determining the amount of the pension. Time spent performing contractual obligations (such as safety inspections, mine committee work, etc.) shall be

considered as hours worked in the schedule below. Time spent performing work for the UMWA, its districts and local unions in lieu of regular scheduled classified work for the Employer shall be considered as hours worked in the schedule below. A person who is eligible to receive sickness and accident benefits will receive credit as hours worked in the schedule below, for the period of eligibility. Each miner who works less than 1,000 hours in a calendar year as a classified Employee with a signatory Employer will receive credit for the above purpose for a percentage of a year calculated in accordance with the following schedule:

<u>Hours Worked</u>	<u>Percentage of a Year of Signatory Service</u>
less than 250	0
250-499	25%
500-749	50%
750-999	75%
1,000 or more	100%

For the purpose of calculating benefits and/or determining vesting, employment with the United Mine Workers of America, following classified employment with an Employer, shall be treated as signatory service, provided that the employee does not receive a pension from the United Mine Workers of America Pension Plan based on such service.

Notwithstanding the foregoing, a classified Employee working on the weekend/holiday crew as pro-

vided in Appendix C shall receive credit for a percentage of a year calculated in accordance with the following schedule:

<u>Hours Worked</u>	<u>Percentage of a Year of Signatory Service</u>
less than 200	0
200-399	25%
400-599	50%
600-799	75%
800 or more	100%

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.

Notwithstanding anything to the contrary contained in this Agreement, any New Inexperienced Miner hired on or after January 1, 2012 will not earn any vesting, credited or signatory service from the 1974 Pension Plan.

(5) PENSIONS FOR DISABLED MINERS:

A miner who becomes permanently and totally disabled as a result of a mine accident occurring after the Effective Date will become eligible for pension benefits in accordance with the following schedule:

(a) If a miner has less than ten years of signatory service at the time of retirement, the miner will receive \$250 per month. Such pensioner will be entitled to retain a Health Services card for life. Upon his death, his widow will retain a Health Services card until her death or remarriage.

(b) If a miner has ten years or more of signatory service at the time of retirement, the miner will receive the greater of the minimum pension payable to a miner with less than ten years of signatory service or a pension based upon the years of signatory service which the miner has accumulated at the time of retirement calculated in accordance with the benefit schedule in (3) above. Such pensioner will be entitled to retain a Health Services card for life. Upon his death, his widow will retain a Health Services card until her death or remarriage

(c) Any pensioner whose disability pension under this section is in pay status as of October 31, 2014 shall be issued by November 1, 2014, by separate check from the 2012 Retiree Bonus Account Plan, subject to the terms of the 2012 Retiree Bonus Account Plan, a one-time single sum payment projected at \$455. Any pensioner whose disability pension is in pay status as of October 31, 2015 shall be issued by November 1, 2015, by separate check from the 2012 Retiree Bonus Account Plan, subject to the terms of the 2012 Retiree Bonus Account Plan, a one-time single sum payment projected at \$455. Any pensioner whose disability pen-

sion is in pay status as of October 31, 2016 shall be issued by November 1, 2016, by separate check from the 2012 Retiree Bonus Account Plan, subject to the terms of the 2012 Retiree Bonus Account Plan, a one-time single sum payment projected at \$455.

(d) A New Inexperienced Miner who becomes permanently and totally disabled as a result of a mine accident occurring on or after January 1, 2012, as well as a miner who makes the election described in Article XXB(d)7 (an “Electing Miner”) who becomes permanently and totally disabled as a result of a mine accident occurring on or after the date of his election, shall become eligible for a pension benefit equivalent to that provided in paragraph (a) or (b) above. Such New Inexperienced Miner or Electing Miner will be eligible for a Health Services card for life and, upon his death, his Surviving Spouse will retain a Health Services card until her death or remarriage. A New Inexperienced Miner or Electing Miner described in this paragraph and eligible dependents will be eligible to receive benefits from the 1993 Benefit Trust if his Employer meets the requirements of the 1993 Benefit Plan and Trust and this Agreement.

(6) PENSIONS FOR SURVIVING SPOUSES:

The 1974 Pension Plan provides for Surviving Spouse pensions. Benefits for an eligible surviving spouse will be payable in accordance with the following:

(a) If, on or after the Effective Date, a working miner dies (regardless of cause) and would have been eligible for an immediate pension had the miner retired on the date of death, the surviving spouse will be eligible for a pension equal to 75% of the pension the miner would have received, and will receive this pension until death. Such surviving spouse will be entitled to retain a Health Services card until death or remarriage.

(b) Upon the death of a pensioner, other than a deferred vested pensioner with less than 20 years of service, the surviving spouse of such pensioner will receive a pension equal to 75% of the pensioner's pension until death. Such surviving spouse will be entitled to retain a Health Services card until death or remarriage.

(c) If a miner working on or after the Effective Date becomes eligible for a pension, other than a deferred vested pension with less than 20 years of service, at any time thereafter, upon his death after age 55, the surviving spouse will be entitled to receive a Surviving Spouse pension equal to 75% of the miner's pension until death. Such surviving spouse will be entitled to retain a Health Services card until death or remarriage.

(d) If a miner had completed 10 years of credited service, died as a result of a mine accident during the term of the 1978 or 1981 Wage Agreement, and was not covered by a Surviving Spouse pension (or by any other monthly benefit payable to a surviving spouse under a Wage Agreement), the surviving spouse, if she

has never remarried and is surviving on the first day of the month following the Effective Date, will be entitled to receive a lump sum in the amount of \$10,000, plus \$100 for each month beginning with the first month following the Effective Date and continuing until her remarriage or death.

(e) Any surviving spouse whose survivor pension is in pay status as of October 31, 2014 shall be issued by November 1, 2014, by separate check from the 2012 Retiree Bonus Account Plan, subject to the terms of the 2012 Retiree Bonus Account Plan, a one-time single sum payment projected at \$455. A surviving spouse whose survivor pension is in pay status as of October 31, 2015 shall be issued by November 1, 2015, by separate check from the 2012 Retiree Bonus Account Plan, subject to the terms of the 2012 Retiree Bonus Account Plan, a one-time single sum payment projected at \$455. A surviving spouse whose survivor pension is in pay status as of October 31, 2016 shall be issued by November 1, 2016, by separate check from the 2012 Retiree Bonus Account Plan, subject to the terms of the 2012 Retiree Bonus Account Plan, a one-time single sum payment projected at \$455.

(6A) PRE-RETIREMENT SURVIVOR'S PENSION:

The Plan also provides a 75% survivor's pension for the spouse of a working miner with 10 years of vested

pension rights who dies before retirement age. The pension benefit will be payable to the surviving spouse at the time the miner would have attained age 55.

Any surviving spouse whose survivor pension is in pay status as of October 31, 2014 shall be issued by November 1, 2014, by separate check from the 2012 Retiree Bonus Account Plan, subject to the terms of the 2012 Retiree Bonus Account Plan, a one-time single sum payment projected at \$455. A surviving spouse whose survivor pension is in pay status as of October 31, 2015 shall be issued by November 1, 2015, by separate check from the 2012 Retiree Bonus Account Plan, subject to the terms of the 2012 Retiree Bonus Account Plan, a one-time single sum payment projected at \$455. A surviving spouse whose survivor pension is in pay status as of October 31, 2016 shall be issued by November 1, 2016, by separate check from the 2012 Retiree Bonus Account Plan, subject to the terms of the 2012 Retiree Bonus Account Plan, a one-time single sum payment projected at \$455.

(7) DEFERRED VESTED OR SPECIAL PENSIONS:

(a) If after the Effective Date an eligible working miner ceases working for any reason, except as provided in (b) below, after completing at least 10 years of signatory employment, and before age 55, the miner will be eligible to receive a pension at age 62, or an ac-

tuarily reduced pension at any time after 55. This pension will be calculated in accordance with (3) above.

(b) If after the Effective Date an eligible working miner ceases working and meets the following criteria:

(i) had 20 years of signatory service on date last worked;

(ii) had attained the age of 50 on the date last worked; and either

(iii) had been laid off and had not refused a recall to the mine from which he was laid off; or

(iv) had been terminated under Article III, Section (j) of the Wage Agreement (or if the miner had not been terminated, there had been a deterioration in physical condition which prevented the miner from performing his regular work as determined by a panel of three physicians, if the degree of such physical deterioration is disputed by the Trustees) and was not employed in the coal industry thereafter; then the miner will be eligible to receive a pension at age 62, or a pension at any time after age 55, reduced by one-quarter of one percent for each full month between the date on which pension benefits begin and the date the miner attains age 62.

(c) Any miner who ceased work prior to July 1, 2011, is eligible to receive a deferred vested pension under the 1974 Pension Plan and satisfies the criteria in (b) above shall have his pension recomputed using the one-quarter of one percent reduction based on the formula in effect

at his retirement. Such pensioner shall have his pension increased by any increases applicable to Age 55 Retirement which occurred after the date of his retirement and application for pension. Any increase under this paragraph shall be applied prospectively only.

(d) If on or after July 1, 2011, an eligible working miner ceases performing classified work and meets the following criteria:

(i) he had 20 years of signatory service on his date last worked;

(ii) he had been laid off and had not refused a recall to the mine from which he was laid off; or

(iii) he had been terminated under Article III, Section (j) of the Wage Agreement (or if the miner had not been terminated, there had been a deterioration in physical condition which prevented the miner from performing his 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

(iv) his pension is not in pay status on or before August 16, 1996;

then the miner will be eligible to receive a pension at age 62, or a pension at any time after age 55, reduced by one-quarter of one percent for each full month between the date on which pension benefits begin and the date the miner attains age 62.

(e) Special Permanent Layoff Pension-If on or after July 1, 2011, an eligible working miner ceases per-

forming classified work and meets the following criteria:

(i) he had 20 years of signatory service on his date last worked and was less than age 55; and

(ii) (A) he has been permanently laid off under circumstances in which his Employer has permanently closed the mine, or

(B) he has been permanently laid off;

then the miner will be eligible to receive a pension computed under the provisions of (3) above, calculated as if he were then age 55. In the case of a layoff described in (ii)(A) 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 (ii)(B) 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. A miner will be considered to have been “permanently laid off” under (ii)(B) if he has been on layoff status for at least 180 days, and has not refused a recall to the mine from which he was laid off. A miner who receives this special permanent layoff pension benefit, or any other pension benefit under this Article, forfeits all seniority, panel, and recall rights.

(f) Special 30-and-Out Layoff Pension—If an eligible working miner meets the following criteria:

(i) his last day of credited service under the 1974 Pension Plan is on or after January 1, 2002; and

(ii) he had at least 30 years of signatory service on such last day of credited service; and

(iii) he has been laid off and has not refused a recall to the mine from which he was laid off; and

(iv) 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 Participant to this Special 30-and-Out layoff pension benefit;

then the miner will be eligible to receive a pension computed under the provisions of (3) above, but with no actuarial reduction on account of age.

(g) 30-and-Out Pension—If a working miner meets the following criteria:

(i) his last day of credited service under the 1974 Pension Plan is on or after July 1, 2011; and

(ii) he had at least 30 years of signatory service on such last day of credited service; and

(iii) 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 en-

titling the Participant to this 30-and-Out pension benefit;

then the miner will be eligible to receive a pension computed under the provisions of (3) above, but with no actuarial reduction on account of age.

(h) The Surviving Spouse pension described in paragraph (6) does not apply to the surviving spouse of a miner receiving a deferred vested pension with less than 20 years of service.

(i) Any pensioner whose pension is in pay status as of October 31, 2014 shall be issued by November 1, 2014, by separate check from the 2012 Retiree Bonus Account Plan, subject to the terms of the 2012 Retiree Bonus Account Plan, a one-time single sum payment projected at \$580. Any pensioner who retired on and whose pension is in pay status as of October 31, 2015 shall be issued by November 1, 2015, by separate check from the 2012 Retiree Bonus Account Plan, subject to the terms of the 2012 Retiree Bonus Account Plan, a one-time single sum payment projected at \$580. Any pensioner who retired on and whose pension is in pay status as of October 31, 2016 shall be issued by November 1, 2016, by separate check from the 2012 Retiree Bonus Account Plan, subject to the terms of the 2012 Retiree Bonus Account Plan, a one-time single sum payment projected at \$580.

(j) Any surviving spouse whose survivor pension is in pay status as of October 31, 2014 shall be issued by November 1, 2014, by separate check from the 2012

Retiree Bonus Account Plan, subject to the terms of the 2012 Retiree Bonus Account Plan, a one-time single sum payment projected at \$455. A surviving spouse whose survivor pension is in pay status as of October 31, 2015 shall be issued by November 1, 2015, by separate check from the 2012 Retiree Bonus Account Plan, subject to the terms of the 2012 Retiree Bonus Account Plan, a one-time single sum payment projected at \$455. A surviving spouse whose survivor pension is in pay status as of October 31, 2016 shall be issued by November 1, 2016, by separate check from the 2012 Retiree Bonus Account Plan, subject to the terms of the 2012 Retiree Bonus Account Plan, a one-time single sum payment projected at \$455.

(7A) RETIREE BONUSES:

(a) The one-time single sum payments set forth in this Article are not intended as an ongoing feature of the 2012 Retiree Bonus Account Plan, and the Plan shall have no obligation to provide payments of this type other than those expressly provided for in this Article and in the Plan.

(b) Non-Duplication - No individual shall be entitled to receive a single sum bonus payment on any given date under more than one provision of this Article. Additionally, no individual shall be entitled to receive single sum bonus payments in excess of \$580 or \$455, as applicable, during any calendar year in combined

amounts and derived from any source, including the 2012 Retiree Bonus Account Plan, the individual Employer Retiree Bonus Differential Payment, and the UMWA 1974 Pension Trust. Notwithstanding the foregoing, and subject to this non-duplication restriction, in calendar year 2016, payments made solely from the 2012 Retiree Bonus Account Plan may exceed the projected amounts if the assets in the 2012 Retiree Bonus Account Trust are sufficient.

**(8) LIFE AND ACCIDENTAL DEATH AND
DISMEMBERMENT BENEFITS:**

Life and Accidental Death and Dismemberment Insurance benefits are provided by the Employer for working miners in accordance with the following schedule:

(a) Upon the death of a working miner due to other than violent, external and accidental means on or after the Effective Date, life insurance benefits, in the amount of \$80,000 from the Effective Date through December 31, 2011 and \$90,000 from January 1, 2012 through the term of the Agreement, will be paid to the miner's named beneficiary. Spouses who are not eligible for surviving spouse pension benefits, will continue eligibility for a Health Services card (also covers dependents) until remarriage or for 60 months, whichever occurs first.

(b) Upon the death of a working miner due solely to violent, external and accidental means on or after the Ef-

fective Date, life insurance benefits, in the amount of \$160,000 from the Effective date through December 31, 2011 and \$180,000 from January 1, 2012 through the term of the Agreement, will be paid to the miner's named beneficiary. Spouses who are not eligible for surviving spouse pension benefits, will continue eligibility for a Health Services card (also covers dependents) until remarriage or for 60 months, whichever occurs first.

(c) If a working miner should lose 2 or more members due to violent, external and accidental means on or after the Effective Date, the miner shall receive a \$100,000 dismemberment benefit from the Effective Date through December 31, 2011 and a \$120,000 dismemberment benefit from January 1, 2012 through the term of the Agreement. If a working miner shall lose one member due solely to violent, external and accidental means on or after the Effective Date, the miner shall receive a \$50,000 dismemberment benefit from the Effective Date through December 31, 2011 and \$60,000 from January 1, 2012 through the term of the Agreement. A member for the purpose of the above is (i) a hand at or above the wrist, (ii) a foot at or above the ankle or (iii) total loss of vision in one eye.

(d) Accidental death or dismemberment benefits are not payable if caused in whole or in part by disease, bodily or mental infirmity, ptomaine or bacterial infection, hernia, suicide, intentional self-inflicted injury, insurrection or acts of war or is caused by or results from committing or attempting to commit a felony.

(9) PENSIONER'S DEATH BENEFITS:

(a) Upon the death on or after the Effective Date and through June 30, 2013 of a 1950 Pensioner (as defined in the 1974 Pension Plan), and who is not a participant in the Combined Benefit Fund, a \$8,500 death benefit will be paid by the 1974 Pension Plan to his widow, or, in the absence of a widow to his dependents, if any; otherwise a \$7,000 death benefit will be paid by the 1974 Pension Plan to his nearest survivor.

Upon the death on or after July 1, 2013 of a 1950 Pensioner (as defined in the 1974 Pension Plan), and who is not a participant in the Combined Benefit Fund, a \$10,000 death benefit will be paid by the 1974 Pension Plan to his widow, or, in the absence of a widow to his dependents, if any; otherwise a \$8,500 death benefit will be paid by the 1974 Pension Plan to his nearest survivor.

(b) Upon the death on or after the Effective Date and through June 30, 2013 of a pensioner under this Agreement who retired under the 1974 Pension Plan, with other than a deferred vested pension based on less than 20 years of credited service, a \$8,500 death benefit will be paid by the 1974 Pension Plan to the named beneficiary of the deceased retiree if such named beneficiary is a surviving spouse or dependent relative; otherwise, a death benefit of \$7,000 will be paid by the 1974 Pension Plan to the named beneficiary of such deceased retiree.

Upon the death on or after July 1, 2013 of a pensioner under this Agreement who retired under the

1974 Pension Plan, with other than a deferred vested pension based on less than 20 years of credited service, a \$10,000 death benefit will be paid by the 1974 Pension Plan to the named beneficiary of the deceased retiree if such named beneficiary is a surviving spouse or dependent relative; otherwise, a death benefit of \$8,500 will be paid by the 1974 Pension Plan to the named beneficiary of such deceased retiree.

For purposes of this paragraph, “a pensioner under this Agreement” means a pensioner who is not entitled to benefits from the Combined Fund, is not entitled to death benefit coverage from a plan maintained by his employer, and who meets one of the following conditions:

- i) the pensioner is a participant in the 1992 Benefit Plan;
- ii) the pensioner is a participant in the 1993 Benefit Trust;
- iii) the pensioner is a participant in an individual employer plan maintained pursuant to the Coal Act and whose last signatory employer ceased producing and/or processing coal prior to December 16, 1993;
- iv) the pensioner was entitled to death benefit coverage from the 1974 Pension Plan on February 1, 1993 (or would have been had he been retired or eligible to retire on that date); or
- v) the pensioner’s last signatory employer (the employer for whom such pensioner last worked in signatory classified employment) is a

current 1974 Pension Plan contributor signatory to the 2011 NBCWA or to an agreement (including prior agreements, where applicable) requiring a contribution obligation with respect to the 1974 Pension Plan that is identical to the contribution obligation set forth in the 2011 NBCWA (or prior NBCWAs, where applicable).

(c) Age 55 and above—Upon the death at or after age 55 of an Electing Miner defined in Article XXB(d)7 who dies after making his election or of a New Inexperienced Miner hired on or after January 1, 2012, and where each is no longer in active employment in the bituminous coal industry and, either such Miner’s last hour worked (including, for this purpose only, Sickness and Accident benefits) for an Employer was on or after age 55, or such Miner’s last hour worked (including, for this purpose only, Sickness and Accident benefits) for an Employer was prior to age 55 and who obtains 20 or more years of service (determined as if the miner had not been an Electing Miner or New Inexperienced Miner as set forth in paragraph (e)), a death benefit will be paid from the 1974 Pension Plan to the named beneficiary of such Electing Miner or New Inexperienced Miner in the amount specified in paragraph (b).

(d) Under Age 55—Upon the death before reaching age 55 of an Electing Miner defined in Article XXB(d)7 who dies after making his election or of a New Inexperienced Miner hired on or after January 1,

2012, each of whom is no longer in active employment in the bituminous coal industry and, who obtains either (i) 30 or more years of service or (ii) 20 or more years of service (in each case determined as if the miner had not been an Electing Miner or New Inexperienced Miner as set forth in paragraph (e)) and was permanently laid off from his last signatory Employer, a death benefit will be paid from the 1974 Pension Plan to the named beneficiary of such Electing Miner or such New Inexperienced Miner in the amount specified in paragraph (b).

(e) For purposes of determining whether a New Inexperienced Miner and an Electing Miner has the necessary years of service under Sections (9)(c), 9(d) and (10)(l) of the General Description of Health and Retirement Benefits in Article XX, the phrase “determined as if the miner had not been an Electing Miner or New Inexperienced Miner” means (i) for a New Inexperienced Miner hired on or after January 1, 2012, the number of years he has received Supplemental Pension Contributions, and (ii) for an Electing Miner, the number of combined years he has received 1974 Pension Plan credit hours and Supplemental Pension Contribution hours.

(10) HEALTH CARE:

Health care benefits provided under the Employer Benefit Plan are guaranteed during the term of this Agreement subject to the terms of this Agreement at

the level of benefits provided in the Employer Benefit Plan.

(a) Notwithstanding any other provisions of Article IV of this Agreement, the parties agree that an Employer may establish a 2007 New Inexperienced Miners' Optional Work Schedule as set forth in Appendix D of this Agreement.

(b)(i) Working miners will be provided health benefits through their individual Employer's benefit plan maintained pursuant to this Article.

(ii) Notwithstanding the foregoing, a New Inexperienced Miner entering the bituminous coal mining industry for the first time on or after January 1, 2007 who does not have a State Miner's Certificate dated prior to January 1, 2007 shall receive monthly Enhanced Premium Contributions (\$1.00 per hour worked from the Effective Date through December 31, 2013 and \$1.50 per hour worked during Calendar Years 2014, 2015 and 2016) from the Employer to the Savings Plan. So long as permitted under the IRC without adverse tax consequences, an Employee shall be entitled to make a one-time, irrevocable election to have Enhanced Premium Contributions made to the CDSP as provided herein. An Employee subject to Enhanced Premium Contributions shall not be entitled to health care following his retirement date, based on service with the Employer, except as a Disabled Employee or a Pensioner receiving a Disability Retirement Pension (including a Minimum Disability Retirement Pension).

(c) Pensioners, other than deferred vested pensioners with less than 20 years of service, pensioners receiving a Special Permanent Layoff Pension, pensioners receiving a Special 30-and-Out Layoff Pension, and pensioners receiving a 30-and-Out Pension retired under the 1974 Pension Plan will be provided health benefits through the Employer from which they retired. Pensioners entitled to benefits from a plan maintained pursuant to the Coal Act will receive benefits from such plan.

(d) Pensioners receiving a Special Permanent Layoff Pension, or a Special 30-and-Out Layoff Pension, will be provided health benefits from their Employers in accordance with the layoff benefits otherwise provided under this Wage Agreement; subsequently, upon reaching age 55, such pensioners shall receive health benefits from their Employers. Pensioners receiving a 30-and-Out Pension will, upon reaching age 55, receive health benefits from their Employers.

(e) Pensioners, both regular and disabled, their surviving spouses and dependents, who are described in Section (c)(3)(ii) will have benefits provided under the 1993 Benefit Plan and Trust.

(f) Pregnancy benefits will be provided in the same manner as for any other disability.

(g) Only benefits for prescription drugs (only those drugs requiring a prescription for dispensing) are provided.

(h) Spouses of working miners who died, who are not eligible for Surviving Spouse pension benefits, will

continue eligibility for health care until remarriage, or for 60 months, whichever occurs first.

(i) Deferred vested pensioners with less than 20 years of service under the 1974 Pension Plan and miners who will receive a pension with less than 20 years of service under the former 1950 Pension Plan are ineligible for health care. Disability pensioners under both the former 1950 Pension Plan and the 1974 Pension Plan will continue to receive their Health Services card.

(j) Disabled or retarded children of Health Services cardholders will be covered for life, so long as a surviving parent holds the card.

(k) Spouses of disabled employees who had more than 20 years of service, and died prior to receiving a pension and after receiving all Sickness and Accident Benefits, and who are not eligible for Surviving Spouse pension benefits, will continue eligibility for health care until remarriage, or for 36 months, whichever occurs first.

(l) If a New Inexperienced Miner or a miner who has made the election described in XXB(d)7 (“Electing Miner”) becomes a Disabled Employee and such New Inexperienced Miner or Electing Miner obtains more than 20 years of service (determined as if the miner had not been a New Inexperienced Miner or Electing Miner), he will receive a Health Services card for life. If such Disabled New Inexperienced Miner or such an Electing Miner, obtains more than 20 years of service

(determined as if the miner had not been a New Inexperienced Miner or Electing Miner), and dies prior to reaching age 55, his surviving spouse will receive a Health Services card until remarriage, or for 36 months, whichever occurs first. If such Disabled New Inexperienced Miner or such an Electing Miner, obtains more than 20 years of service (determined as if the miner had not been a New Inexperienced Miner or Electing Miner), and dies upon or after reaching age 55, his surviving spouse will receive a Health Services card for life or until remarriage. A New Inexperienced Miner or Electing Miner described in this paragraph and eligible dependents will be eligible to receive benefits from the 1993 Benefit Trust if his Employer meets the requirements of the 1993 Benefit Plan and Trust and this Agreement.

(m) If an Employee who has made the election described in Article XXB(d)7 (“Electing Miner”) dies, and the spouse would have been eligible for a Surviving Spouse Benefit had such miner not been such an Electing Miner, such eligible spouse of the Electing Miner will receive a Health Services card for life or until remarriage. The eligible dependents of a deceased Electing Miner who was not eligible for the monthly Enhanced Premium Contributions described in Article XXB(d)4 will be eligible to receive benefits from the 1993 Benefit Trust if the deceased Electing Miner’s Employer meets the requirements of the 1993 Benefit Plan and Trust and this Agreement.

(n) If an Employee who is a New Inexperienced Miner, or who is an Electing Miner who has made the election described in Article XXB(d)7, dies as the result of a mine accident, the spouse will receive a Health Services card for life or until remarriage. The eligible dependents of a New Inexperienced Miner who dies as the result of a mine accident will be eligible to receive benefits from the 1993 Benefit Trust if the New Inexperienced Miner's Employer meets the eligibility requirements of the 1993 Benefit Plan and Trust and this Agreement.

Explanatory Note on Employer Provided Health Plans

Active miners and their surviving spouses and dependents, and pensioners, their dependents, and surviving spouses receiving pensions from the 1974 Pension Plan, will receive health care provided by their Employer through insurance carriers. A Health Services card identifying the Participant's eligibility for benefits under the health plan shall be provided by the Employer.

The Trustees of the UMWA Health and Retirement Funds shall resolve any disputes, as provided in Section (e)(5), including excessive fee disputes, to assure consistent application of the health plan provisions in the Employer Benefit Plans and of the managed care programs authorized by this Agreement.

Enhanced Cost Containment Program

In an effort to address the problems generated by the ever-increasing cost of health care, while maintaining a high level of benefits, the parties have mutually agreed to adopt managed care and cost containment programs.

a. Coordination of Benefits

If an individual is covered as a dependent under both the Employer Benefit Plan and under a plan maintained by a different employer, the benefits of the two plans will be coordinated so that no more than the total charges for covered medical goods and services will be paid. In no event will the Employer Benefit Plan be required to pay more than it otherwise would have paid without regard to this provision. The health plan shall coordinate benefits in accordance with the “birthday rule” adopted by the National Association of Insurance Commissioners.

b. Generic Drug Substitution

If a Beneficiary uses a brand name drug when a generic equivalent is available, the Beneficiary is responsible for the difference in cost between the generic drug and the brand name drug, in addition to the normal copayment. A generic drug will not be considered “available” unless it has been approved by the federal Food and Drug Administration. In addition, if the prescribing physician determines that use of a brand name drug is medically necessary, the generic drug will not be considered “available,” and there will be no addi-

tional payment by the Beneficiary for the use of the brand name drug.

c. Health Care Participating Provider Lists (PPL)

The Employer may implement Participating Provider Lists (PPLs) of physicians, hospitals, pharmacies and other providers, subject to the following requirements.

1. Initial Certification and Recertification—All Participating Provider Lists (PPLs) must be certified prior to their implementation to ensure that they meet the required standards, and recertified at least once during the term of this Agreement, in accordance with a procedure to be agreed-to between the UMWA and the BCOA. The costs of certification and recertification will be borne by the Employer.
2. Ongoing Review—Continued compliance of each PPL with the required standards will be subject to ongoing review.
3. Criteria—A PPL established by an Employer must meet the necessary criteria. The following is a general statement of the required elements:
4. Choice—Each covered individual will have the freedom to select any provider within the PPL, regardless of whether that provider is a generalist or specialist.
5. Reduction of Paperwork and Prohibition on

Prepayment—Eligible individuals utilizing PPL providers shall, to the extent possible, not be required to fill out or submit claims forms. In addition, such individuals shall not be required to pay a PPL provider any amount other than the copayment permitted under this Agreement.

6. Quality Certification—All providers must meet quality standards.
7. Accessibility
 - a. Providers will be available within a reasonable distance. Where possible, this means that a covered individual will not have to travel more than 20 to 30 minutes to receive general medical care.
 - b. There will be adequate numbers of providers in the different specialties to ensure that each member will have a sufficient choice.
 - c. Providers must be available to see covered individuals within a reasonable period, depending upon the nature of the problem.
8. Breadth of Scope—The PPL shall include adequate diversification of specialties and facilities.
9. Additional Specialties—The program must have provision for going outside the PPL for necessary specialties and/or facilities that are

not contained within the PPL, at no additional cost to the covered individual.

10. Other Outside Referrals—The program must have provision for referral outside the PPL where particular medical services can be better provided elsewhere in the opinion of the referring PPL provider, at no additional cost to the covered individual.
11. Emergencies—Emergency treatment is covered in full (subject to applicable copayments) whether or not provided within the PPL.
12. Beneficiaries Outside PPL Area—A Beneficiary who lives outside an area served by the PPL shall be permitted to utilize non-PPL providers without incurring additional copayments. For purposes of determining the Beneficiary's copayments, utilization of such non-PPL providers shall be considered to be within the PPL.
13. Transition—Out of PPL—If a Beneficiary has begun to undergo a course of treatment with a non-PPL provider prior to the establishment of the PPL (or with a PPL provider that leaves the PPL), completion of that course of treatment will not be considered “out of PPL” as follows:
 - a. for an acute condition (including pregnancy, treatment for cancer, etc.), for the

duration of the specific course of treatment.

- b. for a chronic condition, for up to six months.
14. Viability—A PPL must be viable, both financially and otherwise, in order to ensure that it will continue to be able to appropriately serve the participant population.
 15. Internal Review—Each PPL must have internal mechanisms (including physician peer review) to resolve member complaints and to ensure that the highest quality standards are maintained.
 16. Precertification—Precertification for services (including hospitalization) performed by PPL providers are the responsibility of the provider, and not the covered individual. In addition, precertification in the event a covered individual is referred to a provider outside the PPL is the responsibility of the PPL provider making the referral.

Failure to precertify a non-emergency hospital admission to a non-PPL hospital (other than by referral from a PPL provider) or certain other specified inpatient and out-patient procedures performed by a non-PPL provider, will subject the Beneficiary to a \$300 deductible.

17. Out of PPL Costs

- a. Hospitalization—Benefits for inpatient treatment by a non-PPL hospital are paid at 90% of the in-PPL rates. The Beneficiary is responsible for the remainder of the charges.
- b. Doctor Visits—Each office visit to a non-PPL physician is subject to a \$20 copayment.
- c. The maximum total out-of-pocket expense under a and b above is \$1,600 per family per year in addition to the precertification penalties.

18. Prescription Drugs—Prescription drugs will be provided through the PPL at a reduced copayment of \$5.00. Prescriptions bought Out of PPL are subject to a \$10.00 copayment. Mail order prescription drugs, where available, will be provided at no copayment. (See chart below.)

d. Each Employer agrees to provide the Union with information sufficient to evaluate the effectiveness of the cost containment programs adopted pursuant to this Article. Such information will be provided no less than annually, and shall include a detailed statement of utilization and costs associated with the Employer Benefit Plans.

The following co-payments are required under the Employer Benefit Plan:

	<u>In- PPL</u>	<u>Out -of- PPL</u>
Prescription Drugs	\$5.00 per prescription	\$10.00 per prescription
Prescription Drugs—Mail Order (where available)	\$0 per prescription	Not Applicable
Prescription Drugs—Brand Name where Generic is Available	\$5.00 Plus Additional Cost of Brand Name Drug	\$10.00 Plus Additional Cost of Brand Name Drug
Physician Charges	\$12.00 per office visit	\$20.00 per office visit
Hospital— and Related Charges	\$0	Balance over 90% of PPL Charges

In addition:

a. No family will have to pay more than \$240 for In-PPL Physician office visits in any year.

b. No family will have to pay more than \$1,600 in combined Out of PPL Hospital and Related Charges and Out of PPL Physician office visits.

For Out of PPL services, and for services provided prior to the establishment of PPLs, claim forms will be available at most hospitals, clinics, and physician of-

fices. Generally, nothing more is required than signing the forms authorizing the hospital, clinic, or physician to bill the insurance carrier for the services rendered. The insurance carrier will keep individual records for each Participant and dependent and will notify the Participant of the co-payments credited to his account. The hospital, clinic, or physician will bill the Participant for the co-payment amount until the maximum is reached. In some instances, when the Employee pays for services or drugs, the bills should be obtained and submitted with the claim form according to the instructions on the form. If the annual co-payment maximum has been reached, the carrier will remit to the Participant the full payment for covered benefits.

Where possible, for In-PPL services, no claim forms will be required. The PPL provider will generally be responsible for the submission of claims and other paperwork to the insurance carrier. Although a PPL provider may require payment by the Beneficiary of permitted co-payments, such a provider may not require payment by a Beneficiary of amounts that exceed the permitted copayments.

Covered drug prescriptions may be filled at drug-stores, clinics and hospital prescription offices.

In an effort to address the problems generated by the ever-increasing cost of prescription drugs, while recognizing the importance of prescription drugs and their value in managing employee health care, and while maintaining a high level of benefits, the parties have

mutually agreed to adopt managed care and cost containment programs such as the program below.

e. The UMWA and BCOA will mutually agree to the appointment and retention of a third party Pharmacy Expert. The individual appointed must have actively practiced as a pharmacist and currently be a registered pharmacist. The Pharmacy Expert cannot be an employee of any Pharmacy Benefit Manager or Pharmaceutical Manufacturer. The Pharmacy Expert will participate on a Pharmacy Review Board composed of one member appointed by the UMWA, one member appointed by the Employer, and the Pharmacy Expert.

1. The Pharmacy Review Board will certify the formulary, which is a list of preferred drug products (PDP). All PDP's that are currently being used must be certified. The initial certification process must be completed within 120 days after the appointment of a Pharmacy Expert. An Employer may continue to use the current PDP of its Plan during the selection of a Pharmacy Expert and during the 120-day certification process. Certification of the PDP will be based on the following criteria:

a. The PDP was recommended by the P&T Committee at the Employer's Pharmacy Benefits Manager (PBM).

b. The Pharmacy Expert, as a member of the Pharmacy Review Board, should evaluate the PDP based on the following standards of quality:

Safety, Efficacy, Comparison Studies, Approved Indications, Adverse Effects, Contraindications/Warnings/

Precautions, Pharmacokinetics, Patient Administration/Compliance Considerations, Medical Outcome and Pharmacoeconomic Studies.

2. Election, Removal or Change of the Pharmacy Expert.

a. The Pharmacy Expert must be selected within 120 days after the Effective Date of this Agreement.

b. The Pharmacy Expert can be removed and/or replaced at any time subject to the mutual agreement of the UMWA and BCOA. The current Pharmacy Expert will remain in his or her position until a replacement is selected. The replacement process cannot exceed 120 days.

3. Ongoing Review

a. The PDP will be reviewed annually.

b. Interim review will be performed as necessary, if mutually agreed upon by the UMWA and the Employer.

c. Changes in the PDP may only be adopted as part of an annual or interim review.

4. The Employer will communicate changes in the PDP to plan participants and network physicians. Any change to the PDP will be communicated 90 days prior to taking effect. If a participant fills a prescription for a non-PDP drug, a communication will be sent to both the physician and the individual outlining the appeal process and the surcharge for additional purchases. If no appeal is received within 30 days, the next refill of the drug will be subject to a \$7.50 surcharge, and each following refill

of that drug will be subject to a \$15 surcharge. If an appeal is filed, surcharges are suspended for 60 days, or until the date of the resolution of the appeal, if later.

5. Funding

BCOA has the authority to reallocate up to \$0.02 per hour worked from future contributions to the Training & Education Fund to the ROD Trust to cover the expenses of the Formulary Review Program.

6. Appeal Process

The decision of the Pharmacy Review Board shall be binding. There will be an appeal process for beneficiaries that are requesting to use a non-PDP drug and not pay a surcharge.

Each Participant will receive a "Summary Plan Description" booklet. Each year a financial report of the Plan will be provided to each Participant.

(11) VISION CARE:

Vision care is provided for Employees, disabled Employees, Pensioners, surviving spouses, and their dependents, covered with a Health Services card through the Employer Benefit Plan. Coverage under the plan is identical to that provided in the 2007 Agreement, increased by 10% effective January 1, 2012, and by 10% effective January 1, 2014.

(12) HEALTH CARE COST CONTAINMENT:

The Union and the Employers recognize that rapidly escalating health care costs, including the costs of

medically unnecessary services and inappropriate treatment, have a detrimental impact on the health benefit program. The Union and the Employers agree that a solution to this mutual problem requires the cooperation of both parties, at all levels, to control costs and to work with the health care community to provide quality health care at reasonable costs. The Union and the Employers are, therefore, committed to fully support appropriate programs designed to accomplish this objective. This statement of purpose in no way implies a reduction of benefits or additional costs for covered services provided miners, pensioners and their families.

In any case in which a provider attempts to collect excessive charges or charges for services not medically necessary, as defined in the Plan, from a Beneficiary, the Plan Administrator or its agent shall, with the written consent of the Beneficiary, attempt to resolve the matter, either by negotiating a resolution or defending any legal action commenced by the provider. Whether the Plan Administrator or its agent negotiates a resolution of a matter or defends a legal action on a Beneficiary's behalf, the Beneficiary shall not be responsible for any legal fees, settlements, judgments or other expenses in connection with the case, but may be liable for any services of the provider which are not provided under the Plan. The Plan Administrator or its agent shall have sole control over the conduct of the defense, including the determination of whether the claim

should be settled or an adverse determination should be appealed. The protections of this paragraph shall not apply in the case of any service or supply obtained from a non-PPL source, until the out-of-pocket maximum is reached.

(13) NATIONAL HEALTH CARE:

Notwithstanding any other provision of this Article, in the event the United States Government enacts a system of comprehensive national health care that provides an alternative means of providing benefits required under this Article, then either the UMWA or the BCOA may, without affecting the integrity of any other provision of this Agreement, reopen this Agreement for the purpose of negotiating modifications to the Employer Plan, the 1993 Benefit Plan and Trust, or both. Additionally, the 1993 Benefit Trust may be renegotiated at the termination of this Agreement.

Article XXA—DENTAL PLAN

INTRODUCTION

The Plan provides dental benefits for Employees and their eligible Dependents at a cost to each Employee of \$2 per month payable on a payroll deduction basis, or if applicable as a reduction in the Employee's Sickness and Accident Benefits if such Employee is disabled and receiving such Benefits during the particular month.

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SECTION I **Definitions**

The following terms shall have the meaning herein set forth:

(1) “Employer” means (Name of Company).

(2) “Wage Agreement” means the National Bituminous Coal Wage Agreement of 2011.

(3) “Plan Administrator” shall be the Employer, a subsidiary of the Employer, an affiliated company of the Employer or an employee of the Employer, as designated by the Employer.

(4) “Employee” shall mean a person actively working in a classified job for the Employer, eligible to receive dental benefits pursuant to Section II.

(5) “Dependent” shall mean any person described in paragraph C of Section II.

(6) “Attains the age” shall mean on or after 12:01 A.M. of the anniversary date of one’s birth.

SECTION II **Eligibility**

The persons eligible to receive the dental benefits pursuant to Section III are as follows:

A. EMPLOYEES

Benefits under Section III shall be provided to any Employee who has completed 6 months of classified employment with the Employer and:

- (1) is actively at work on the Effective Date of this Plan; or

- (2) is actively at work on or after the Effective Date of the Wage Agreement and is disabled and receiving or would, upon proper application, be eligible to receive Sickness and Accident Benefits pursuant to the Wage Agreement.

Except as provided in (2) above, any Employee of the Employer who is not actively at work for the Employer on the Effective Date of this Plan will not be eligible for coverage under this Plan until the later of the date the Employee

- (1) returns to active employment with the Employer, or
- (2) completes 6 months of classified employment with the Employer.

A new Employee will not be eligible for coverage under this Plan until such Employee completes 6 months of classified employment with the Employer.

B. EFFECTIVE DATE OF COVERAGE

Coverage will become effective as of the first day of the month following the date the Employee becomes eligible pursuant to paragraph A above.

C. ELIGIBLE DEPENDENTS

Dental benefits under Section III shall be provided to the following dependents of an Employee eligible for dental coverage pursuant to paragraph A above:

- (1) A spouse who is living in the same household (residence) with the eligible Employee;
- (2) Children of an eligible Employee who have not attained age 26, without regard to the child's marital, student, or residential status.

The term "Dependents" does not include a person who is covered under any other group dental plan or program toward the cost of which the Employer contributes or who is covered as an Employee under this Plan.

SECTION III **Benefits**

A. PAYMENT OF BENEFITS

After application of a Benefit Year (October 1st—September 30th) deductible amount of \$50 for you and \$50 for each of your Dependents for other than preventive services (those procedures prefaced by an asterisk in the Schedule of Benefits), and subject to the maximums specified in this Plan, benefits are payable in accordance with the Schedule of Benefits set out in Section V, but in no event will the benefit for a specific dental service be greater than the dentist's charge for the specific dental procedure.

B. MAXIMUM BENEFITS

After application of the Benefit Year deductible(s) referred to in paragraph A above:

- (1) The maximum benefit payable for all Covered Dental Expenses incurred during any Benefit

Year (excluding orthodontic benefits which are not subject to this limitation) shall be \$1,450 for you and \$1,450 for each of your dependents through December 31, 2011, increasing to \$1,595 for you and \$1,595 for each of your dependents on January 1, 2012 through December 31, 2013 and increasing to \$1,754.50 for you and \$1,754.50 for each of your dependents on January 1, 2014. Notwithstanding the foregoing the Maximum Annual Benefits listed in this paragraph shall not be applicable to children age 18 and under.

- (2) In applying the maximums referred to in (1) above, benefits for Covered Dental Expenses paid under any other group dental plan or program toward the cost of which the Employer contributes shall be considered to have been paid under this Plan.
- (3) The maximum orthodontic benefit during any Benefit Year shall be \$805.26 through December 31, 2011 (\$885.79 effective January 1, 2012 through December 31, 2013 and \$974.37 effective January 1, 2014) for each of your eligible Dependents prior to the attainment of age 26, with a lifetime maximum of \$2,415.77 through December 31, 2011 (\$2,657.35 effective January 1, 2012 through December 31, 2013 and \$2,923.09 effective January 1, 2014) for each such Dependent.

C. CLAIMS NOT REQUIRING PREDETERMINATION OF BENEFITS

When Covered Dental Expenses are incurred by you or one of your Dependents for emergency treatment, routine oral examinations, X-rays, prophylaxis, fluoride treatments or a course of treatment, the charge for which is not expected to exceed \$150, predetermination of benefits (paragraph D below) is not required. The claims administrator will make the applicable benefit payment; however, any of the dentist's charges not payable under the provisions of the Dental Benefits coverage will be your responsibility.

D. CLAIMS REQUIRING PREDETERMINATION OF BENEFITS

If a course of treatment for you or one of your Dependents can reasonably be expected to involve dentist's charges of \$150 or more, or if a course of treatment is for orthodontia, a description of the procedures to be performed and an estimate of the dentist's charges must be filed with the claims administrator prior to the commencement of the course of treatment.

For orthodontic procedures, the treatment plan must (1) provide a classification of malocclusion; (2) recommend and describe necessary treatment by orthodontic procedures; (3) estimate the duration over which treatment will be completed; (4) estimate the total charge for treatment; and (5) be ac-

accompanied by cephalometric x-rays, study models and other supporting evidence the claims administrator may require.

As used herein "course of treatment" means a planned program of one or more services or supplies, whether rendered by one or more dentists for the treatment of a dental condition diagnosed by the attending dentist as a result of an oral examination. The course of treatment commences on the date a dentist first renders a service to correct or treat such diagnosed dental condition.

The claims administrator will notify you and your dentist of the benefits certified as payable based upon such course of treatment within 30 days of receipt of the request for predetermination, or, if such certification cannot be made within 30 days, the claims administrator will notify you why a certification has been delayed. In determining the amount of benefits payable, consideration will be given to alternate procedures, services or courses of treatment that may be performed for such dental condition in order to accomplish the desired result. The amount included as certified dental expenses will be the appropriate amount determined in accordance with the provisions of paragraph E below, subject to the maximums set forth in paragraph B above and the limitations set forth in paragraph F below. If you and your dentist agree to a charge higher than the amount predetermined by the

claims administrator, such excess will not be paid by the Plan and will be your responsibility.

If description of the procedures to be performed and an estimate of the dentist's charges are not submitted in advance, the claims administrator reserves the right to make a determination of benefits payable taking into account alternate procedures, services or courses of treatment, based on accepted standards of dental practice.

E. COVERED DENTAL EXPENSES

Covered Dental Expenses are those procedures specified in Section V incurred in connection with dental services which are performed by:

- (1) a licensed dentist practicing within the scope of his license, or
- (2) a licensed physician authorized by his license to perform the particular dental services rendered but only to the extent such charges are for services and supplies customarily employed for treatment of that dental condition and only if rendered in accordance with accepted standards of dental practice.

F. LIMITATIONS

The following limitations* apply:

(*In respect of those services and/or supplies subject to a time period limitation, such period will be determined on a date-to-date basis measured from the date of service.)

- (1) Routine oral examinations and prophylaxis (scaling and cleaning of teeth) are limited to not more than two in any period of 12 consecutive months.
- (2) Space maintainer (a fixed or removable appliance designed to prevent adjacent and opposing teeth from moving) that replaces prematurely lost teeth are provided only for eligible Dependents prior to the attainment of age 26.
- (3) Full mouth X-rays are limited to once in any period of 36 consecutive months and supplementary bitewing X-rays are limited to not more than two in any period of 12 consecutive months.
- (4) Relining or rebasing of dentures are limited to once in any period of 36 consecutive months, provided such relining or rebasing occurs more than six months after the initial installation or replacement.
- (5) Adjustments to partial or full removal dentures are limited to the first six months following the date of installation.
- (6) The addition of teeth to an existing partial removable denture or to bridgework is provided only if satisfactory evidence is presented that:
 - (i) the replacement or addition of teeth is required to replace one or more teeth extracted after the existing denture or bridgework was installed; or

- (ii) the existing denture or bridgework cannot be made serviceable and it was installed at least five years prior to the date of its replacement; or
- (iii) the existing denture is an immediate temporary denture which cannot be made permanent and replacement by a permanent denture takes place within 12 months from the date of initial installation of the immediate temporary denture.

Normally, dentures will be replaced by dentures but if a professionally adequate result can be achieved only with bridgework, such bridgework will be a Covered Dental Expense.

- (7) Gold, Baked Porcelain Restorations, Crowns and Jackets—If a tooth can be restored with a material such as amalgam, payment of the benefit, as contained in Section V, for that procedure will be made toward the charge for another type of restoration which you and your dentist may select. In such case, you are responsible for the balance of the treatment charge.
- (8) Reconstruction—Payment of the benefit, as contained in Section V, will be made toward the cost of procedures necessary to eliminate oral disease and to replace missing teeth. Appliances or restorations necessary to alter vertical dimension in restoring occlusion are pro-

vided only for eligible Dependents prior to the attainment of age 26.

- (9) Partial Dentures—If a cast chrome or acrylic partial denture will restore the dental arch satisfactorily, payment of the benefit, as contained in Section V, for such procedure will be made toward a more elaborate or precision appliance that you and your dentist may choose to use; the balance of the cost remains your responsibility.
- (10) Precision Attachments—Benefits will not be provided for precision attachments when used for cosmetic purposes.
- (11) Dentures—If, in the provision of denture services, you and your dentist decide on personalized or specialized techniques as opposed to standard procedures, payment of the benefit, as contained in Section V, for the standard denture services will be made toward such treatment and the balance of the cost remains your responsibility.
- (12) Replacement of Existing Dentures or Fixed Bridgework—Replacement of an existing denture or fixed bridgework will be a Covered Dental Expense only if the existing denture or fixed bridgework is unserviceable and cannot be made serviceable. Payment of the benefit, as contained in Section V, for such service will be made toward the cost of services which are

necessary to render such appliances serviceable. Replacement of prosthodontic appliances will be a Covered Dental Expense only if at least five years have elapsed since the date of the initial installation of that appliance.

(13) Courses of Treatment in Progress on Effective Date of Dental Benefits:

Benefits are not provided for treatment received prior to commencement of coverage. Claims for a course of treatment which was started prior to commencement of coverage but completed while coverage is in force will be investigated to determine the amount of the entire fee which should be allocated to the treatment which was actually received while covered. Only that portion of the total fee which can be allocated to treatment received while covered will be included as a Covered Dental Expense.

G. EXCLUSIONS

Charges for the following are not Covered Dental Expenses:

- (1) Services other than those specifically listed in the Schedule of Benefits;
- (2) Treatment by other than a licensed dentist or licensed physician, except (a) charges for scaling or cleaning of teeth and topical application of fluoride may be performed by a licensed

dental hygienist if the treatment is rendered under the supervision and guidance of and billed for by the dentist; and (b) charges by a dental school if

- (i) the services are not experimental,
 - (ii) the dental school customarily charges for services and
 - (iii) the services are performed under the supervision of a licensed dentist;
- (3) Local infiltration anesthetic;
 - (4) Substances or agents which are administered to minimize fear or charges for analgesia, unless the patient is handicapped by cerebral palsy, mental retardation or spastic disorder;
 - (5) Veneers (the coating or covering of plastic or porcelain on the outside of and bonded to a crown or false tooth to cause it to blend with the color of surrounding teeth) or similar properties of crowns and pontics placed on or replacing teeth, other than the 10 upper and lower anterior teeth;
 - (6) Services or supplies that are cosmetic in nature, including charges for personalization or characterization of dentures;
 - (7) Prosthetic devices (including bridges), crowns, inlays and onlays, and the fitting thereof which were ordered while the individual was not covered for Dental Benefits, or which were ordered while the individual was covered for

Dental Benefits but are finally installed or delivered to such individual more than 60 calendar days after the date of termination of coverage;

As used herein "ordered" means, in the case of dentures, that impressions have been taken from which the denture will be prepared; and, in the case of fixed bridgework, restorative crowns, inlays and onlays, that the teeth which will serve as abutments or support or which are being restored have been fully prepared to receive, and impressions have been taken from which will be prepared the bridgework, crowns, inlays or onlays.

- (8) Replacement of a lost, missing or stolen prosthetic device;
- (9) Orthodontic procedures and/or treatment provided to anyone other than an eligible Dependent prior to the attainment of age 26;
- (10) Any services which are covered by any workers' compensation laws or employer's liability laws, or services which an employer is required by law to furnish in whole or in part;
- (11) Services rendered through a medical department, clinic or similar facility provided or maintained by the patient's employer;
- (12) Services or supplies for which no charge is made that you are legally obligated to pay or

- for which no charge would be made in the absence of dental expense coverage;
- (13) Services or supplies which are not necessary, according to accepted standards of dental practice, or which are not recommended or approved by the attending dentist;
 - (14) Services or supplies which do not meet accepted standards of dental practice, including charges for services or supplies which are experimental in nature;
 - (15) Services or supplies received as a result of dental disease, defect or injury resulting from the commission of a felony or due to an act of war, declared or undeclared;
 - (16) Services or supplies which are obtained by you or your Dependent from any governmental agency without cost by compliance with laws or regulations enacted by any governmental body;
 - (17) Any duplicate prosthetic device or any other duplicate appliance;
 - (18) Charges for any services to the extent for which benefits are payable under any health insurance program supported in whole or in part by funds of the federal government or any state or political subdivision thereof;
 - (19) Sealants (materials, other than fluorides, painted on the grooves of the teeth in an at-

- tempt to prevent future decay) and for oral hygiene and dietary instruction;
- (20) A plaque control program (a series of instructions on the care of the teeth);
 - (21) Implantology (an insert set firmly or deeply into or onto the part of the bone that surrounds and supports the teeth); and
 - (22) Periodontal splinting.

H. DATE EXPENSES ARE INCURRED

Benefits are provided only for Covered Dental Expenses incurred on a date when coverage by the Dental Benefits provisions in this Plan is in effect for you or your Dependent who incurs such expenses. Covered Dental Expenses are considered to have been incurred on the date when the applicable dental services, supplies or treatments are received, except as otherwise provided in paragraph G(7).

I. SUBROGATION

The Plan does not assume primary responsibility for Covered Dental Expenses which another party is obligated to pay or which another insurance policy or other dental plan covers. Where there is a dispute between the carriers, the Plan shall, subject to provisions (1) and (2) immediately below, pay for such Covered Dental Expenses but only as a convenience to you or your Dependent and only upon receipt of an appropriate indemnification or subrogation agreement; but the primary and ultimate re-

sponsibility for payment shall remain with the other party or carrier.

Obligations to pay benefits on behalf of you or your Dependent shall be conditioned upon you or your Dependent:

- (1) taking all steps necessary or desirable to recover the costs thereof from any third party who may be obligated therefore; and
- (2) upon you or your Dependent executing such documents as are reasonably required by the Plan Administrator, including, but not limited to, an assignment of rights to receive such third party payments, in order to protect and perfect the Plan's right to reimbursement from any such third party.

J. NON-DUPLICATION

The Dental Benefits provided under this Plan are subject to a non-duplication provision as follows:

- (1) Benefits will be reduced by benefits provided under any other group plan so that the total paid by both plans does not exceed the total reasonable cost of the procedure, including a plan of another Employer signatory to the Wage Agreement, if the other plan:
 - (i) does not include a coordination of benefits or non-duplication provision; or
 - (ii) includes a coordination of benefits or non-duplication provision and is the primary plan as compared to this Plan.

- (2) In determining whether this Plan or another group plan is primary, the following criteria will be applied:
 - (i) The Plan covering the patient other than as a dependent will be the primary plan.
 - (ii) Where both plans cover the patient as a dependent child, the plan covering the patient as a dependent child of the individual whose birthday occurs earlier in the calendar year will be the primary plan.
 - (iii) Where the determination cannot be made in accordance with (i) and (ii) above, the plan which has covered the patient the longer period of time will be the primary plan.
- (3) As used herein, “group plan” means:
 - (i) any plan covering the individuals as members of a group and providing dental benefits or services through group insurance or a group prepayment arrangement; or
 - (ii) any plan covering individuals as employees of an employer and providing such benefits or services, whether on an insured, prepayment or uninsured basis.
- (4) If it is determined that benefits under this Plan should have been reduced because of benefits provided under another group plan, the Plan Administrator shall have the right to recover

any payment already made which is in excess of the Plan's liability. Similarly, whenever benefits which are payable under the Plan have been provided under another group plan, the Plan Administrator may make reimbursement directly to the insurance company or other organization providing benefits under the other plan.

- (5) For the purpose of this provision the Plan Administrator may, without consent of or notice to you or your Dependent, release to or obtain from any insurance company or other organization or person any information which may be necessary regarding coverage, expense and benefits.
- (6) If you or your Dependent is claiming benefits under this Plan, you or such Dependent must furnish the Plan Administrator such information as may be necessary for the purpose of administering this provision.

SECTION IV Termination of Coverage

If an Employee ceases active work, coverage will be terminated as set forth below:

A. DISABILITY

Coverage will terminate on the date such Employee ceases to be eligible for Sickness and Accident Benefits pursuant to the Wage Agreement.

B. LAYOFF

Coverage will terminate at the end of the month in which the Employee last worked.

C. ARTICLE III, Section (j)-WAGE AGREEMENT

Coverage will terminate at the end of the month in which the Employee last worked, unless the Employee is eligible for Sickness and Accident Benefits pursuant to the Wage Agreement.

D. DEATH OF EMPLOYEE

Coverage for the eligible Dependents of the deceased Employee will terminate at the end of the month in which the Employee died.

E. LEAVE OF ABSENCE OR RETIREMENT

Coverage will terminate as of the last day worked.

F. QUIT OR DISCHARGE

Coverage will terminate as of the last day worked.

G. SELF PAY FOR CONTINUATION COVERAGE

Each Employee and eligible Dependent shall have the right to self pay for continuation coverage pursuant to the requirements of Sections 601 et seq. of the Employee Retirement Income Security Act of 1974.

SECTION V Schedule of Benefits

Procedures prefaced by an asterisk (*) are not subject to the Benefit Year deductible; all other procedures are subject to the Benefit Year deductible.

CDT-5 PROCEDURE CODE	DENTAL PROCEDURE DESCRIPTION	Maximum Benefit Payable 7-1-11	Maximum Benefit Payable 1-1-12	Maximum Benefit Payable 1-1-14
D0120	*PERIODIC ORAL EVALUATION	19.32	21.25	23.38
D0140	*LIMITED ORAL EVALUATION – PROBLEM FOCUSED	27.06	29.77	32.75
D0150	COMPREHENSIVE ORAL EVALUATION – NEW OR ESTABLISHED	27.06	29.77	32.75
D0180	COMPREHENSIVE PERIODONTAL EVALUATION	27.06	29.77	32.75
D0210	INTRAORAL – COMPLETE SERIES (INCLUDING BITEWINGS)	44.83	49.31	54.24
D0220	INTRAORAL - PERIAPICAL, FIRST FILM	9.28	10.21	11.23
D0230	INTRAORAL - PERIAPICAL EACH ADDITIONAL FILM	1.56	1.72	1.89
D0240	INTRAORAL – OCCLUSAL FILM	10.82	11.90	13.09
D0250	EXTRAORAL – FIRST FILM	23.18	25.50	28.05
D0260	EXTRAORAL – EACH ADDITIONAL FILM	9.28	10.21	11.23
D0270	BITEWING- SINGLE FILM	9.28	10.21	11.23
D0272	BITEWINGS- TWO FILMS	12.38	13.62	14.98

CDT-5 PROCEDURE CODE	DENTAL PROCEDURE DESCRIPTION	Maximum Benefit Payable 7-1-11	Maximum Benefit Payable 1-1-12	Maximum Benefit Payable 1-1-14
D0274	BITEWINGS- FOUR FILMS	18.55	20.41	22.45
D0290	POSTERIOR-ANTERIOR OR LATERAL SKULL AND FACIAL BONE SURVEY FILM	35.56	39.12	43.03
D0321	OTHER TMJ JOINT FILMS, BY REPORT	38.65	42.52	46.77
D0330	PANORAMIC FILM	45.71	50.28	55.31
D0415	*COLLECTION OF MICROORGANISM FOR CULTURE AND SENSITIVITY	21.65	23.82	26.20
D0425	*CARIES SUSCEPTIBILITY TESTS	12.38	13.62	14.98
D0460	*PULP VITALITY TESTS	9.28	10.21	11.23
D0470	DIAGNOSTIC CASTS	34.01	37.41	41.15
D1110	*PROPHYLAXIS, ADULT	32.85	36.14	39.75
D1120	*PROPHYLAXIS, CHILD	23.18	25.50	28.05
D1201	*TOPICAL APPLICATION OF FLUORIDE INC. PROPHYLAXIS	38.65	42.52	46.77
D1203	*TOPICAL APPLICATION OF FLUORIDE EX PROPHYLAXIS	23.18	25.50	28.05

CDT-5 PROCEDURE CODE	DENTAL PROCEDURE DESCRIPTION	Maximum Benefit Payable 7-1-11	Maximum Benefit Payable 1-1-12	Maximum Benefit Payable 1-1-14
D1204	*TOPICAL APPLICATION OF FLUORIDE EX PROPHYLAXIS	23.18	25.50	28.05
D1205	*TOPICAL APPLICATION OF FLUORIDE INC. PROPHYLAXIS	28.99	31.89	35.08
D1510	*SPACE MAINTAINER – FIXED, UNILATERAL	144.95	159.45	175.40
D1515	*SPACE MAINTAINER – FIXED, BILATERAL	173.94	191.33	210.46
D1520	*SPACE MAINTAINER – REMOVABLE, UNILATERAL	193.26	212.59	233.85
D1525	*SPACE MAINTAINER – REMOVABLE, BILATERAL	193.26	212.59	233.85
D1550	RECEMENTATION OF SPACE MAINTAINER	29.38	32.32	35.55
D2140	AMALGAM – ONE SURFACE, PRIMARY OR PERMANENT	21.65	23.82	26.20
D2150	AMALGAM – TWO SURFACES, PRIMARY OR PERMANENT	37.10	40.81	44.89
D2160	AMALGAM – THREE SURFACES, PRIMARY OR PERMANENT	54.12	59.53	65.48

CDT-5 PROCEDURE CODE	DENTAL PROCEDURE DESCRIPTION	Maximum Benefit Payable 7-1-11	Maximum Benefit Payable 1-1-12	Maximum Benefit Payable 1-1-14
D2161	AMALGAM – FOUR OR MORE SURFACES, PRIMARY OR PERMANENT	61.84	68.02	74.82
D2330	RESIN-BASED COMPOSITE – ONE SURFACE, ANTERIOR	34.01	37.41	41.15
D2331	RESIN-BASED COMPOSITE – TWO SURFACES, ANTERIOR	60.29	66.32	72.95
D2332	RESIN-BASED COMPOSITE – THREE SURFACES, ANTERIOR	86.59	95.25	104.78
D2335	RESIN-BASED COMPOSITE – FOUR OR MORE SURFACES OR INVOLVING INCISAL ANGLE (ANTERIOR)	77.31	85.04	93.54
D2410	GOLD FOIL – ONE SURFACE	123.69	136.06	149.67
D2420	GOLD FOIL – TWO SURFACES	216.44	238.08	261.89
D2430	GOLD FOIL – THREE SURFACES	247.38	272.12	299.33
D2510	INLAY – METALLIC – ONE SURFACE	200.99	221.09	243.20
D2520	INLAY – METALLIC – TWO SURFACES	247.38	272.12	299.33
D2530	INLAY – METALLIC – THREE OR MORE SURFACES	278.30	306.13	336.74

CDT-5 PROCEDURE CODE	DENTAL PROCEDURE DESCRIPTION	Maximum Benefit Payable 7-1-11	Maximum Benefit Payable 1-1-12	Maximum Benefit Payable 1-1-14
D2542	ONLAY – METALLIC-TWO SURFACES	44.83	49.31	54.24
D2543	ONLAY – METALLIC – THREE SURFACES	44.83	49.31	54.24
D2544	ONLAY – METALLIC – FOUR OR MORE SURFACES	44.83	49.31	54.24
D2610	INLAY – PORCELAIN/CERAMIC- ONE SURFACE	193.26	212.59	233.85
D2710	CROWN-RESIN (INDIRECT)	247.38	272.12	299.33
D2720	CROWN, RESIN WITH HIGH NOBLE METAL	355.61	391.17	430.29
D2721	CROWN, RESIN WITH PREDOMINANTLY BASE METAL	318.63	350.49	385.54
D2722	CROWN, RESIN WITH NOBLE METAL	318.50	350.35	385.39
D2740	CROWN, PORCELAIN/CERAMIC SUBSTRATE	340.14	374.15	411.57
D2750	CROWN, PORCELAIN FUSED TO HIGH NOBLE METAL	425.17	467.69	514.46
D2751	CROWN-PORCELAIN FUSED TO PREDOMINANTLY BASE METAL	371.06	408.17	448.99
D2752	CROWN, PORCELAIN FUSED TO NOBLE METAL	377.24	414.96	456.46

CDT-5 PROCEDURE CODE	DENTAL PROCEDURE DESCRIPTION	Maximum Benefit Payable 7-1-11	Maximum Benefit Payable 1-1-12	Maximum Benefit Payable 1-1-14
D2780	CROWN – 3/4 CAST HIGH NOBLE METAL	309.22	340.14	374.15
D2781	CROWN – 3/4 CAST PREDOMINANTLY BASE METAL	309.22	340.14	374.15
D2782	CROWN – 3/4 CAST NOBLE METAL	309.22	340.14	374.15
D2783	CROWN – 3/4 PORCELAIN/CERAMIC	309.22	340.14	374.15
D2790	CROWN, FULL CAST HIGH NOBLE METAL	371.06	408.17	448.99
D2791	CROWN – FULL CAST PREDOMINANTLY BASE METAL	330.86	363.95	400.35
D2792	CROWN, FULL CAST NOBLE METAL	358.69	394.56	434.02
D2910	RECEMENT INLAY	26.29	28.92	31.81
D2920	RECEMENT CROWN	26.29	28.92	31.81
D2930	PREFABRICATED STAINLESS STEEL CROWN – PRIMARY TOOTH	77.31	85.04	93.54
D2931	PREFABRICATED STAINLESS STEEL CROWN – PERMANENT TOOTH	77.31	85.04	93.54
D2932	PREFABRICATED RESIN CROWN	77.31	85.04	93.54

CDT-5 PROCEDURE CODE	DENTAL PROCEDURE DESCRIPTION	Maximum Benefit Payable 7-1-11	Maximum Benefit Payable 1-1-12	Maximum Benefit Payable 1-1-14
D2933	PREFABRICATED STAINLESS STEEL CROWN WITH RESIN WINDOW	77.31	85.04	93.54
D2940	SEDATIVE FILLING	21.65	23.82	26.20
D2950	CORE BUILDUP INCLUDING ANY PINS	106.69	117.36	129.10
D2952	CAST POST AND CORE IN ADDITION TO A CROWN	18.55	20.41	22.45
D2954	PREFABRICATED POST AND CORE IN ADDITION TO CROWN	15.46	17.01	18.71
D3110	PULP CAP – DIRECT (EXCLUDING FINAL RESTORATION)	18.55	20.41	22.45
D3120	PULP CAP – INDIRECT (EXCLUDING FINAL RESTORATION)	15.46	17.01	18.71
D3220	THERAPEUTIC PULPOTOMY (EXCLUDING FINAL RESTORATION)	38.65	42.52	46.77
D3310	ROOT CANAL THERAPY, ANTERIOR (EXCLUDING FINAL RESTORATION)	224.18	246.60	271.26
D3320	ROOT CANAL THERAPY, BICUSPID (EXCLUDING FINAL RESTORATION)	278.30	306.13	336.74

CDT-5 PROCEDURE CODE	DENTAL PROCEDURE DESCRIPTION	Maximum Benefit Payable 7-1-11	Maximum Benefit Payable 1-1-12	Maximum Benefit Payable 1-1-14
D3330	ROOT CANAL THERAPY, MOLAR (EXCLUDING FINAL RESTORATION)	417.44	459.18	505.10
D3331	TREATMENT OF ROOT CANAL OBSTRUCTION; NON-SURGICAL	340.14	374.15	411.57
D3333	INTERNAL ROOT REPAIR OF PERFORATION DEFECTS	30.92	34.01	37.41
D3351	APEXIFICATION/ RECALCIFICATION - INITIAL VISIT	58.75	64.63	71.09
D3352	APEXIFICATION/ RECALCIFICATION - INTERIM MEDICATION REPLACEMENT	58.75	64.63	71.09
D3353	APEXIFICATION/ RECALCIFICATION- FINAL VISIT	58.75	64.63	71.09
D3410	APICTOMY/ PERIRADICULAR SURGERY - ANTERIOR	154.61	170.07	187.08
D3421	APICTOMY/ PERIRADICULAR SURGERY - BICUSPID (FIRST ROOT)	278.30	306.13	336.74

CDT-5 PROCEDURE CODE	DENTAL PROCEDURE DESCRIPTION	Maximum Benefit Payable 7-1-11	Maximum Benefit Payable 1-1-12	Maximum Benefit Payable 1-1-14
D3425	APICECTOMY/ PERIRADICULAR SURGERY - MOLAR (FIRST ROOT)	278.30	306.13	336.74
D3426	APICECTOMY/ PERIRADICULAR SURGERY (EACH ADDITIONAL ROOT)	278.30	306.13	336.74
D3430	RETROGRADE FILLING - PER ROOT	115.95	127.55	140.31
D3450	ROOT AMPUTATION - PER ROOT	115.95	127.55	140.31
D3910	SURGICAL PROCEDURE FOR ISOLATION OF TOOTH WITH RUBBER DAM	29.38	32.32	35.55
D3920	HEMISECTION (INCLUDING ANY ROOT REMOVAL) NOT INCLUDING ROOT CANAL THERAPY	95.86	105.45	116.00
D3950	CANAL PREPARATION AND FITTING OF PREFORMED DOWEL OR POST	47.93	52.72	57.99
D4210	GINGIVECTOMY OR GINGIVOPLASTY - FOUR OR MORE CONTIGUOUS TEETH OR BOUNDED TEETH SPACES PER QUADRANT	154.61	170.07	187.08

CDT-5 PROCEDURE CODE	DENTAL PROCEDURE DESCRIPTION	Maximum Benefit Payable 7-1-11	Maximum Benefit Payable 1-1-12	Maximum Benefit Payable 1-1-14
D4240	GINGIVAL FLAP PROCEDURE, INCLUDING ROOT PLANING - FOUR OR MORE CONTIGUOUS TEETH OR BOUNDED TEETH SPACES PER QUADRANT	200.99	221.09	243.20
D4260	OSSEOUS SURGERY (INCLUDING FLAP ENTRY AND CLOSURE) - FOUR OR MORE CONTIGUOUS TEETH OR BOUNDED TEETH SPACES PER QUADRANT	386.52	425.17	467.69
D4261	OSSEOUS SURGERY (INCLUDING FLAP ENTRY AND CLOSURE) - ONE TO THREE TEETH	125.24	137.76	151.54
D4270	PEDICLE SOFT TISSUE GRAFT PROCEDURE	115.95	127.55	140.31
D4271	FREE SOFT TISSUE GRAFT PROCEDURE (INCLUDING DONOR SITE SURGERY)	115.95	127.55	140.31
D4273	SUBEPITHELIAL CONNECTIVE TISSUE GRAFT PROCEDURES	115.95	127.55	140.31

CDT-5 PROCEDURE CODE	DENTAL PROCEDURE DESCRIPTION	Maximum Benefit Payable 7-1-11	Maximum Benefit Payable 1-1-12	Maximum Benefit Payable 1-1-14
D4320	PROVISIONAL SPLINTING - INTRACORONAL	95.86	105.45	116.00
D4321	PROVISIONAL SPLINTING - EXTRACORONAL	95.86	105.45	116.00
D4341	PERIODONTAL SCALING AND ROOT PLANING- FOUR OR MORE CONTIGUOUS TEETH	23.18	25.50	28.05
D4910	PERIODONTAL MAINTENANCE	46.39	51.03	56.13
D4920	UNSCHEDULED DRESSING CHANGE (BY SOMEONE OTHER THAN TREATING DENTIST)	18.55	20.41	22.45
D5110	COMPLETE DENTURE - MAXILLARY	362.37	398.61	438.47
D5120	COMPLETE DENTURE - MANDIBULAR	362.37	398.61	438.47
D5130	IMMEDIATE DENTURE - MAXILLARY	386.52	425.17	467.69
D5140	IMMEDIATE DENTURE - MANDIBULAR	362.37	398.61	438.47
D5211	MAXILLARY PARTIAL DENTURE-RESIN BASE (INCLUDING CLASPS, RESTS AND TEETH)	326.62	359.28	395.21

CDT-5 PROCEDURE CODE	DENTAL PROCEDURE DESCRIPTION	Maximum Benefit Payable 7-1-11	Maximum Benefit Payable 1-1-12	Maximum Benefit Payable 1-1-14
D5212	MANDIBULAR PARTIAL DENTURE - RESIN BASE (INCLUDING CLASPS, RESTS AND TEETH)	326.62	359.28	395.21
D5213	MAXILLARY PARTIAL DENTURE - CAST METAL FRAMEWORK WITH RESIN DENTURE BASES (INCLUDING ANY CONVENTIONAL CLASPS, RESTS AND TEETH)	444.51	488.96	537.86
D5214	MANDIBULAR PARTIAL DENTURE - CAST METAL FRAMEWORK WITH RESIN DENTURE BASES (INCLUDING ANY CONVENTIONAL CLASPS, RESTS AND TEETH)	386.52	425.17	467.69
D5280	REMOVABLE LOWER UNILATERAL PARTIAL - ONE PIECE CAST METAL	72.48	79.73	87.70
D5281	REMOVABLE UNILATERAL PARTIAL DENTURE-ONE PIECE CAST METAL (INCLUDING CLASPS AND TEETH)	72.48	79.73	87.70
D5282	REMOVABLE UPPER UNILATERAL PARTIAL - ONE PIECE CAST METAL	72.48	79.73	87.70

CDT-5 PROCEDURE CODE	DENTAL PROCEDURE DESCRIPTION	Maximum Benefit Payable 7-1-11	Maximum Benefit Payable 1-1-12	Maximum Benefit Payable 1-1-14
D5410	ADJUST COMPLETE DENTURE - MAXILLARY	21.26	23.39	25.73
D5411	ADJUST COMPLETE DENTURE - MANDIBULAR	21.26	23.39	25.73
D5421	ADJUST PARTIAL DENTURE - MAXILLARY	21.26	23.39	25.73
D5422	ADJUST PARTIAL DENTURE - MANDIBULAR	21.26	23.39	25.73
D5610	REPAIR RESIN DENTURE BASE	61.84	68.02	74.82
D5620	REPAIR CAST FRAMEWORK	69.58	76.54	84.19
D5630	REPAIR OR REPLACE BROKEN CLASP	34.01	37.41	41.15
D5640	REPLACE BROKEN TEETH-PER TOOTH	38.65	42.52	46.77
D5650	ADD TOOTH TO EXISTING PARTIAL DENTURE	85.04	93.54	102.89
D5660	ADD CLASP TO EXISTING PARTIAL DENTURE	115.95	127.55	140.31
D5670	REPLACE ALL TEETH AND ACRYLIC ON CAST METAL FRAMEWORK (MAXILLARY)	58.75	64.63	71.09

CDT-5 PROCEDURE CODE	DENTAL PROCEDURE DESCRIPTION	Maximum Benefit Payable 7-1-11	Maximum Benefit Payable 1-1-12	Maximum Benefit Payable 1-1-14
D5710	REBASE COMPLETE MAXILLARY DENTURE	185.53	204.08	224.49
D5711	REBASE COMPLETE MANDIBULAR DENTURE	185.53	204.08	224.49
D5720	REBASE MAXILLARY PARTIAL DENTURE	185.53	204.08	224.49
D5721	REBASE MANDIBULAR PARTIAL DENTURE	185.53	204.08	224.49
D5730	RELINING COMPLETE MAXILLARY DENTURE (CHAIRSIDE)	134.52	147.97	162.77
D5731	RELINING COMPLETE MANDIBULAR DENTURE (CHAIRSIDE)	134.52	147.97	162.77
D5740	RELINING MAXILLARY PARTIAL DENTURE (CHAIRSIDE)	134.52	147.97	162.77
D5741	RELINING MANDIBULAR PARTIAL DENTURE (CHAIRSIDE)	134.52	147.97	162.77
D5750	RELINING COMPLETE MAXILLARY DENTURE (LABORATORY)	170.08	187.09	205.80
D5751	RELINING COMPLETE MANDIBULAR DENTURE (LABORATORY)	170.08	187.09	205.80

CDT-5 PROCEDURE CODE	DENTAL PROCEDURE DESCRIPTION	Maximum Benefit Payable 7-1-11	Maximum Benefit Payable 1-1-12	Maximum Benefit Payable 1-1-14
D5760	RELINE MAXILLARY PARTIAL DENTURE (LABORATORY)	170.08	187.09	205.80
D5761	RELINE MANDIBULAR PARTIAL DENTURE (LABORATORY)	170.08	187.09	205.80
D5820	INTERIM PARTIAL DENTURE (MAXILLARY)	144.95	159.45	175.40
D5821	INTERIM PARTIAL DENTURE (MANDIBULAR)	144.95	159.45	175.40
D5850	TISSUE CONDITIONING, MAXILLARY	33.82	37.20	40.92
D5851	TISSUE CONDITIONING, MANDIBULAR	33.82	37.20	40.92
D6210	PONTIC-CAST HIGH NOBLE METAL	173.94	191.33	210.46
D6211	PONTIC-CAST PREDOMINATLY BASE METAL	150.75	165.83	182.41
D6212	PONTIC-CAST NOBLE METAL	162.35	178.59	196.45
D6240	PONTIC-PORCELAIN FUSED TO HIGH NOBLE METAL	227.08	249.79	274.77
D6241	PONTIC-PORCELAIN FUSED TO PREDOMINANTLY BASE METAL	178.77	196.65	216.32

CDT-5 PROCEDURE CODE	DENTAL PROCEDURE DESCRIPTION	Maximum Benefit Payable 7-1-11	Maximum Benefit Payable 1-1-12	Maximum Benefit Payable 1-1-14
D6242	PONTIC-PORCELAIN FUSED TO NOBLE METAL	178.77	196.65	216.32
D6250	PONTIC, RESIN WITH HIGH NOBLE METAL	212.58	233.84	257.22
D6251	PONTIC, RESIN WITH PREDOMINANTLY BASE METAL	189.40	208.34	229.17
D6252	PONTIC, RESIN WITH NOBLE METAL	200.99	221.09	243.20
D6602	INLAY - CAST HIGH NOBLE METAL, TWO SURFACES	154.61	170.07	187.08
D6603	INLAY - CAST HIGH NOBLE METAL, THREE OR MORE SURFACES	173.94	191.33	210.46
D6604	INLAY - CAST PREDOMINANTLY BASE METAL, TWO SURFACES	154.61	170.07	187.08
D6605	INLAY - CAST PREDOMINANTLY BASE METAL, THREE OR MORE SURFACES	173.94	191.33	210.46
D6606	INLAY - CAST NOBLE METAL, TWO SURFACES	154.61	170.07	187.08
D6607	INLAY - CAST NOBLE METAL, THREE OR MORE SURFACES	173.94	191.33	210.46

CDT-5 PROCEDURE CODE	DENTAL PROCEDURE DESCRIPTION	Maximum Benefit Payable 7-1-11	Maximum Benefit Payable 1-1-12	Maximum Benefit Payable 1-1-14
D6610	ONLAY - CAST HIGH NOBLE METAL, TWO SURFACES	61.84	68.02	74.82
D6611	ONLAY - CAST HIGH NOBLE METAL, THREE OR MORE SURFACES	173.94	191.33	210.46
D6613	ONLAY - CAST PREDOMINANTLY BASE METAL, THREE OR MORE SURFACES	173.94	191.33	210.46
D6710	CROWN - INDIRECT RESIN BASED COMPOSITE	140.12	154.13	169.54
D6720	CROWN, RESIN WITH HIGH NOBLE METAL	231.91	255.10	280.61
D6721	CROWN, RESIN WITH PREDOMINANTLY BASE METAL	193.26	212.59	233.85
D6722	CROWN, RESIN WITH NOBLE METAL	202.93	223.22	245.54
D6740	CROWN - PORCELAIN/ CERAMIC	212.58	233.84	257.22
D6750	CROWN, PORCELAIN FUSED TO HIGH NOBLE METAL	265.74	292.31	321.54
D6751	CROWN - PORCELAIN FUSED TO PREDOMINANTLY BASE METAL	231.91	255.10	280.61
D6752	CROWN, PORCELAIN FUSED TO NOBLE METAL	231.91	255.10	280.61

CDT-5 PROCEDURE CODE	DENTAL PROCEDURE DESCRIPTION	Maximum Benefit Payable 7-1-11	Maximum Benefit Payable 1-1-12	Maximum Benefit Payable 1-1-14
D6780	CROWN, 3/4 CAST HIGH NOBLE METAL	173.94	191.33	210.46
D6790	CROWN, FULL CAST HIGH NOBLE METAL	193.26	212.59	233.85
D6791	CROWN, FULL CAST PREDOMINANTLY BASE METAL	169.06	185.97	204.57
D6792	CROWN, FULL CAST NOBLE METAL	183.59	201.95	222.15
D6930	RECEMENT FIXED PARTIAL DENTURE	44.83	49.31	54.24
D6940	STRESS BREAKER	57.98	63.78	70.16
D7111	CORONAL REMNANTS - DECIDUOUS TOOTH	29.38	32.32	35.55
D7210	SURGICAL REMOVAL OF ERUPTED TOOTH, REQUIRING ELEVATION OF MUCOPERIOSTEAL FLAP AND REMOVAL OF BONE AND/OR SECTION OF TOOTH	47.93	52.72	57.99
D7220	REMOVAL OF IMPACTED TOOTH - SOFT TISSUE	68.03	74.83	82.31
D7230	REMOVAL OF IMPACTED TOOTH - PARTIALLY BONY	95.86	105.45	116.00
D7240	REMOVAL OF IMPACTED TOOTH - COMPLETELY BONY	145.33	159.86	175.85

CDT-5 PROCEDURE CODE	DENTAL PROCEDURE DESCRIPTION	Maximum Benefit Payable 7-1-11	Maximum Benefit Payable 1-1-12	Maximum Benefit Payable 1-1-14
D7250	SURGICAL REMOVAL OF RESIDUAL TOOTH ROOTS (CUTTING PROCEDURE)	68.03	74.83	82.31
D7260	OROANTRAL FISTULA CLOSURE	213.36	234.70	258.17
D7270	TOOTH REIMPLANTATION AND/OR STABILIZATION OF ACCIDENTALLY EVULSED OR DISPLACED TOOTH	106.69	117.36	129.10
D7280	SURGICAL ACCESS OF AN UNERUPTED TOOTH	68.03	74.83	82.31
D7290	SURGICAL REPOSITIONING OF TEETH	95.86	105.45	116.00
D7310	ALVEOLOPLASTY IN CONJUNCTION WITH EXTRACTIONS - PER QUADRANT	58.75	64.63	71.09
D7320	ALVEOLOPLASTY NOT IN CONJUNCTION WITH EXTRACTIONS - PER QUADRANT	71.12	78.23	86.05
D7340	VESTIBULOPLASTY - RIDGE EXTENSION (SECONDARY EPITHELIALIZATION)	95.86	105.45	116.00

CDT-5 PROCEDURE CODE	DENTAL PROCEDURE DESCRIPTION	Maximum Benefit Payable 7-1-11	Maximum Benefit Payable 1-1-12	Maximum Benefit Payable 1-1-14
D7350	VESTIBULOPLASTY - RIDGE EXTENSION (INCLUDING SOFT TISSUE GRAFTS, MUSCLE REATTACHMENT, REVISION OF SOFT TISSUE ATTACHMENT AND MANAGEMENT OF HYPERTROPHIED AND HYPERPLASTIC TISSUE)	327.78	360.56	396.62
D7410	EXCISION OF BENIGN LESION UP TO 1.25 CM	95.86	105.45	116.00
D7411	EXCISION OF BENIGN LESION GREATER THAN 1.25 CM	250.47	275.52	303.07
D7450	REMOVAL OF BENIGN ODONTOGENIC CYST OR TUMOR - LESION DIAMETER UP TO 1.25 CM	95.86	105.45	116.00
D7451	REMOVAL OF BENIGN ODONTOGENIC CYST OR TUMOR - LESION DIAMETER GREATER THAN 1.25 CM	250.47	275.52	303.07
D7471	REMOVAL OF LATERAL EXOSTOSIS (MAXILLA OR MANDIBLE)	145.33	159.86	175.85

CDT-5 PROCEDURE CODE	DENTAL PROCEDURE DESCRIPTION	Maximum Benefit Payable 7-1-11	Maximum Benefit Payable 1-1-12	Maximum Benefit Payable 1-1-14
D7490	RADICAL RESECTION OF MAXILLA OR MANDIBLE	773.04	850.34	935.37
D7510	INCISION AND DRAINAGE OF ABSCESS - INTRAORAL SOFT TISSUE	38.65	42.52	46.77
D7520	INCISION AND DRAINAGE OF ABSCESS - EXTRAORAL SOFT TISSUE	77.31	85.04	93.54
D7530	REMOVAL OF FOREIGN BODY FROM MUCOSA, SKIN, OR SUBCUTANEOUS ALVEOLAR TISSUE	38.65	42.52	46.77
D7540	REMOVAL OF REACTION-PRODUCING FOREIGN BODIES - MUSCULOSKELETAL SYSTEM	77.31	85.04	93.54
D7560	MAXILLARY SINUSOTOMY FOR REMOVAL OF TOOTH FRAGMENT OR FOREIGN BODY	222.64	244.90	269.39
D7810	OPEN REDUCION OF DISLOCATION	725.12	797.63	877.39
D7820	CLOSED REDUCTION OF DISLOCATION	95.86	105.45	116.00

CDT-5 PROCEDURE CODE	DENTAL PROCEDURE DESCRIPTION	Maximum Benefit Payable 7-1-11	Maximum Benefit Payable 1-1-12	Maximum Benefit Payable 1-1-14
D7830	MANIPULATION UNDER ANESTHESIA	95.86	105.45	116.00
D7840	CONDYLECTOMY	677.19	744.91	819.40
D7850	SURGICAL DISCECTOMY, WITH/WITHOUT IMPLANT	677.19	744.91	819.40
D7860	ARTHROTOMY	454.55	500.01	550.01
D7870	ARTHROCENTESIS	77.31	85.04	93.54
D7910	SUTURE OF RECENT SMALL WOUND UP TO 5 CM	58.75	64.63	71.09
D7911	COMPLICATED SUTURE - UP TO 5 CM	213.36	234.70	258.17
D7912	COMPLICATED SUTURE - GREATER THAN 5 CM	241.19	265.31	291.84
D7920	SKIN GRAFT	154.61	170.07	187.08
D7940	OSTEOPLASTY - FOR ORTHOGNATHIC DEFORMITIES	966.31	1,062.94	1,169.23
D7950	OSSEOUS, OSTEOPERIOSTEAL OR CARTLIAGE GRAFT OF THE MANDIBLE OR FACIAL BONES - AUTOGENOUS OR NONAUTOGENOUS, BY REPORT	773.04	850.34	935.37

CDT-5 PROCEDURE CODE	DENTAL PROCEDURE DESCRIPTION	Maximum Benefit Payable 7-1-11	Maximum Benefit Payable 1-1-12	Maximum Benefit Payable 1-1-14
D7955	REPAIR OF MAXILLOFACIAL SOFT AND HARD TISSUE DEFECT	86.59	95.25	104.78
D7960	FRENULECTOMY, SEPARATE PROCEDURE (FRENECTOMY)	77.31	85.04	93.54
D7970	EXCISION OF HYPERPLASTIC TISSUE - PER ARCH	115.95	127.55	140.31
D7981	EXCISION OF SALIVARY GLAND, BY REPORT	386.52	425.17	467.69
D7982	SIALODOCHOPLASTY	338.59	372.45	409.70
D7983	CLOSURE OF SALIVARY FISTULA	579.78	637.76	701.54
D9110	*PALLIATIVE (EMERGENCY) TREATMENT OF DENTAL PAIN	27.06	29.77	32.75
D9210	LOCAL ANESTHESIA NOT IN CONJUNCTION WITH OPERATIVE OR SURGICAL PROCEDURE	23.21	25.53	28.08
D9211	REGIONAL BLOCK ANESTHESIA	13.53	14.88	16.37
D9212	TRIGEMINAL DIVISION BLOCK ANESTHESIA	23.30	25.63	28.19

CDT-5 PROCEDURE CODE	DENTAL PROCEDURE DESCRIPTION	Maximum Benefit Payable 7-1-11	Maximum Benefit Payable 1-1-12	Maximum Benefit Payable 1-1-14
D9220	DEEP SEDATION/GENERAL ANESTHESIA - FIRST 30 MINUTE	73.45	80.80	88.88
D9310	CONSULTATION	29.38	32.32	35.55
D9410	HOUSE/EXTENDED CARE FACILITY CALL	29.38	32.32	35.55
D9420	HOSPITAL CALL	29.38	32.32	35.55
D9430	OFFICE VISIT FOR OBSERVATION DURING REGULARLY SCHEDULED HOURS	29.38	32.32	35.55
D9440	OFFICE VISIT - AFTER REGULARLY SCHEDULED HOURS	29.38	32.32	35.55
D9610	THERAPEUTIC DRUG INJECTION, BY REPORT	15.46	17.01	18.71
D9630	OTHER DRUGS AND/OR MEDICAMENTS, BY REPORT	15.46	17.01	18.71
D9910	APPLICATION OF DESENSITIZING MEDICAMENT	18.55	20.41	22.45
D9930	TREATMENT OF COMPLICATIONS (POST-SURGICAL) - UNUSUAL CIRCUMSTANCES, BY REPORT	21.65	23.82	26.20

CDT-5 PROCEDURE CODE	DENTAL PROCEDURE DESCRIPTION	Maximum Benefit Payable 7-1-11	Maximum Benefit Payable 1-1-12	Maximum Benefit Payable 1-1-14
D9940	OCCLUSAL GUARDS, BY REPORT	34.01	37.41	41.15
D9950	OCCLUSION ANALYSIS - MOUNTED CASE	115.95	127.55	140.31
D9951	OCCLUSAL ADJUSTMENT - LIMITED	38.65	42.52	46.77
D9952	OCCLUSAL ADJUSTMENT - COMPLETE	139.14	153.05	168.36

Orthodontic Benefits

* Orthodontic services and materials are covered for their reasonable and customary cost up to \$805.26 through December 31, 2011 (up to \$885.79 effective January 1, 2012 through December 31, 2013 and up to \$974.37 effective January 1, 2014) per year per eligible Dependent prior to attaining age 26, with a lifetime maximum of \$2,415.77 through December 31, 2011 (\$2,657.35 effective January 1, 2012 through December 31, 2013 and \$2,923.09 effective January 1, 2014) for each such Dependent.

**Article XXB—UMWA CASH DEFERRED
SAVINGS PLAN OF 1988***Section (a)* **General Purpose**

This Article provides for the maintenance of a pension plan and trust for Employees covered by this Agreement, separate and apart from those maintained pursuant to Article XX of this Agreement known as the United Mine Workers of America Cash Deferred Savings Plan of 1988. This Savings Plan shall provide additional retirement income to Employees and their dependents, and shall be funded by voluntary wage deferrals, enhanced premium contributions (the “Enhanced Premium Contributions”) and supplemental pension contributions (the “Supplemental Pension Contribution”) made by Employers, and, as necessary, Employer contributions to pay the cost of administration.

Section (b) **Trust**

The Savings Plan shall be maintained through an irrevocable trust, created pursuant to Section 302(c) of the Labor Management Relations Act of 1947, and qualified under Section 501(a) of the Internal Revenue Code of 1986 (“IRC”), or any successor statute.

Section (c) **Plan**

The Savings Plan shall be maintained in accordance with the requirements of Section 401(k) of the IRC, and is intended to be qualified under Section 401(a) of the IRC.

Section (d) **Funding**

1. Each Employee covered by this Agreement shall be permitted to elect to have the Employer pay any portion of his or her wages to the Trustees of the Savings Plan, except that the percentage of wages so deferred may not exceed any maximum limitation under the IRC.

In addition, above and beyond any other limitations, each employee who is at least age 50 during any Plan year may contribute additional amounts during that and any subsequent Plan year as follows:

<u>Year</u>	<u>Additional Limit</u>
2011- 2016	\$5,000 or such other amount that may be allowed by the IRC.

2. Each Employee shall have the opportunity to change the percentage of wages so deferred four times per year, subject to reasonable rules and regulations adopted by the Trustees.

3. All deferred amounts shall be paid to and held by the Trustees of the Savings Plan, who shall maintain separate accounts for each such Employee.

4. A New Inexperienced Miner entering the bituminous coal mining industry for the first time on or after January 1, 2007 who does not have a State Miner's Certificate dated prior to January 1, 2007 shall receive monthly Enhanced Premium Contributions (\$1.00 per hour worked from the Effective Date through Decem-

ber 31, 2013 and \$1.50 per hour worked during Calendar Years 2014, 2015 and 2016) from the Employer to the Savings Plan. So long as permitted under the IRC without adverse tax consequences, an Employee shall be entitled to make a one-time, irrevocable election to have Enhanced Premium Contributions made to the CDSP as provided herein. An Employee subject to Enhanced Premium Contributions shall not be entitled to health care following his retirement date, based on service with the Employer, except as a Disabled Employee or a Pensioner receiving a Disability Retirement Pension (including a Minimum Disability Retirement Pension).

5. A New Inexperienced Miner hired on or after January 1, 2012 shall receive Supplemental Pension Contributions from the Employer to the Savings Plan based on hours worked as follows:

<u>Calendar Years</u>	<u>Amount Per Hour Worked</u>
2012 - 2013	\$1.00
2014 - 2016	\$1.50

Any such New Inexperienced Miner will not earn any vesting, credited or signatory service from the 1974 Pension Plan.

6. On or after January 1, 2012, any miner with 20-years of credited service under the 1974 Pension Plan shall receive Supplemental Pension Contributions from the Employer to the Savings Plan based on hours worked as follows:

<u>Calendar Years</u>	<u>Amount Per Hour Worked</u>
2012 - 2013	\$1.00
2014 - 2016	\$1.50

Such miner will continue to earn vesting, credited and signatory service from the 1974 Pension Plan, unless he makes an election under Section (d)7 below at which time he will cease to earn signatory and credited service as provided in Section(d)7, and will be entitled to Supplemental Pension Contributions under both this Section and Section(d)7.

7. On or after January 1, 2012, any 1974 Pension Plan participant who is currently eligible for and earning credited service under the 1974 Pension Plan may elect to opt out of the 1974 Pension Plan (an “Electing Miner”), thereby irrevocably foregoing any additional credited or signatory service under the 1974 Pension Plan from the date of such election, shall receive Supplemental Pension Contributions from the Employer to the Savings Plan based on hours worked on or after the date of such election as follows:

<u>Calendar Years</u>	<u>Amount Per Hour Worked</u>
2012 - 2013	\$1.00
2014 - 2016	\$1.50

An Electing Miner will accrue no more signatory service and his opt-out date shall be his last day of credited service. An Electing Miner will continue to earn 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 date the Electing Miner opted out of the 1974 Pension Plan. In no event will earning additional vesting credit pursuant to this paragraph for pension benefits 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. An Electing Miner who is not eligible for a monthly Enhanced Premium Contribution described in Section (d)4, will also continue to earn vesting credit from the 1974 Pension Plan for purposes of eligibility for a Health Services card.

Section (e) **Administration**

The Savings Plan and Trust shall be jointly administered by a Board of four Trustees, two of whom shall be appointed by the UMWA and two of whom shall be appointed by the BCOA. The Trustees shall be responsible for all action necessary for the proper and efficient operation of the Plan. In the absence of any other specific direction in the Trust document, the Trustees shall, to the extent practicable, contract for administrative and investment services with independent entities in the business of and experienced in the administration and/or investment of 401(k) plans.

1. The Trustees shall have the same powers, duties, and responsibilities with respect to the Savings Plan

and Trust as are set forth in Article XX of this Agreement, and the powers, duties, and responsibilities set forth in the Savings Trust documents, and this Article.

2. The Employers and the Union shall have the powers, duties, and responsibilities with respect to the Savings Plan and Trust set forth in Article XX, Sections (d)(2)-(8) and (10) and Sections (e)-(g), the Savings Trust document, and this Article.

3. Administrative costs incurred after the Effective Date will be borne by the Employers, subject to the Memorandum of Understanding entered into by the UMWA and BCOA regarding administrative costs, a copy of which is incorporated by reference and made a part of this Agreement. In order to implement this provision, BCOA may set an hourly rate for contributions to be made to the Savings Plan for any period during the term of this Agreement. These contributions, which shall be made on hours worked and which may be adjusted from time to time, shall be made by all Employers signatory hereto during the term of this Agreement. For purposes of this provision, the term "administrative costs" shall not include costs attributable to or in any way related to any period prior to the Effective Date of this Agreement, and in particular, shall not include any obligations incurred prior to the date or relating to costs incurred prior to that date.

4. Payments required under this Article shall be made on the 10th day of the month following the month for which the payment is owed. Payments shall

be delivered or mailed to the place designated by the Trustees of the Fund.

5. It shall be the duty of each of the Employers signatory hereto to keep current said payments due to the Plan and to furnish to the International Union, United Mine Workers of America, and to the Trustees of the Plan, a monthly statement showing on a mine-by-mine basis, the full amounts due hereunder, the hours worked with respect to which any amounts are payable, and any other information, requested by the Trustees, relating to deferred wages to be paid to the Plan.

6. Failure of any Employer signatory hereto to make full and prompt payments to the Plan in the manner and on the dates herein provided shall be deemed a violation of the Agreement. This obligation of each Employer signatory hereto, which is several and not joint, to so pay such sums shall be a direct and continuing obligation of said Employer, and it shall be deemed a violation of this Agreement if any mine, preparation plant or other facility to which this Agreement is applicable shall be sold, leased, subleased, assigned or otherwise disposed of for the purpose of avoiding any of the obligations hereunder.

7. Each Employer agrees to give proper notice to the President of the appropriate local union by the 18th day of each month that the Employer has made the required payment to the Plan for the previous month, as required by this Article, or is delinquent in such payment, such notice to set forth the amount paid to the

Plan, or the amount of delinquency and, where pertinent, the hours worked with respect to the mine or mines under the jurisdiction of such local union.

8. The Trustees may accept 401(k) wage deferral contributions, employer contributions, Enhanced Premium Contributions or Supplemental Pension Contributions from an Employer that is obligated to pay for administrative costs as set forth under Article XXB(e)3 of this Agreement, provided that the acceptance does not have a material adverse impact on the administrative costs of the Savings Plan. The Trustees may also accept a transfer of a participant's account balances from an Employer's existing qualified deferred contribution 401(k) Plan, provided that the transfer does not have a material adverse impact on the administrative costs of the Savings Plan.

Section (f) **Investments**

Each participant shall have the opportunity to select an investment vehicle for his or her individual account balance, or may apportion his or her account balance among two or more such investment vehicles, subject to reasonable rules and regulations adopted by the Trustees.

1. The investment vehicles among which Employees may choose shall contain a broad range of investment alternatives. In addition to any investment vehicles selected by the Trustees, the range of investments offered to Employees shall include at least two vehicles selected by the Trustees from a list prepared by the

UMWA and two vehicles selected by the Trustees from a list prepared by the BCOA. In lieu of presenting a list of investment vehicles, the UMWA and/or the BCOA may specify criteria by which the Trustees shall select the two designated investment vehicles.

2. Participants shall have the opportunity to elect alternative investment vehicles no more than four times per year, in accordance with reasonable rules and regulations adopted by the Trustees.

Section (g) **Plan and Trust Provisions**

The Trust and Plan are incorporated by reference and considered a part hereto. In the event that any provision of this Article or of any Plan or Trust created pursuant hereto shall violate applicable law, then the parties hereto shall meet to engage in good faith negotiations to agree upon a means of correcting such illegality, so as to effect the intent hereof; except that the Trustees may adopt any amendments necessary to conform the Plan or Trust to the requirements of ERISA, or any other applicable federal law, and the regulations issued thereunder.

Article XXI—SURFACE MINES

Section (a) **Parking Areas**

At each surface mine covered by this Agreement, the Employer shall designate a parking area, or parking areas, where each Employee will have the opportunity

This is **Exhibit "B"** referred to in the Affidavit of
DALE R. STOVER made before me at
Washington, DC
this 22th day of November , 2016.



A Commissioner for taking
Affidavits within District of Columbia

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 UMWA 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)(1)(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)(1)(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)(1) 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 II 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) monthly 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(1) 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(1) 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 UMWA.

(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 a 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 PENSIONERSACTUARIAL 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 SPOUSE*	AGE OF PARTICIPANT*							
	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

Paul M. Young

President

Accepted by:

Dated: 10/25/11

Michael H. Holmurd

Trustee

Dated: 10/25/11

Michael Burkman

Trustee

Dated: 10/25/11

B. S. Ayler

Trustee

Dated: 10/25/11

Steven J. Schacht

Trustee

This is **Exhibit "C"** referred to in the Affidavit of
DALE R. STOVER made before me at
Washington, DC
this 22th day of November, 2016.



A Commissioner for taking
Affidavits within District of Columbia

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, and July 1, 2011, 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 July 1, 2011, pursuant to the authority contained in Article XI herein, shall be given only prospective application commencing on July 1, 2011, and shall have no retroactive application whatever. 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 Trust 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.

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 2011. 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 2011, 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 2011, 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 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.

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 2011.

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 2011, 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.

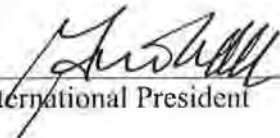
Any assets which remain upon termination of the 1974 Pension Plan, after satisfaction of all benefits and liabilities arising under the 1974 Pension Plan and 1974 Pension Trust in a manner consistent with the principles of Section 4044 of ERISA, shall be distributed as may be mutually agreed upon by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

ARTICLE XIII

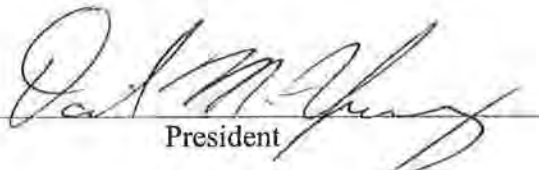
This instrument shall be construed, regulated and administered under Federal law and, to the extent not preempted or inconsistent with such Federal law, the laws of the District of Columbia.

IN WITNESS WHEREOF, the Employers and the Union, pursuant to proper authority, have caused this instrument, effective December 6, 1974, and amended as of July 1, 2011, to be signed by their proper officers or representatives on this 31st day of December, 2012.

UNITED MINE WORKERS OF AMERICA


International President

BITUMINOUS COAL OPERATORS'
ASSOCIATION, INC.



President

Accepted by:

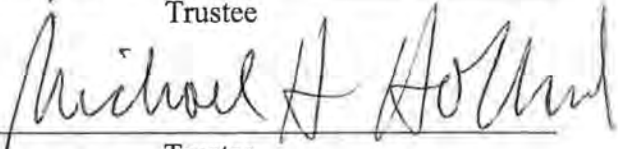
Dated: 1-29-13


Trustee

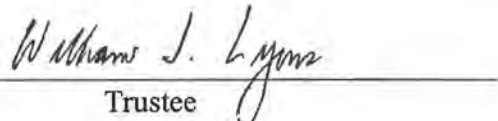
Dated: 1/29/2013


Trustee

Dated: 1/29/2013


Trustee

Dated: 1/29/2013


Trustee

This is **Exhibit "D"** referred to in the Affidavit of
DALE R. STOVER made before me at
Washington, DC
this 22th day of November, 2016.



A Commissioner for taking
Affidavits within District of Columbia

AGREEMENT

0110022

The Parties to this Agreement are Jim Walter Resources, Inc. (hereinafter referred to as "JWR") and the International Union, United Mine Workers of America (hereinafter referred to as "UMWA") on behalf of its members.

Except as otherwise specified in the attached Addendums, the Parties hereto agree to and adopt each and every term of the 2011 National Bituminous Coal Wage Agreement (NBCWA), including Appendix A, B, C, and D and all side letters (listed on Attachment A), as well as the Memorandum of Understanding on Cash Deferred Savings Plan Administrative Costs and the Memorandum of Understanding on Resolution of Disputes Trust, and the negotiated Individual Employer Plan. These provisions are hereby incorporated by reference and continue the agreement between the Parties, provided that this Agreement shall not preclude additional negotiations over local issues.

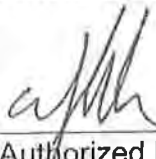
IN WITNESS WHEREOF, each of the Parties signatory hereto had caused this Agreement to be signed on the date specified herein, and except as otherwise specified hereafter, to be effective December 9, 2011.

SO ACKNOWLEDGED AND AGREED BY THE PARTIES:FOR THE UNION:


 Authorized Representative (Date)
 United Mine Workers of America

Daryl H Dewberry
 (Type or Print Name of Representative)

FOR THE COMPANY:


 Authorized Representative (Date)
 Jim Walter Resources, Inc.

Walter J Schieffelin III
 (Type or Print Name of Representative)

0110022

**MEMORANDUM OF UNDERSTANDING
REGARDING MODIFICATIONS AND ADDITIONS
TO THE PARTIES' 2011 COAL WAGE AGREEMENT
RESULTING FROM NEGOTIATIONS FROM ADDITIONAL NEGOTIATIONS**

The United Mine Workers of America (hereinafter referred to as "UMWA") and Jim Walter Resources, Inc. (hereinafter referred to as "JWR"), (together "the Parties") hereby agree to modify or add to the terms of their 2011 Coal Wage Agreement entered into, effective December 9, 2011, as follows:

1. The Parties agree to add to their 2011 Coal Wage Agreement the Memorandum of Understanding regarding the lawsuit *Jim Walter Resources, Inc. -vs- UMWA* on Memorial Days, attached hereto as ADDENDUM 1.
2. The Parties agree to add to their 2011 Coal Wage Agreement, the Neutrality Pledge, attached hereto as ADDENDUM 2 and ADDENDUM 2-A.
3. The Parties agree to add to their 2011 Coal Wage Agreement the Memorandum of Understanding on Card Check Procedure, attached hereto as ADDENDUM 3
4. The Parties agree to add to their 2011 Coal Wage Agreement the Memorandum of Understanding Regarding Employment Opportunity and Job Security, which shall cover UMWA District 20 existing and new operations, attached hereto as ADDENDUM 4.
5. The Parties agree to add to their 2011 Coal Wage Agreement the Memorandum of Understanding regarding a supplemental letter regarding subcontracting, attached hereto as ADDENDUM 5.
6. The Parties agree to add to their 2011 Coal Wage Agreement the Memorandum of Understanding regarding man bus, attached hereto as ADDENDUM 6.

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Memorandum of Understanding Regarding Modifications and Additions to the Parties' 2011 Coal Wage Agreement Resulting from Negotiations over Local Issues, cont'd.

7. The Parties agree to add to their 2011 Coal Wage Agreement the Memorandum of Understanding replacing current language regarding Sickness and Accident benefits, attached hereto as ADDENDUM 7.
8. The Parties agree to add to their 2011 Coal Wage Agreement the Memorandum of Understanding regarding a Drug-Free Workplace Policy and Procedure, attached hereto as ADDENDUM 8.
9. The Parties agree to add to their 2011 Coal Wage Agreement the Memorandum of Understanding regarding Graduated Vacation Days, attached hereto as ADDENDUM 9.
10. The Parties agree to add to their 2011 Coal Wage Agreement the Memorandum of Understanding regarding revised language of Article XXII, Section (n) - Lunches, attached hereto as ADDENDUM 10.
11. The Parties agree to add to their 2011 Coal Wage Agreement the Memorandum of Understanding regarding Electricians', Longwall Mechanics', and Certified Employees' and/or Employees responsible to sign books rate of pay, attached hereto as ADDENDUM 11.
12. ~~The Parties agree to add to their 2011 Coal Wage Agreement the~~ Memorandum of Understanding regarding Alternate Work Schedules, attached hereto as ADDENDUM 12.
13. The Parties agree to add to their 2011 Coal Wage Agreement the Memorandum of Understanding that shall allow Payroll Deduction of UMWA-sanctioned providers' premiums, attached hereto as ADDENDUM 13.
14. The Parties agree to add to their 2011 Coal Wage Agreement, effective January 1, 2012, the Memorandum of Understanding regarding Bonus Plans, attached hereto as ADDENDUM 14.
15. The Parties agree to add to their 2011 Coal Wage Agreement the Memorandum of Understanding regarding retroactivity of the first wage increase, attached hereto as ADDENDUM 15.


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Memorandum of Understanding Regarding Modifications and Additions to the Parties' 2011 Coal Wage Agreement Resulting from Negotiations over Local Issues, cont'd.

- 16. The Parties agree to carry forward to their 2011 Wage Agreement the Memorandum of Understanding on Work Preservation, attached hereto as ADDENDUM 16.
- 17. The Parties further agree that the terms and condition rates of pay and benefits under the Coal Wage Agreement of 2007 between The Pittsburg & Midway Coal Mining Co. and The International Union, United Mine Workers of America, for the North River Mine, shall not be reduced and is a stand-alone Agreement and is only succeeded by the 2011 Coal Wage Agreement and the attached Memorandum of Understanding, attached hereto as ADDENDUM 17.
- 18. The Parties further agree to add to the 2011 Coal Wage Agreement the Memorandum of Understanding regarding a Probationary Period, attached hereto as ADDENDUM 18.

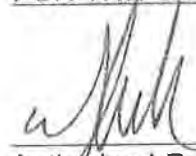
SO ACKNOWLEDGED AND AGREED BY THE PARTIES:

FOR THE UNION:


 Authorized Representative (Date) 12-9-11
 United Mine Workers of America

Daryl H Dewberry
(Type or Print Name of Representative)

FOR THE COMPANY:


 Authorized Representative (Date) 12/9/11
 Jim Walter Resources, Inc.

WALTER J SCHELLER III
(Type or Print Name of Representative)

ADDENDUM 1

0110022

MEMORANDUM OF UNDERSTANDING
(ARTICLE XXI - MISCELLANEOUS)

Article XXII, Section (j) - Memorial Periods

During the 2007 labor contract negotiations, the Parties agreed to a Memorandum of Understanding regarding the use of Memorial Periods. Due to actions which occurred in 2008, Jim Walter Resources, Inc. filed a lawsuit against the UMWA.

The Parties hereby agree that the pending lawsuit will immediately be withdrawn by JWR, and shall have no effect. Further, hereafter Jim Walter Resources, Inc. shall not be expected to file and/or process a grievance under the provisions of Article XXIII of the 2011 Coal Wage Agreement between the Parties.

The Parties also agree that any costs already paid and/or incurred in the referenced litigation will be borne by the party who bore and/or incurred those costs.

- An understanding has been reached in good faith between the Parties regarding the use of Memorial Periods under this Agreement.
- It is recognized by JWR that the UMWA may designate Memorial Periods according to the language in Article XXII, Section (j). Where a Memorial Period is planned on a site specific basis for any JWR mine(s) alone, the Parties have agreed to the following:
 1. The UMWA will provide JWR with reasonable notice of the planned Memorial Period.
 2. On any designated Memorial Period, an adequate number of Fire bosses and/or Fireboss Pumpers may be required to work.

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ADDENDUM 2

0110022

MEMORANDUM OF UNDERSTANDING REGARDING CURRENT AND FUTURE
COAL MINING OPERATIONS IN UMWA DISTRICT 20
BETWEEN
UNITED MINE WORKERS OF AMERICA AND JIM WALTER RESOURCES, INC.

This Memorandum of Understanding ("MOU") is entered into between the United Mine Workers of America ("UMWA") and on behalf of its divisions, affiliates and Local Unions; and Jim Walter Resources, Inc. ("JWR"), all of the foregoing also denominated as the Parties, for the purpose of further securing labor peace between the Parties.

WHEREAS: Previously the Parties have entered into a 2011 Coal Wage Agreement applicable at JWR's coal mines and facilities covered by such Agreement;

WHEREAS: The UMWA has also asked that JWR and Walter Energy, Inc. (hereafter collectively referred to in this MOU as "JWR") agree to a "Neutrality Pledge and Card Check Procedure ("NPCCP") to apply to existing non-signatory operations, including: Tuscaloosa Resources, Inc.'s mines: East Brentwood Mine, ID No. 0103196; Highway 59 Mine, ID No. 0103390; and Swans Crossing Mine, ID No. 0103436; and Taft Coal Company's mines: Choctaw Mine, ID No. 0100347 and Reids School Mine, ID No. 0103404; and any new coal mining operations that it opens prior to December 31, 2016, in UMWA District 20; and

WHEREAS: JWR will agree to such NPCCP provided that the UMWA will agree to the terms and conditions set forth below:

NOW THEREFORE in consideration of the foregoing and other good and valuable consideration as set forth herein, the Parties agree as follows:

1. JWR agrees to permit the use of the NPCCP described in Addendum 2-A and Addendum 3 at the above-described and newly-opened operations. Such NPCCP may be used by the UMWA only four (4) times at each such operation before December 31, 2016.
2. Nothing in this MOU, its implementation, its execution, the discussions leading to its execution, or the negotiations for the labor agreements for any of the above-described mines shall create or be used, or offered as evidence, in any forum to create a joint employer, single employer, alter ego, agency, successor, or other type of relationship between or among the JWR and the non-signatory coal mining operation.

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ADDENDUM 2


Memorandum of Understanding Regarding Current and Future Coal Mining Operations in UMWA District 20 Between United Mine Workers of America and Jim Walter Resources, Inc., cont'd.

This MOU is entered into and applies solely for the benefit of the Parties hereto, and will neither bind nor be used by any other person, group, association or entity for any purpose.

IN WITNESS WHEREOF, each of the Parties signatory hereto has caused this Memorandum of Understanding to be signed this 9th day of December, 2011, to become effective on this date and it shall remain in full force and effect until January 1, 2016.

SO ACKNOWLEDGED AND AGREED BY THE PARTIES:


FOR THE UNION:



Authorized Representative (Date)
United Mine Workers of America

Daryl H Dewberry
(Type or Print Name of Representative)

FOR THE COMPANY:



Authorized Representative (Date)
Walter Energy, Inc./Jim Walter Resources, Inc.

WALTER J SCHUELLER III
(Type or Print Name of Representative)

ADDENDUM 2-A

0110022

NEUTRALITY PLEDGE

Where the UMWA becomes involved in organizing any group of classified Employees, the Employer shall maintain a neutral position.

As part of this Neutrality Pledge, the Employer agrees that:

1. The Employer shall advise its employees that the Employer is not opposed to the selection of the UMWA as the bargaining representative;
2. The Employer shall refrain from lending any assistance or support of any kind to any group opposed to the UMWA;
3. The Employer shall not pass through UMWA benefits to unorganized groups since this practice may be without legitimate business justification and would therefore violate the Employer's neutrality pledge; however, in no event shall the Employer be required to reduce any benefits already in effect at such operation at the time of its acquisition by the Employer; and
4. The Employer shall provide union representatives reasonable access to its employees on company property during non-working time in non-working areas to enable any union representatives to address its employees. No union representative will be permitted to go underground for purposes of organizing.

Any alleged violations of this pledge shall be submitted to final and binding arbitration, utilizing the following procedures:

1. If the District believes that a violation of the Neutrality Pledge has occurred, it shall arrange with the Employer for immediate arbitration of the dispute under Article XXIII of the Collective Bargaining Agreement, bypassing steps one through three of the Grievance Procedure.
2. The Neutral Party shall immediately be assigned to hear the case as the arbitrator.

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ADDENDUM 2-A NEUTRALITY PLEDGE, cont'd.

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3. The Neutral Party shall hear the case within five (5) days. At the conclusion of the hearing, the Neutral Party shall at that time announce his decision which shall be binding on all Parties. Following the hearing, the Neutral Party shall forthwith reduce his decision to writing within ten (10) days. If the Neutral Party determines that the Employer has violated this pledge, the Neutral Party shall fashion an appropriate remedy to restore a neutral environment.
4. The Parties shall share the expense of the Neutral Party's activities as required under this Memorandum.

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ADDENDUM 3

0110022

AGREEMENT ON MAJORITY CARD CHECK PROCEDURE

1. The Employer, and solely for purposes of negotiating and executing this MOU and no other purposes, the limited agent of Walter Energy, Inc. and its non-signatory coal mining subsidiaries, has entered into this Agreement as part of the MOU, to which this Agreement is attached and incorporated into, with the Union outlining a Majority Card Check Procedure (hereinafter referred to as the "Procedure") for determining whether a majority of the non-supervisory included employees at its affiliates current or newly-opened non-signatory coal mining operations described in this MOU desire to be represented by the Union.
2. The Union, upon receiving a majority showing of interest on the part of included employees, shall notify the Employer in writing of its desire to utilize the Procedure set forth herein:
 - (a) For purposes of this Procedure, a showing of interest shall be evidenced by employees signing and dating authorization cards provided by the Union for that purpose. These cards will contain a statement indicating that the employee wishes to be represented for purposes of collectively bargaining by the UMWA, and that the signed card may be used by the Union in order for it to become the exclusive collective bargaining representative through the Employer's voluntary recognition in lieu of a NLRB certified election.
 - (b) For purposes of this Memorandum of Understanding, the term "included employees" is defined as all non-supervisory employees of the Employer's affiliates at the operations described in this MOU, but excluding all employees of the type covered by the Exemptions Clause in Article IA(b) in the Employer's 2011 Coal Wage Agreement.
3. Employees eligible to sign cards are those included employees who are on the active payroll and those on layoff status (whom it is reasonably contemplated will be recalled) as of the date of written notification to the Employer's affiliates that the Union has obtained a majority of cards signed by such included employees.

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WJJ

ADDENDUM 3
AGREEMENT ON MAJORITY CARD CHECK PROCEDURE, cont'd.

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4. Immediately after such notification by the Union, the Union and the Employer shall notify a mutually agreed upon person from the Parties Arbitrators' Panel to service as the Neutral Party. Should that person be unable to serve, another Neutral Party from the Parties Arbitrators' Panel will be chosen by mutual agreement to review the cards to verify that a majority of the included employees in the subject operation wish to be represented by the Union.
5. On the same date as the notification given under Section 2, the Union shall forward to the Neutral Party all cards then in its possession, which cards shall constitute the total to be considered for this Procedure.
6. Simultaneously, on the same day as receipt of the Union's notice, the Employer's affiliate shall prepare and, with the written permission of each employee, forward to the Neutral Party a list of the included employees at the operation identifying the employees by name, address, last four digits only of their Social Security number, plus a copy of the employees' signatures. At the same time, a copy of this list will be given to the Union.
7. Upon receipt of the cards, the list, and the signatures, the Neutral Party will immediately conduct the card check and notify the Parties in writing of the findings.
8. The Neutral Party may conduct such investigation as he/she deems necessary to determine the authenticity of the signed cards. The Neutral Party shall be empowered to dismiss any card found to be invalid. Only the Neutral Party shall examine the cards once they have been submitted.
9. The Neutral Party may also make inquiry and decide on any questions brought to his/her attention by either Party with respect to the operation of the Procedure. The Neutral Party's decision in such matters shall be final and binding on the Parties with respect to the Procedure.
10. In counting the cards to determine if a majority of the included employees desire to be represented by the Union, the Neutral Party shall consider any card signed within twelve (12) months. Any card which is not both signed and dated will be rendered void and therefore not considered.

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ADDENDUM 3
AGREEMENT ON MAJORITY CARD CHECK PROCEDURE, cont'd.

0110022

11. After having conducted any investigation deemed necessary, and having counted the valid cards, the Neutral Party shall issue his/her decision in writing as to whether a majority of the included employees desire to be represented by the Union. Such decision shall be final and binding on the Parties.
12. Should the Neutral Party find that a majority of included employees are desirous of being represented by the Union, the Employer agrees to recognize the Union as the exclusive representative of the included employees as set forth in Section 2(b) above, for the purpose of collective bargaining with respect to wages, hours and conditions of employment.
13. For purposes of Article IA(f), recognition of the Union pursuant to this Procedure will qualify as "otherwise properly obtaining bargaining rights."
14. Should the Neutral Party find that a majority of included employees are not desirous of being represented by the Union, it is understood that the Union may not again elect to utilize this Procedure with respect to that operation for a period of six (6) months.
15. The Union and the Employer's affiliate shall be responsible for the expenses ~~of the Neutral Party's activities as required under this Memorandum.~~

DHD

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ADDENDUM 4

0110022

MEMORANDUM OF UNDERSTANDING
ON EMPLOYMENT OPPORTUNITY AND JOB SECURITY

The parties agree to retain the first portion of Article II from the 2007 Wage Agreement between Jim Walter Resources, Inc. and the United Mine Workers of America, through Article II D-3 (pages 9-19 of the JWR contract book), *except* for the following change to paragraph 3:

For purposes of this Article, the term "Employer" shall include the signatory company under its own name or under the name of another (such as its subsidiary, affiliate, or related company, including its non-signatory parent which in the case of Walter Energy/Jim Walter Resources, Inc., includes Walter Energy, Inc. and any other), operating as a corporation, partnership or any other business entity, and new and existing operations in UMWA District 20, including but not limited to a joint venture, wherein the signatory company, through common officers, directors, partners, stockholders or managers or through any other device exercises management and control over the operation or has a majority ownership interest in the operation, either directly or indirectly.

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ADDENDUM 5

0110022

MEMORANDUM OF UNDERSTANDING
(ARTICLE IA - SCOPE AND COVERAGE)Article IA, Section (a) - Work Jurisdiction (additional language)

Revised language of this Article and Section is mutually agreed upon and understood to be defined as follows:

Management shall not sub-contract work which has normally and customarily been performed by JWR employees. This does not apply to new construction.

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ADDENDUM 6

0110022

MEMORANDUM OF UNDERSTANDING ON UNDERGROUND MINE - MAN BUS

- In an effort to enhance overall safety (and not interfere with safe operation of the mine) in JWR underground mines, Management will endeavor as reasonably practicable to have a vehicle available to each working section which can be used to promptly remove a person in case of injury.
- Where sections are grouped together, this may be accomplished with shared vehicles.
- Failure to provide a vehicle (when provision of a vehicle is reasonably practicable) on rare occasions would be a topic for discussion with Mine Management/Safety Committee – and shall not be a reason to stop work.
- This provision shall take effect within eighteen (18) months of December 9, 2011.

DHD
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ADDENDUM 7

0110022

MEMORANDUM OF UNDERSTANDING
(ARTICLE XI - SICKNESS AND ACCIDENT BENEFITS)

Article XI, Section (d) - Amount and Payment of Benefits

Revised language of this Article and Section is mutually agreed upon and understood to be defined as follows:

- The amount of payment as covered in Article XI, Section (d) of the 2011 Coal Wage Agreement shall be modified to be paid at eight hundred dollars (\$800.00) per week for the first six (6) weeks an employee qualifies for Sickness & Accident payments, then paid \$600.00 per week for any remaining weeks beyond such first six (6) weeks for which an employee qualifies for Sickness and Accident benefits.
- The terms and conditions of this Memorandum of Understanding (MOU) will remain in effect through December 31, 2012. At that time, either Party may notify the other Party that it wishes to discontinue this MOU.
- If either Party chooses to discontinue this MOU, beginning January 1, 2013, Sickness and Accident benefits will be governed by the language in Article XI of the 2011 Coal Wage Agreement.

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ADDENDUM 8

0110022

MEMORANDUM OF UNDERSTANDING
(DRUG-FREE WORKPLACE POLICY AND PROCEDURE)

- The Parties mutually recognize that mining involves particular hazards and that it is essential that all employees commit to maintaining a safe, healthful and productive work environment which is free from the adverse effects of drugs and alcohol.
- Thirty (30) days after the implementation of this policy, the testing of all employees may be conducted on a random basis.
- The Parties agree that within thirty (30) days after December 9, 2011, the Substance Abuse and Control Policy that has been in effect at JWR will be discontinued; in its place, a new up-to-date policy will become effective on that date. The New Policy will include the provisions of the previous Policy with the following modifications of the previous policy. Each Employee who engages in Prohibited Conduct will be subject to the following action:
 - Beginning on the effective date of the New Policy, any Employee reporting to work legally impaired by alcohol and/or drugs may be suspended five (5) days with intent to discharge.
 - During the initial twelve (12) months of the New Policy, any employee who tests positive for the first time shall be eligible for substance abuse rehabilitation.
 - A repeat offender under this program shall be suspended with intent to discharge without rehabilitation being made available.
 - After the initial twelve (12) months of the New Policy has passed, any employee who tests positive for drugs and/or alcohol for the first time may be subject to suspension for five (5) days with intent to discharge.

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ADDENDUM 9

MEMORANDUM OF UNDERSTANDING
(ARTICLE XIV - GRADUATED VACATION DAYS)

0110022

Article XIV - Graduated Vacation Days (additional language)

Revised additional language of this Article is mutually agreed upon and understood to be defined as follows:

- The Parties agree that an employee who is eligible for a Graduated Vacation Day must obtain approval prior to the beginning of the shift that he wishes to take off as a Graduated Vacation Day.
- Approval will be granted so long as it will not interfere with efficient operations as determined by Management and so long as not more than fifteen (15) percent of such individuals classification scheduled to work on that shift at the mine elects to be off on the same day.
- Employees will be allowed to take a Graduated Vacation Day on any scheduled work day, at straight time rate of pay, with the granted approval applied above.

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ADDENDUM 10

MEMORANDUM OF UNDERSTANDING
(ARTICLE XXII - MISCELLANEOUS, SECTION (N) - LUNCHES)

Article XXII - Lunches (additional language)

Revised additional language of this Article is mutually agreed upon and understood to be defined as follows:

- Any classified employee working two (2) or more hours in addition to his/her own regular shift, or who is called back to work after leaving the Employer's premises, will receive a lunch payment, in the amount of eight dollars (\$8.00). No food will be provided.
- This Memorandum of Understanding will apply through December 31, 2013. At that time, either Party may notify the other that it wishes to discontinue it.
- If either Party chooses to discontinue this Memorandum of Understanding, beginning January 1, 2014, lunches will be governed by the applicable language in Article XXII, Section (n) of the 2011 Coal Wage Agreement.

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ADDENDUM 11

0110022

MEMORANDUM OF UNDERSTANDING
ON RATES OF PAY
ON ELECTRICIANS', LONGWALL MECHANICS' CERTIFIED EMPLOYEES'
AND/OR EMPLOYEES' RESPONSIBLE TO SIGN BOOKS

(ARTICLE IV - WAGES, SECTION (E) - STANDARD DAILY WAGE RATE)
AND
(APPENDIX A)

Article IV, Section (e) - Standard Daily Wage Rate and
Appendix A (additional language)

Revised additional language of this Article and Appendix A is mutually agreed upon and understood to be defined as follows:

- Employees who are classified in the Electrician job titles (all classified Electricians) and Longwall Mechanics will receive an hourly rate of three dollars (\$3.00) per hour above the standard hourly rate of their job grade of the provisions of Appendix A of the 2011 Wage Agreement .
- ~~All classified employees who are certified and/or responsible to sign books will~~ receive an hourly wage rate of one dollar (\$1.00) per hour above the standard hourly wage rate of their classified job grade of the provisions of Appendix A.
- This rate will not apply to Employees who are not classified Electricians, classified Longwall Mechanics, classified/certified Employees and/or Employees responsible to sign books, even if they perform classified Electrician, Longwall Mechanic, classified/certified work and/or responsible to sign books in addition to the provisions of Article XIX, Section (e).

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ADDENDUM 12**MEMORANDUM OF UNDERSTANDING
ON ALTERNATE WORK SCHEDULING**

In order to address employment and overtime issues, and notwithstanding anything to the contrary in the 2011 Coal Wage Agreement between the Parties agree and/or in any Appendix or Addendum thereto, the Parties agree that alternate work schedules may be adopted by the Employer pursuant to the following criteria:

The criteria that will be established by Alternate Work Schedule will be:

1. To permit and optimize the efficiency of the operation on a 24-hour/7-day per week basis; and
2. To help lessen scheduling requirements on as many employees as possible.

At least thirty (30) days before the implementation of any Alternate Work Schedule(s), the Employer and the authorized UMWA District Representative will meet to discuss any modifications to the proposed schedule(s) that may be suggested by either Party. In this effort, the Parties commit to incorporate provisions that will achieve the above-stated criteria. The Parties agree to cooperate in all respects in order to effectuate the intent and implementation of this Memorandum of Understanding.

Only if both Parties agree, at the conclusion of such negotiation the Employer shall implement the agreed-upon Alternate Work Schedule(s).

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ADDENDUM 13

MEMORANDUM OF UNDERSTANDING
ON PAYROLL DEDUCTION OF UMWA-SANCTIONED PROVIDERS' PREMIUMS

The Parties agree that, as soon as practicable after December 31, 2011 and during the of their 2011 Coal Wage Agreement, the Employer shall allow payroll deductions for premiums charged to Employees for no more than two (2) UMWA-sanctioned providers.

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ADDENDUM 14

0110022

MEMORANDUM OF UNDERSTANDING
(ARTICLE XXII - MISCELLANEOUS, SECTION (S) - BONUS PLANS)

Article XXII - Bonus Plans (additional language)

Revised additional language of this Article XXII and Section (s) is mutually agreed upon and understood to be defined as follows:

- Beginning January 1, 2012, for any calendar month during which the year-to-date MSHA Reportable Accident Rate is below 1.0, each active employee will be paid during the next calendar month an additional fifteen cents (\$.15) for every hour they actually work during such month.

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ADDENDUM 15

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MEMORANDUM OF UNDERSTANDING ON WAGES

The Parties agree that, consistent with the 2011 National Bituminous Coal Wage Agreement (NBCWA), a one dollar (\$1.00) per hour wage increase shall be paid retroactive to July 1, 2011, including to employees who have retired during this period, from July 1, 2011 to date; however, employees terminated since July 1 for other than retirement are not eligible for such retroactive payment.

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ADDENDUM 16

0110022

MEMORANDUM OF UNDERSTANDING
ON WORK PRESERVATION

1. The Parties enter into this Memorandum of Understanding in order to preserve work and job opportunities currently and/or traditionally performed by the collective bargaining unit, and to prevent any device or subterfuge to avoid the protection and preservation of such work and job opportunities, under which the employer parties may have diverted or assigned work and job opportunities currently or traditionally performed by employees to other entities established, owned and/or controlled (whether directly or indirectly) by the employer parties.

For purposes of this Memorandum the following definitions shall apply: the term "signatory company" shall mean the entity which is signatory to the Interim Agreement; and the term "employer parties" shall mean the entity signatory hereto under its own name or under the name of another (such as its parent, subsidiary, affiliate, or related company), operating as a corporation, partnership or another business entity, including but not limited to a joint venture, wherein the entity signatory hereto, through common officers, directors, partners, stockholders or managers or through any other device exercises management and control over the operation or has a majority ownership interest in the operation, either directly or indirectly.

2. The employer parties agree that no such work referred to in paragraph 1 above shall be performed by any entity that is owned, or managed and controlled (whether directly or indirectly) by the employer parties other than as specifically provided in Article II.
3. The employer parties agree that they will not engage in any transaction, restructuring or reorganization that permits the employer parties or any entity of the employer parties that they own, or manage and control (whether directly or indirectly) to evade this Memorandum of Understanding or to perform such work referred to in paragraph 1 above outside the terms and conditions of this Memorandum of Understanding or Article II.

*DHD**WTS*

ADDENDUM 16
MEMORANDUM OF UNDERSTANDING ON WORK PRESERVATION

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4. The employer parties agree that Article II, the Neutrality Pledge and Card Check Memorandum of the 2011 Wage Agreement shall apply to all coal lands (including, but not limited to bituminous and sub-bituminous coal lands), coal producing and coal preparation facilities, and operations owned or held under lease by them, or by any entity of the employer parties that they own, or manage and control (whether directly or indirectly). Except, however, Article II, the Neutrality Pledge and Card Check Memorandum of the 2011 Wage Agreement, shall not apply to the sale of coal lands not permitted, dedicated, or assigned to any signatory operation or facility, so long as the sale is not to an employer party or to any entity which is owned, or managed and controlled, either directly or indirectly, by an employer party. In addition, Article II, the Neutrality Pledge and Card Check Memorandum of the 2011 Wage Agreement, shall not apply to the lease of coal lands by non-signatory employer parties to bona fide third parties where such coal lands are not permitted, dedicated, or assigned to any signatory operation or facility unless the employer party either retains title to the coal return to the employer party or employer after the coal is mined, except for end use by any employer party. Immediately upon the conclusion of such a sale or lease, the signatory company shall notify the Union. Such notification shall be by Certified Mail to the Secretary/Treasurer of the UMWA International Union and shall be accompanied by documentation necessary to establish that this exception to the application of Article II applies.
5. The employer parties agree that all entities owned, or managed and controlled by them (whether directly or indirectly) waive any and all rights to assert that this Memorandum of Understanding or Articles I, IA, or II violate any law or legal principle and that neither they nor such entity will bring any legal challenge or action of any form concerning the validity of this Memorandum of Understanding or Articles I, IA, or II, nor shall they support or encourage such a legal challenge.
6. The employer parties agree that all grievances or disputes, concerning the interpretation or application of this Memorandum of Understanding and Article II shall be resolved in final and binding arbitration as provided in Article XXIII of the Agreement. The employer parties hereby expressly agree to voluntarily submit themselves and be fully bound by the arbitration procedure provided in Article XXIII of the Agreement in all respects, should the Union allege a violation of this Memorandum of Understanding.

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ADDENDUM 16
MEMORANDUM OF UNDERSTANDING ON WORK PRESERVATION

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7. In the event that any coal lands which are permitted, dedicated or assigned to any signatory operation or facility, coal producing operations or facilities are sold to any bona fide third party, the work and job opportunities preserved in this Agreement shall continue to apply to all such coal lands, coal producing operations or facilities, but shall not otherwise apply to any coal lands, coal producing operations or facilities owned or held under lease by the purchaser.
8. The parties agree to cooperate in all respects in order to effectuate the intent and implementation of this Memorandum of Understanding.


SO ACKNOWLEDGED AND AGREED BY THE PARTIES:

FOR THE UNION:


 _____ 12-9-11
 Authorized Representative (Date)
 United Mine Workers of America

Daryl H Dewberry
 (Type or Print Name of Representative)

FOR THE COMPANY:


 _____ 12/9/11
 Authorized Representative (Date)
 Walter Energy, Inc./Jim Walter Resources,
 Inc.

WALTER J SCHELLER III
 (Type or Print Name of Representative)

ADDENDUM 17

0110022

MEMORANDUM OF UNDERSTANDING REGARDING NORTH RIVER MINE

The Parties agree that the improvements in the 2007 Coal Wage Agreement between The Pittsburg and Midway Coal Mining Co. and the International Union, United Mine Workers of America for the North River Mine ("2007 North River Agreement") (including its improved wages and the Memorandum of Understanding "Article II.A North River Mine") shall carry forward during the term of the 2011 Coal Wage Agreement. In addition, the wage increases and other changes set forth in the Agreement between JWR and the UMWA will be applied to the North River Mine and shall be known as the 2011 North River Agreement, *except* to the extent any such language may conflict with the updated 2007 North River Agreement in which case the North River language shall apply. Because it will include some differences from the 2011 Coal Wage Agreement between JWR and the UMWA, the 2011 Coal Wage Agreement for the North River Mine shall be a stand-alone Agreement.

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ADDENDUM 18

0110022

MEMORANDUM OF UNDERSTANDING ON PROBATIONARY PERIOD

Revised additional language of this Article XIX and Section (b) is mutually agreed upon and understood to be defined as follows:

Probationary Period

- New employees and those hired after a break in continuous service (this does not apply to those on Leaves of Absences or layoff) will be regarded as probationary employees for the first eight hundred (800) hours of actual work.
- During the Probationary Period, such employee may be terminated at the sole discretion of the Employer without any regard to Article XXIII, Section (c) - Grievance Procedure or Article XXIV - Discharge Procedure.
- Before any probationary employee is discharged, he/she will be afforded at least one counseling session with Management and a Union Representative. At the end of an employee's probationary period, any record from a counseling session will be removed from the record and not referred to in any manner.

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ATTACHMENT A
to 2011 AGREEMENT

0110022

Applicable Side Letters Included in Agreement

- 1) Use of Subcontractors
- 2) Mediation
- 3) Special Permanent Layoff Pension, Special 30-and-out Layoff Pension and 30-and-out Pension
- 4) Surviving Spouses of New Inexperienced Miners
- 5) Cash Deferred Savings Plan Participation Expiration Dates.

Applicable Memorandum of Understanding Included in Agreement

- 1) Cash Deferred Savings Plan Administrative Costs
- 2) Resolution of Disputes Trust

The parties further note that Appendix C of the ratification booklet dated June 2011 shall be substituted so that for each place where the number "368" appears in the ratification booklet the substitute number will be "376;" and where the number "288" appears in the ratification booklet the substitute number will be "296;" and where the number "258" appears in the ratification booklet the substitute number will be "266."

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Bituminous Coal Operators Association, Inc.
801 Pennsylvania Avenue #612
Washington D.C. 20004

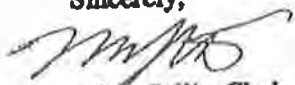
July 1, 2011

Cecil E. Roberts
President
United Mine Workers of America
18354 Quantico Gateway Drive
Suite 200
Triangle, VA 22172

Dear Mr. Roberts:

The UMWA has raised certain concerns about the use of subcontractors at signatory bituminous coal mines. The signatory Employers agree to meet and discuss with the UMWA the use of subcontractors at signatory mines during the term of the National Bituminous Coal Wage Agreement of 2011. Among other things, the parties will evaluate the impact of subcontracting on the work jurisdiction of mine workers covered by the NBCWA, review the current practices and extent of subcontracting at signatory operations and consider the effect of subcontracting on the safe and efficient operation of the mines.

Sincerely,


Nicholas J. Delulio, Chairman
BCOA Negotiating Committee

So Agreed:


Cecil E. Roberts

DHD

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MEDIATION

Bituminous Coal Operators' Association, Inc.
801 Pennsylvania Avenue #612
Washington D.C. 20004

July 1, 2011


Mr. Cecil E. Roberts
President
18354 Quantico Gateway Drive
Suite 200
Triangle, VA 22172

Dear Mr. Roberts:

This letter will confirm BCOA's understanding with you concerning the National Bituminous Coal Wage Agreement of 2011 as it relates to settlement of disputes. The terms of the Agreement do not prohibit an Employer from entering into an arrangement with the Union which provides that disputes between the Employer and its UMWA represented Employees may be submitted to a mediation procedure.

BCOA does not agree, however, that the mediation procedure replaces the contractual resolution of dispute procedures, i.e., Article XXIII, Article XXIV, and Article XX, Section (c)(5). It is BCOA's understanding that the mediation procedure is a supplement to the contractual procedures.

Sincerely,


Nicholas J. DeLullis, Chairman
BCOA Negotiating Committee

DHD

WJS

So Agreed:


Cecil E. Roberts

0110022

Bituminous Coal Operators' Association, Inc.
801 Pennsylvania Avenue #612
Washington D.C. 20004

July 1, 2011

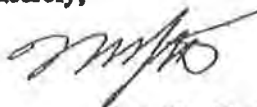
Cecil E. Roberts
President
United Mine Workers of America
18354 Quantico Gateway Drive
Suite 200
Triangle, VA 22172

Re: Special Permanent Layoff Pension, Special 30-and-out Layoff
Pension and 30-and-out Pension

Dear Mr. Roberts:

This is to confirm our understanding regarding the effect of an election to receive the Special Permanent Layoff Pension or a Special 30-and-Out Layoff Pension, as well as a 30-and-Out Pension under which a miner met the requirements for a Special 30-and-Out Layoff Pension, from the UMWA 1974 Pension Plan ("Special Layoff Pensions"), as provided under Sections (7)(e), (f) and (g) of the General Description of the Health and Retirement Benefits in Article XX of the 2011 National Bituminous Coal Wage Agreement ("NBCWA"). The language included by the parties in Section (10)(d) of the General Description of the Health and Retirement Benefits in Article XX of the NBCWA is intended to assure that a miner who elects to receive a Special Permanent Layoff Pension does not forfeit or otherwise lose his right to receive the continued health coverage and life insurance benefits to which he would have been entitled under the NBCWA or his Employer's benefit plan as the result of the layoff had he not elected to receive his pension.

Sincerely,



Nicholas J. DeFulio, Chairman
BCOA Negotiating Committee

DHD

wjs

So Agreed:



Cecil E. Roberts

0110022

Bituminous Coal Operators' Association, Inc.
801 Pennsylvania Ave, N.W. • Suite 612
Washington, DC 20004

July 1, 2011

Cecil E. Roberts, President
United Mine Workers of America
18354 Quantico Gateway Drive
Suite 200
Triangle, VA 22172

Re: Benefits for Surviving Spouses of New
Inexperienced Miners

Dear Mr. Roberts:

~~This is to indicate to you our agreement to meet and discuss with the UMWA the subject~~
of the provision of health and medical benefits from the 1993 Benefit Plan and Trust to the
Surviving Spouses of New Inexperienced Miners for deaths arising out of a non-mine related
fatality. We further agree that neither the Employers nor the UMWA will be prejudiced by our
failure to reach agreement or from any of the proposed language and discussions among the
parties, nor will our failure to reach agreement result in any presumption of either eligibility or
ineligibility for benefits.

Sincerely,



Nicholas J. Delulio, Chairman
BCOA Negotiating Committee

So Agreed:

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Cecil E. Roberts

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Bituminous Coal Operators' Association, Inc.
801 Pennsylvania Avenue #612
Washington D.C. 20004

July 1, 2011

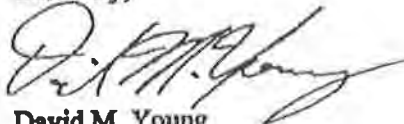
Mr. Cecil E. Roberts
President
United Mine Workers of America
18354 Quantico Gateway Drive
Suite 200
Triangle, VA 22172

Re: Cash Deferred Savings Plan

Dear Mr. Roberts:

This is to confirm our understanding that an employer subject to the obligation to make 401(k) Contributions (pursuant to employee wage deferrals) to the Cash Deferred Savings Plan (CDSP) on July 1, 2011, under a collective bargaining agreement with an expiration date later than that of the National Bituminous Wage Agreement of 2007, may continue to make the contributions required under such agreement until its expiration.

Sincerely,

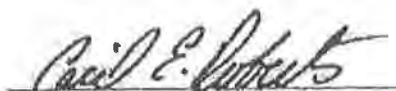


David M. Young
Bituminous Coal Operators' Association, Inc.

So Agreed:

DHD

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Cecil E. Roberts
United Mine Workers of America

0110022

MEMORANDUM OF UNDERSTANDING
ON THE
UMWA CASH DEFERRED SAVINGS PLAN

The United Mine Workers of America ("UMWA") and the Bituminous Coal Operators' Association, Inc. ("BCOA") hereby agree as follows:

Administrative costs incurred by the UMWA Cash Deferred Savings Plan of 1988 after January 1, 1998 will be borne by the Employers; provided that, the amount of administrative costs to be borne by the Employers shall be limited to a maximum amount that does not exceed annually (beginning January 1, 1998) the lesser of 42 basis points applied to the assets of the Savings Plan or \$370,000 in 2011, which amount shall be increased to \$375,000 in 2012, \$380,000 in 2013, \$385,000 in 2014, \$390,000 in 2015 and \$395,000 in 2016. Any unused contributions remaining at the end of a year may be carried forward into following years and may be used to pay administrative costs incurred by the Savings Plan over and above the maximum amounts established above for a particular year. Under no circumstances shall the annual contributions made hereunder exceed the actual administrative costs of the Savings Plan.

United Mine Workers of America

Bituminous Coal Operators' Association,
Inc.



Cecil E. Roberts
United Mine Workers of America



Nicholas J. DeIuliis
Bituminous Coal Operators' Association,
Inc.

July 1, 2011

July 1, 2011

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MEMORANDUM OF UNDERSTANDING

on the

UMWA-BCOA ROD Trust

The United Mine Workers of America ("UMWA") and the Bituminous Coal Operators' Association, Inc. ("BCOA") hereby agree as follows:

(1) The UMWA and the BCOA established the UMWA-BCOA ROD Trust to pay the costs incurred by the UMWA 1993 Benefit Plan in processing the Resolutions of Disputes (RODs) provided for under Article XX, Section (e)(5) of the National Bituminous Coal Wage Agreement (the "NBCWA") of 1993. The ROD Trust shall also pay the costs incurred by the Formulary Review Program, including the Pharmacy Expert selected by the UMWA and the Employer pursuant to Article XX, Section 10 of the NBCWA of 2011. The Agreement and Declaration of Trust of the UMWA-BCOA ROD Trust, as amended pursuant to this Memorandum is incorporated by reference and made a part of the Memorandum.

2) Each signatory Employer that was obligated to contribute (and was in compliance with such obligation) to the Trust during the term of the 1993, 1998, 2002 or 2007 NBCWA shall contribute to the ROD Trust 0.0 ¢ per hour actually worked by each of the Employer's Employees who perform classified work as defined by the 2011 NBCWA. Each signatory Employer not described in the preceding sentence shall, for its first twelve months of operation subject to this Memorandum, contribute to the ROD Trust 1.0 ¢ per hour actually worked by each of the Employer's Employees who perform classified work as defined by the 2011 NBCWA. Contributions shall be required only during the term of the 2011 NBCWA.

(3) (a) At any time during the term of the 2011 NBCWA, the BCOA may reallocate up to 1.0¢ of the contributions to be paid to the UMWA-BCOA LMPCP Trust and to the ROD Trust to pay for the processing of RODs by the 1993 Plan, which reallocation will increase the cents per hour to be contributed into the ROD Trust and correspondingly will decrease the cents per hour to be contributed by the Employers into the LMPCP Trust, or which will decrease the cents per hour to be contributed into the ROD Trust and correspondingly will increase the cents per hour to be contributed by the Employers into the LMPCP Trust. Additionally, at any time during the term of the 2011 NBCWA, the BCOA may reallocate up to 2.0¢ of the contribution to be paid to the UMWA-BCOA Training and Education Fund ("T&E Fund") to the ROD Trust to pay the expenses of the Formulary Review Program, including the Pharmacy Expert, which reallocation will increase the cents per hour to be contributed into the ROD Trust and correspondingly will decrease the cents per hour to be contributed by the Employers into the T&E Fund, or which will decrease the cents per hour to be contributed into the ROD Trust and correspondingly will increase the cents per hour to be contributed by the

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Employers into the T&E Fund. To effectuate a reallocation, the BCOA shall give notice to the UMWA and to the Trustees (who shall in turn notify all contributing Employers) of the cents per hour to be allocated to each such Trust at least 30 days prior to the date the contributions become due and owing to the respective Trusts.

(b) No reallocation of the contributions to be paid to the Trusts shall be made which will increase the total combined contributions required by Article II to be made by the Employers to those Trusts.

(4) The UMWA-BCOA ROD Trust pays for only those RODs arising under, and expenses incurred by the Formulary Review Program, including the Pharmacy Expert, incurred with respect to plans maintained by Employers who are obligated to contribute (and are in compliance with such obligation) to the ROD Trust as set forth in this Memorandum. In the event that contributions to the ROD Trust are required to be made as a result of a reallocation, the ROD Trust shall not pay for those RODs or Formulary Review Program, including Pharmacy Expert expenses, of an Employer that is not subject to the reallocation unless such Employer makes the contributions required hereunder to the ROD Trust.

(5) The obligation to make payments to the ROD Trust shall begin on July 1, 2011, and the first payments are to be made on the 10th day of August, 2011 and thereafter continuously, as required, on the 10th day of each succeeding calendar month.

(6) It shall be the duty of each of the Employers signatory hereto to keep current said payments due to the Trust and to furnish to the International Union, United Mine Workers of America, and to the Trustees of the Trust, a monthly statement showing, on a mine-by-mine basis, the full amounts due hereunder and the hours worked with respect to which the amounts are payable. Payments to the Trust shall be made by check payable to the "UMWA-BCOA ROD Trust."

(7) Payments shall be delivered or mailed to the office of the UMWA-BCOA ROD Trust as designated by the Trustees of the Trust.

(8) Failure of any Employer signatory hereto to make full and prompt payments to the UMWA-BCOA ROD Trust in the manner and on the dates herein provided shall be deemed a violation of the 2011 NBCWA. This obligation of each Employer signatory hereto, which is several and not joint, to so pay such sums shall be a direct and continuing obligation of said Employer and it shall be deemed a violation of the 2011 NBCWA, if any operation to which the 2011 NBCWA is applicable shall be sold, leased, subleased, assigned or otherwise disposed of for the purpose of avoiding any of the obligations hereunder.

(9) Each Employer agrees to give proper notice to the President of the appropriate local union by the 18th day of each month that the Employer has made the required payment to the Trust for the previous month, as required by this Memorandum, or is delinquent in such payment, such notice to set forth the amount paid to the Trust, or

OHD

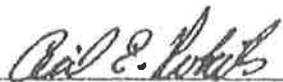
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the amount of delinquency and the hours worked with respect to the mine or mines under the jurisdiction of such local union.

United Mine Workers of America

Bituminous Coal Operators' Association, Inc.



Cecil E. Roberts
President

July 1, 2011



Nicholas J. Deluliis
Chairman, BCOA Negotiating Committee

July 1, 2011

DHD

WT

This is **Exhibit "E"** referred to in the Affidavit of
DALE R. STOVER made before me at
Washington, DC

this 22th day of November, 2016.



A Commissioner for taking
Affidavits within District of Columbia



UMWA HEALTH AND RETIREMENT FUNDS

2121 K Street, NW • Suite 350 • Washington, DC 20007 • Telephone: 202.521.2200

BY EMAIL @ lthornton@walterenergy.com

December 9, 2010

Jim Walters Resources, Inc.
ATTN: Larry Thornton, Assistant Controller
16243 HWY 216
Brookwood, AL 35444

Dear Mr. Thornton:

In response to your request dated December 3, 2010 and in accordance with Section 4221(e) of the Employee Retirement Income Security Act ("ERISA"), we are providing you with an estimate of Jim Walters Resources, Inc.'s withdrawal liability with respect to the United Mine Workers of America ("UMWA") 1974 Pension Plan.

Estimate

If Jim Walters Resources, Inc. withdraws from the 1974 Pension Plan at any time after June 30, 2010 and before July 1, 2011 its **estimated** withdrawal liability would be approximately \$426,020,205.25.

Background

Section 4211(d)(1) of ERISA provides that a plan, or a continuation of a plan, described in Section 404(c) of the Internal Revenue Code of 1954 must determine the amount of unfunded vested benefits allocable to a withdrawn employer in accordance with the "rolling-five" allocation method described in Section 4211(e)(3) of ERISA, unless the plan has adopted another allocation method by a plan amendment. The Internal Revenue Service has ruled that the UMWA 1974 Plan is a plan described in Section 404(c) of the Internal Revenue Code of 1954. On July 20, 1983, the 1974 Plan was amended, in accordance with Section 4211(e)(5) of ERISA, and again amended, on June 27, 2003, in accordance with Section 4211 of ERISA and 29 C.F.R. § 4211.21-24, to adopt a new allocation method. The amendments dated July 20, 1983 and June 27, 2003 apply to any employer that withdraws from the 1974 Plan on or after July 1, 1981 and July 1, 2003, respectively. Furthermore, effective June 30, 2007, the 1974 Pension Plan merged with the UMWA 1950 Pension Plan. Consistent with 29 C.F.R. §§ 4211.31, 4211.32(b), (c), 4211.34 and 4211.36(c)(2), the Plan adopted a withdrawal liability allocation method for the period subsequent to the merger. The merged Plan document applies to any employer that withdraws from the 1974 Plan on or after June 30, 2007.

See Attachment I for the development of the Unfunded Vested Benefits figure for the 1974 Pension Plan as of June 30, 2010.

EST11-74_FINAL_#2575_12-9-10

Jim Walters Resources, Inc.

December 9, 2010

Page 2

Calculation of Estimated Withdrawal Liability
Using the 1974 Pension Plan Amendment

To calculate estimated withdrawal liability using Article X of the 1974 Pension Plan, as amended, for a withdrawal from the 1974 Pension Plan in the plan year ending June 30, 2011, the following calculation is made:

Withdrawal Liability	=	Withdrawn employer's required number of hours worked for the the period 7/1/05-6/30/10, divided by Total required number of hours worked X under the Plan by all Employers for the 5 plan years ending 6/30/10, less 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.	x	Plan total unfunded vested benefits as of 6/30/10, less, the value of all outstanding claims for withdrawal liability which can reasonably be expected to be collected from Employers withdrawing on or before 6/30/10.
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$$\$426,020,205.25 - \frac{12,011,344.53}{114,736,000} \times \$4,069,474,000$$

Please note that the figures set forth above are only an estimate of the potential withdrawal liability of Jim Walters Resources, Inc. Every effort has been made to include all known companies within a common control group; however, this estimate may not include all applicable entities.

Should you have any questions, please call me at (202) 521-2294.

Sincerely,



Dale R. Stover

Director of Finance and General Services

Attachment I

UNFUNDED VESTED BENEFITS
FOR THE 1974 PENSION PLAN
AS OF JUNE 30, 2010

The percentage of unfunded vested benefits is determined using interest assumptions used by the Pension Benefits Guaranty Corporation ("PBGC"). This percentage is then applied to the actuarial interest assumption used to value minimum funding requirements. The unfunded vested benefits as of June 30, 2010 of the merged Plan are as follows.

1. Actuarial present value of vested benefits on PBGC basis - Annuity Rate Interest Assumption (4.63% for 20 years and 4.51% thereafter)	\$8,406,314,000
2. Market value of Plan assets, June 30, 2010	\$4,253,508,000
3. Percentage funded on PBGC basis = (2) / (1)	0.5060%
4. Unfunded vested benefits, June 30, 2010 = (1)-(2)	\$4,152,806,000

This is **Exhibit "F"** referred to in the Affidavit of
DALE R. STOVER made before me at
Washington, DC

this 22th day of November, 2016.



A Commissioner for taking
Affidavits within District of Columbia

Carol R. Gramer, FSA, EA, MAAA
Principal

MERCER



MARSH MERCER KROLL
GUY CARPENTER OLIVER WYMAN

1166 Avenue of the Americas
New York, NY 10036
212 345 7087 Fax 212 345 7414
carol.gramer@mercer.com
www.mercer.com

September 27, 2010

Internal Revenue Service
Employee Plans Compliance Unit
Group 7602 (TEGE:EP:EPCU)
230 S. Dearborn Street
Room 1700-17th Floor
Chicago, IL 60604

Subject: 2010 PPA Zone Certification for the United Mine Workers of America 1974 Pension Plan

To Whom It May Concern:

Please see the enclosed Certification of Status under Internal Revenue Code Section 432 for the plan year beginning July 1, 2010. The certification references the attached excerpts from the July 1, 2009, actuarial valuation report.

Sincerely,

A handwritten signature in blue ink that reads "Carol R. Gramer".

Carol R. Gramer, FSA, EA, MAAA

Copy:

J. Adams, S. Bever, C. Dutrow, F. Kemp, H. Loewy, W. Ruschau, G. Sonies, D. Stover,
L. Wei

Enclosures

The information contained in this document (including any attachments) is not intended by Mercer to be used, and it cannot be used, for the purpose of avoiding penalties under the Internal Revenue Code that may be imposed on the taxpayer.

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September 27, 2010

**United Mine Workers of
America 1974 Pension Plan**
Certification of Status Under Internal
Revenue Code Section 432 for the
Plan Year Beginning July 1, 2010

MERCER



MARSH MERCER KROLL
GUY CARPENTER OLIVER WYMAN

Consulting. Outsourcing. Investments.

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	▪ Summary of Actuarial Assumptions	8



Plan Identification and Certification

Plan Identification

Name of plan: United Mine Workers of America 1974 Pension Plan

Employer identification number: 52-1050282

Three-digit plan number: 002

Plan sponsor's name: Board of Trustees – United Mine Workers of America 1974 Pension Trust

Plan sponsor's address: 2121 K Street, NW, Washington, DC 20037

Plan sponsor's telephone number: (202) 521-2200

For plan year beginning: July 1, 2010

Certification

We certify that the plan is in Seriously Endangered Status for the plan year beginning July 1, 2010. In Mercer's opinion, this report is based on a reasonable interpretation of the Pension Protection Act of 2006 and the Worker, Retiree, and Employer Recovery Act of 2008. This report is based on the sponsor's asset valuation and funding method choices as communicated to us and outlined in this report and the attached excerpts from the July 1, 2009, actuarial valuation report. This report does not reflect the effects of any funding relief that may be available under the Preservation of Access to Care for Medicare Beneficiaries and Pension Relief Act of 2010; funding relief may be adopted at a later date.

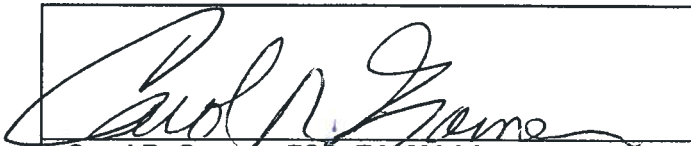
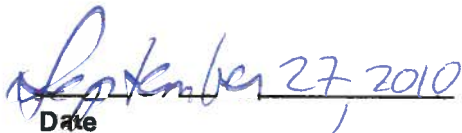

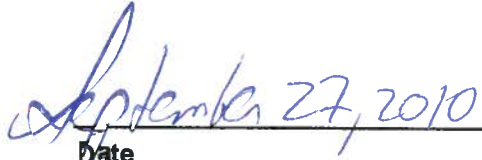

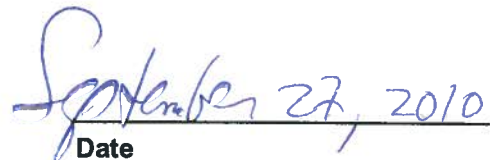
Mercer has prepared this report exclusively for the Board of Trustees of the UMWA 1974 Pension Trust to certify the plan's status under Internal Revenue Code Section 432. This report may not be used or relied upon for any other purpose or by any party other than the Plan Sponsor, the Plan Administrator and the Trustees. Mercer is not responsible for the consequences of any unauthorized use. Most of the values in this report are based on the July 1, 2009, actuarial valuation of the plan. A valuation is a snapshot of a plan's estimated financial condition at a particular point in time; it does not predict a pension plan's future financial condition or its ability to pay benefits in the future.

Over time, a plan's total cost will depend on a number of factors, including the amount of benefits the plan pays, the number of people paid benefits, plan expenses, and the amount earned on any assets invested to pay the benefits. These amounts and other variables are uncertain and unknowable at the valuation date, but are predicted to fall within a reasonable range of possibilities.

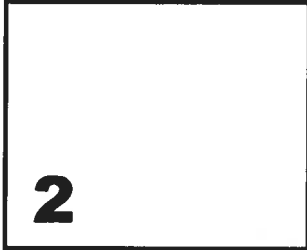
To prepare this report, actuarial assumptions are used to select a single scenario from the range of possibilities. The results of that single scenario are included in this report. However, the future is uncertain and the plan's actual experience will differ from those assumptions; these differences may be significant or material. In addition, different assumptions or scenarios may also be within the reasonable range and results based on those assumptions would be different.

Actuarial assumptions may also be changed from one valuation to the next because of changes in mandated requirements, plan experience, changes in expectations about the future, and other factors. Due to the limited scope of our assignment, we did not perform, nor do we present, an analysis of the potential range of future possibilities and scenarios. Because actual plan experience will differ from the assumptions, decisions about benefit changes, investment policy, funding amounts, benefit security, and/or benefit-related issues should be made only after careful consideration of alternative future financial conditions and scenarios, and not solely on the basis of a valuation report or reports.

We are available to answer any questions on the material contained in this report or to provide explanations or further details as appropriate. The undersigned credentialed actuaries meet the Qualification Standards of the American Academy of Actuaries to render the actuarial opinion contained in this report. We are not aware of any direct or material indirect financial interest or relationship, including investments or other services, that could create a conflict of interest that would impair the objectivity of our work.

 Carol R. Gramer, FSA, EA, MAAA Enrollment Number 08-03555 Signing Actuary	 Date
 Fran Kemp, EA, MAAA Enrollment Number 08-02417	 Date
I have reviewed and found acceptable the actuarial assumptions, methods, and procedures used in preparing this actuarial certification.	
 William Ruschau, FSA, EA, MAAA Enrollment Number 08-03137 Peer Review Actuary	 Date
Mercer 1166 Avenue of the Americas New York, NY 10036-2708 (212) 345-7000	

The information contained in this document (including any attachments) is not intended by Mercer to be used, and it cannot be used, for the purpose of avoiding penalties under the Internal Revenue Code that may be imposed on the taxpayer.



Determination of Status

All amounts shown below are estimated as of July 1, 2010. As described in the "Actuarial Basis" section of this report, much of this information is based on projections from the plan's July 1, 2009, actuarial valuation.

I. Data needed for all plans

a. Market value of assets	\$4,254,628,000
b. Actuarial value of assets	\$5,105,554,000
c. Total unit credit accrued liability	\$6,743,623,000
d. Years to projected funding deficiency (if within 7 years)	7
e. Years to projected funding deficiency not taking into account amortization extensions (if within 5 years)	7

II. Data needed for plans other than plans in Critical Status under § 432(b)(2)(B)

a. Present value of reasonably anticipated contributions for:	
1. Current plan year	\$108,939,000
2. Current and next 4 succeeding plan years	\$445,501,000
3. Current and next 6 succeeding plan years	\$559,761,000
b. Present value of nonforfeitable benefits for inactive participants	\$5,243,841,000
c. Present value of nonforfeitable benefits for active participants	\$1,310,960,000
d. Present value of benefit payments and administrative expenses for the current and next 4 succeeding plan years	\$2,768,337,000
e. Present value of nonforfeitable benefit payments and administrative expenses for the current and next 6 succeeding plan years	\$3,572,887,000
f. Unit credit normal cost	\$32,718,000
g. Interest on unfunded benefit liabilities (interest for one year at funding interest rate on (I.c) minus (I.b))	\$127,769,000

III. Funded Percentage (I.b) ÷ (I.c)	75.7%
IV. Test for Critical Status – answer “yes” or “no” to each question	
a. Short term funding deficiency (§ 432(b)(2)(B))	
1. Is (I.e) 4 or less?	No
2. Is (III) less than 65% and (I.e) 5 or less?	No
If either (1) or (2) is “yes” Plan is in critical status – enter “§ 432(b)(2)(B)” on line (IV.e) and skip remainder of determination section	
b. Six-year projection of benefit payments (§ 432(b)(2)(A))	
1. Is (III) less than 65%?	No
If “No” skip to (IV.c)	
2. Is (I.a) + (II.a.3) less than (II.e)?	N/A
If “No” skip to (IV.c)	
If both (1) and (2) are “yes” Plan is in critical status – enter “§ 432(b)(2)(A)” on line (IV.e) and skip remainder of determination section	
c. Contributions less than normal cost plus interest (§ 432(b)(2)(C))	
1. Is (II.f) plus (II.g) greater than (II.a.1)?	Yes
If “No” skip to (IV.d)	
2. Is (II.b) greater than (II.c)?	Yes
If “No” skip to (IV.d)	
3. Is (I.e) equal to 5 or less?	No
If (1), (2), and (3) are all “yes” Plan is in critical status – enter “§ 432(b)(2)(C)” on line (IV.e) and skip remainder of determination section	
d. Four-year projection of benefit payments (§ 432(b)(2)(D))	
1. Is (I.a) plus (II.a.2) less than (II.d)?	No
If (1) is “yes” Plan is in critical status – enter “§ 432(b)(2)(D)” on line (IV.e) and skip remainder of determination section	
e. If plan is in critical status, enter applicable code section	N/A

- IV. Test for Endangered Status
 - a. Is (III) less than 80%? Yes
 - b. Is (I.d) equal to 7 or less? Yes
 - c. If either (a) or (b) are yes but not both, answer "yes" – plan is in endangered status No
 - d. If both (a) and (b) are yes, answer "yes" – plan is in seriously endangered status Yes
- V. Mark "X" by Plan Status
 - Critical status
 - Seriously endangered status
 - Endangered status
 - None of the above
- VI. Is plan making the scheduled progress in meeting the requirements of its funding improvement plan? N/A



Actuarial Basis

Basis for Section 432 Projections

The following data, assumptions, methods, and procedures were used to roll forward the assets, liabilities, and funding standard account:

- 7.8% annual interest, net of administrative expenses, for 2010 and thereafter.
- Results are based on the July 1, 2009, participant census data and hours worked through June 30, 2010. We received information from Funds' Staff indicating that the active population is expected to decrease by 5% each year after June 30, 2010. Our projections of normal costs and employer contributions reflect this information.
- The \$5.50 per hour contribution rate effective January 1, 2011, is assumed to remain in effect throughout the remainder of the projection period.
- We used preliminary draft unaudited financial statements containing the market value of assets as of June 30, 2010, that were provided to us by Funds' Staff on August 25, 2010.
- Estimated benefit payments for plan years beginning July 1, 2010, and thereafter are projected using July 1, 2009, valuation assumptions.
- Liabilities and benefit payments have been increased 3% in recognition of assumed administrative expenses.
- All benefit increases contained in the National Bituminous Coal Wage Agreement of 2007 have been included. July 1 amendment bases were estimated for 2010 and 2011 to reflect the effects of benefit increases not included in the July 1, 2009, funding valuation. No other changes in plan provisions were anticipated after the last amendment dated July 28, 2009.

Summary of Plan Provisions

The summary of plan provisions used to prepare the July 1, 2009, funding valuation is contained in Section 1.1 of the attached.

Participant Data as of July 1, 2009

The participant data used to prepare the July 1, 2009, funding valuation is described in Section 1.2 of the attached.

Actuarial Cost Method Used for Funding

The actuarial cost method used to prepare the July 1, 2009, funding valuation is the Unit Credit Actuarial Cost Method.

Asset Valuation Method

The Actuarial Value of Assets is equal to a moving average of market values in which investment income is recognized over a five-year period beginning July 1, 2007. (The July 1, 2007, Actuarial Value of Assets was equal to Market Value.) Investment income equal to the expected return on plan assets is recognized immediately. Any difference between the actual investment income (on a market value basis) and the expected return is recognized over a five-year period (20% in the first year, 40% in the second year, and so on, until the full 100% is recognized in the fifth year). In addition, the Actuarial Value of Assets must be no greater than 120% and no less than 80% of the market value of assets.

Summary of Actuarial Assumptions

The summary of actuarial assumptions used to prepare the July 1, 2009, funding valuation is contained in Section 1.3 of the attached.

MERCER



MARSH MERCER KROLL
GUY CARPENTER OLIVER WYMAN

Mercer (US) Inc.
1166 Avenue of the Americas
New York, NY 10036-2708
(212) 345-7000

SECTION 1.1**Summary of Plan Provisions****1974 Pension Plan Prior to June 30, 2007 Merger with 1950 Pension Plan
(Based on National Bituminous Coal Wage Agreement of 2007)**

Class of Employee Covered: All eligible persons retiring on or after December 31, 1975, or becoming totally disabled due to a mine accident on or after December 6, 1974.

Effective Date: December 6, 1974.

Date of Last Amendment: July 28, 2009.

Normal Retirement:

Eligibility: The earlier of (a) or (b):

- a) Age 62 with 10 years of signatory service or 20 years of credited service, including the required amount of signatory service. Signatory service is defined as time during which a participant worked as an employee in a classified job for an employer signatory to the bituminous coal wage agreement then in effect. The plan limits the amount of non-signatory service which may be recognized by the benefit formula.

<u>Date of Retirement</u>	<u>Years of Signatory Service Required</u>	<u>Maximum Number of Years of Non-Signatory Service Includable in Credited Service</u>
Before 1/1/1977	5	15
1/1/1977 to 12/31/1977	6	14
1/1/1978 to 12/31/1978	7	13
1/1/1979 to 12/31/1979	8	12
1/1/1980 to 12/31/1980	9	11
1/1/1981 and after	10	10

- b) Age 65 with 5 years of signatory service, subject to the plan's break-in-service rules.

SECTION 1.1

Summary of Plan Provisions (continued)

<u>Benefit:</u>	<u>Monthly Benefit for Each Year of Service</u>				
	<u>From 1/1/1976 to 12/31/1976</u>	<u>Retirements or Terminations Prior to 10/1/1984</u> <u>From 1/1/1977 to 3/26/1978</u>	<u>From 3/27/1978 to 6/6/1981</u>	<u>From 6/7/1981 to 6/6/1983</u>	<u>From 6/7/1983 to 9/30/1984</u>
Credited Non-Signatory Service:	\$ 7.50	\$ 7.50	\$ 7.50	\$ 7.50	\$ 7.50
Credited Signatory Service:					
1st 10 Years	12.00	12.50	13.50	14.50	15.50
2nd 10 Years	12.50	13.00	14.00	15.00	16.00
3rd 10 Years	13.00	13.50	14.50	15.50	16.50
In Excess of 30 Years	13.50	14.00	15.00	16.00	17.00
		<u>Retirements or Terminations From 10/1/1984 Through 1/31/1988</u>			
			<u>From 10/1/1984 to 9/30/1987</u>	<u>From 10/1/1987 to 1/31/1988</u>	
Credited Non-Signatory Service:			\$ 7.50	\$ 7.50	
Credited Signatory Service:					
1st 10 Years			16.50	17.00	
2nd 10 Years			17.00	17.50	
3rd 10 Years			17.50	18.00	
In Excess of 30 Years			18.00	18.50	

SECTION 1.1

Summary of Plan Provisions (continued)

Retirements or Terminations On or After 2/1/1988

The sum of (a) plus (b) plus (c) plus (d) plus (e).

	From 12/16/1993 to 12/31/1997	From 12/15/1993	From 2/1/1991	From 2/1/1988	From 1/31/1991	From 1/1/1998	From 1/1/2000	From 1/1/2002	From 1/1/2004	From 1/1/2006	From 1/1/2007	From 1/1/2009	On or After 1/1/2011
	On or Before 8/16/1996	On or Before 8/16/1996	On or Before 8/16/1996	On or Before 8/16/1996	On or Before 8/16/1996	On or Before 8/16/1996	On or Before 8/16/1996	On or Before 8/16/1996	On or Before 8/16/1996	On or Before 8/16/1996	On or Before 8/16/1996	On or Before 8/16/1996	On or After 1/1/2011
	From 12/15/1993 to 2/1/1991	From 2/1/1991 to 12/15/1993	From 12/15/1993 to 2/1/1991	From 2/1/1991 to 12/15/1993	From 12/15/1993 to 2/1/1991	From 1/1/1998 to 12/31/1999	From 1/1/2000 to 12/31/2001	From 1/1/2002 to 12/31/2003	From 1/1/2004 to 12/31/2005	From 1/1/2006 to 12/31/2006	From 1/1/2007 to 12/31/2008	From 1/1/2009 to 12/31/2010	On or After 1/1/2011
(a) Credited Non-Signatory Service:	\$ 7.50	\$ 10.00	\$ 10.00	\$ 10.00	\$ 12.00	\$ 14.00	\$ 18.00	\$ 20.00	\$ 24.00	\$ 28.00	\$ 32.00	\$ 34.00	
(b) Credited Signatory Service Earned Prior to 2/1/1989:													
1st 10 Years	20.00	22.50	26.50	28.50	32.50	34.50	38.50	40.50	44.50	48.50	52.50	54.50	
2nd 10 Years	20.50	23.00	27.00	29.00	33.00	35.00	39.00	41.00	45.00	49.00	53.00	55.00	
3rd 10 Years	21.00	23.50	27.50	29.50	33.50	35.50	39.50	41.50	45.50	49.50	53.50	55.50	
In Excess of 30 Years	21.50	24.00	28.00	30.00	34.00	36.00	40.00	42.00	46.00	50.00	54.00	56.00	
(c) Credited Signatory Service Earned From 2/1/1989 Through 1/31/1990:	27.50	30.00	34.00	36.00	40.00	42.00	46.00	48.00	52.00	56.00	60.00	62.00	
(d) Credited Signatory Service Earned From 2/1/1990 Through 12/15/1993:	32.00	34.50	38.50	40.50	44.50	46.50	50.50	52.50	56.50	60.50	64.50	66.50	
(e) Credited Signatory Service Earned On or After 12/16/1993:	N/A	N/A	41.50	43.50	47.50	49.50	53.50	55.50	59.50	63.50	67.50	69.50	

SECTION 1.1**Summary of Plan Provisions (continued)**

Form of Payment: Unmarried participants: Benefit payments are made during the participant's lifetime (life annuity).

Married participants: Unreduced benefits are paid during the lifetime of the participant with 75% of the unreduced benefit continued to an eligible spouse after the participant's death (postretirement surviving spouse benefit).

Early Retirement:

Eligibility: Age 55 with 10 years of signatory service or 20 years of credited service, including the required amount of signatory service.

Benefit: Benefit as defined for Normal Retirement if pension commences at age 62. If benefit commences before age 62, the benefit is equal to the Normal Retirement benefit reduced $\frac{1}{4}\%$ for each month that retirement precedes age 62.

Form of Payment: Same as Normal Retirement.

Disability Retirement:

Eligibility: Disability is due to a mine accident on or after December 6, 1974 while in a classified signatory job and the participant is eligible for social security disability benefits as a result of such accident, and:

- 1) Normal disability benefit: at least 10 years of signatory service prior to retirement.
- 2) Minimum disability benefit: less than 10 years of signatory service prior to retirement.

Benefit:

Normal: The benefit calculated in accordance with the Normal Retirement Benefit schedule in effect at retirement.

<u>Minimum:</u>	<u>Retirement Date</u>	<u>Benefit Amount</u>
	Prior to 3/27/1978	\$125.00
	3/27/1978 to 6/6/1981	135.00
	6/7/1981 to 6/6/1983	145.00
	6/7/1983 to 9/30/1984	155.00
	10/1/1984 to 9/30/1987	165.00
	10/1/1987 to 1/31/1988	170.00
	2/1/1988 to 1/31/1990	190.00
	2/1/1990 to 12/31/1997	200.00
	1/1/1998 to 12/31/2001	215.00
	1/1/2002 to 12/31/2006	230.00
	1/1/2007 to 12/31/2008	245.00
	On or After 1/1/2009	250.00

SECTION 1.1**Summary of Plan Provisions (continued)**

Form of Payment: Same as Normal Retirement.

Deferred Vested Retirement – Regular:

Eligibility: Termination of employment after completion of 5 (10, for participants who do not have an hour of signatory service on or after July 1, 1999) years of signatory service or 20 years of credited service (as defined under Normal Retirement eligibility) before age 55.

Benefit: Benefit calculated in accordance with the Normal Retirement Benefit schedule in effect on the last day of credited service (actuarially reduced for Early Retirement). With 20 years of credited service, there is a minimum monthly benefit of \$195 (\$200, effective January 1, 2009).

Form of Payment: Unmarried participants: Benefit payments are made during the participant's lifetime (life annuity).

Married participants with at least 20 years of credited service: unreduced postretirement surviving spouse benefit.

Married participants with less than 20 years of credited service: 50% joint and survivor benefit which is actuarially equivalent to a life annuity, if elected.

Deferred Vested Retirement – Special:

Eligibility: Cessation of work on or after June 7, 1981, between ages 50 and 55, after 20 years of signatory service and either (1) laid off and not refused recall, or (2) terminated under Article III, Section (j) of the Wage Agreement (or physically unable to perform regular work) and not employed in coal industry thereafter.

Benefit: Benefit calculated in accordance with the Normal Retirement Benefit schedule in effect on the last day of credited service (if paid after age 55 and before age 62: benefit reduced by ¼% for each month payment commencement precedes age 62).

Form of Payment: Same as Deferred Vested Retirement – Regular.

Note: This benefit was deleted as of January 1, 2007, for participants who retire under the 2007 Agreement, because the benefit had become redundant.

Deferred Vested Retirement – Enhanced 1996:

Eligibility: Cessation of work on or after December 16, 1993, before age 55, after 20 years of signatory service, either (1) laid off and not refused recall, or (2) terminated under Article III, Section (j) of the Wage Agreement (or physically unable to perform regular work) and not employed in coal industry thereafter, and the participant's pension benefits are not in pay status on or before August 16, 1996.

SECTION 1.1**Summary of Plan Provisions (continued)**

Benefit: Same as Deferred Vested Retirement – Special.

Form of Payment: Same as Deferred Vested Retirement—Regular

Deferred Vested Retirement – Special Permanent Layoff Pension:

Eligibility: Last day of credited service on or after January 1, 1998, before age 55, after 20 years of signatory service and either (1) permanently laid off due to a mine closing, or (2) permanently laid off (i.e., on layoff status at least 180 days and not refused recall).

Benefit: Benefit calculated in accordance with the Normal Retirement Benefit schedule in effect on the last day of credited service, determined as if the participant were age 55 (for purposes of applying a reduction for Early Retirement).

Form of Payment: Same as Deferred Vested Retirement – Regular.

Special 30-and-Out Layoff Pension:

Eligibility: Last day of credited service on or after January 1, 2002, after 30 years of signatory service, and laid off and not refused recall. If not actively at work as of December 31, 2001 (because of a layoff), either (1) earned at least 250 hours of credited signatory service following return to work, or (2) returned to active employment as the result of a bona fide job opening.

Benefit: Benefit calculated in accordance with the Normal Retirement Benefit schedule in effect on the last day of credited service, without actuarial reduction on account of age.

Form of Payment: Same as Deferred Vested Retirement – Regular.

Note: This benefit was deleted as of January 1, 2007, for participants who retire under the 2007 Agreement, because the benefit had become redundant.

30-and-Out Pension:

Eligibility: Last day of credited service on or after January 1, 2003, after 30 years of signatory service. If not actively at work as of December 31, 2001 (because of layoff), either (1) earned at least 250 hours of credited signatory service following return to work, or (2) returned to active employment as the result of a bona fide job opening.

Benefit: Same as Special 30-and-Out Layoff Pension.

Form of Payment: Same as Deferred Vested Retirement – Regular.

SECTION 1.1

Summary of Plan Provisions (continued)

Pension Increases:

- a) Pension increases for participants who retired prior to 2/1/1988, other than those with: a) Minimum Disability Retirement Pensions or, for increases prior to 2/1/1988, b) Deferred Vested Retirement pensions.

<u>Effective Date of Increase</u>	<u>Increase Applicable to Retirements Prior to</u>	<u>Amount of Monthly Pension Increase</u>
1/1/1977	12/31/1976	\$ 10.00
4/1/1978	3/27/1978	10.00
4/1/1979	3/27/1978	10.00
4/1/1980	3/27/1978	5.00
7/1/1981	6/7/1981	10.00
7/1/1982	6/7/1981	10.00
7/1/1983	6/7/1981	5.00
10/1/1984	10/1/1984	10.00
10/1/1987	10/1/1984	10.00
2/1/1988	2/1/1988	20.00
2/1/1990	2/1/1988	10.00

- b) Minimum Disability Retirement pensions for participants who retired prior to 2/1/1988, as follows:

<u>Effective Date of Increase</u>	<u>Increase Applicable to Retirements Prior to</u>	<u>Amount of Monthly Pension Increase</u>
4/1/1978	3/27/1978	\$ 5.00
4/1/1979	3/27/1978	5.00
4/1/1980	3/27/1978	2.50
7/1/1981	6/7/1981	5.00
7/1/1982	6/7/1981	5.00
7/1/1983	6/7/1981	2.50

<u>Effective Date of Increase</u>	<u>Increase Applicable to Retirements Prior to</u>	<u>Amount of Monthly Pension</u>
10/1/1984	10/1/1984	\$160.00
10/1/1987	10/1/1984	170.00*
2/1/1988	2/1/1988	190.00
2/1/1990	2/1/1988	200.00
1/1/1998	1/1/1998	215.00
1/1/2002	1/1/2002	230.00

* \$165 if approved after October 1, 1984.

SECTION 1.1**Summary of Plan Provisions (continued)**

- c) Minimum pensions for surviving spouses of pensioners (other than deferred vested pensioners not eligible for the Deferred Vested Retirement--Special benefit for increases prior to February 1, 1988) who died prior to February 1, 1988:

<u>Effective Date of Increase</u>	<u>Increase Applicable to Retirements Prior to</u>	<u>Amount of Monthly Pension Increase</u>
10/1/1984	10/1/1984	\$ 5.00
10/1/1987	10/1/1984	5.00

<u>Effective Date of Increase</u>	<u>Increase Applicable to Retirements Prior to</u>	<u>Amount of Monthly Pension Increase</u>
2/1/1988	2/1/1988	(1/31/1988 amount + \$10) x 1.5
2/1/1990	2/1/1988	(1/31/1988 amount + \$15) x 1.5

- d) Pensions of participants eligible for a Deferred Vested Retirement--Regular pension who ceased work prior to June 7, 1981 and satisfy the criteria for a Deferred Vested Retirement--Special pension are recomputed (prospectively only) using the ¼% reduction and the Normal Retirement benefit schedule in effect on the last day of credited service. Pensions of such participants are increased by any increases applicable to Early Retirement pensioners which occurred after the date of retirement and application for pension.
- e) A monthly benefit increase of \$15 is provided to all pensioners and surviving spouses in pay status, and to all terminated vested participants (not yet in pay status), on January 1, 1998.
- f) A monthly benefit increase of \$15 is provided to all pensioners and surviving spouses in pay status, and to all terminated vested participants (not yet in pay status), on January 1, 2002.
- g) A monthly benefit increase of \$15 is provided to all pensioners and surviving spouses in pay status, and to all terminated vested participants (not yet in pay status), on January 1, 2007.
- h) A monthly benefit increase of \$5 is provided to all pensioners and surviving spouses in pay status, and to all terminated vested participants (not yet in pay status), on January 1, 2009.

Preretirement Surviving Spouse Benefit:

<u>Eligibility:</u>	Eligible for an immediate pension at time of death, except Deferred Vested participants with less than 20 years of Credited Service.
<u>Benefit:</u>	75% of the pension that the participant would have received had he elected a pension on the day preceding his death.
<u>Form of Payment:</u>	Life annuity to eligible spouse.

SECTION 1.1**Summary of Plan Provisions (continued)**Preretirement Joint and Survivor Annuities:

- Eligibility: Not eligible for a Preretirement Surviving Spouse Benefit and either qualifies for a pension or has 5 (10, for participants who do not have an hour of signatory service on or after July 1, 1999) years of signatory service.
- Benefit: A percentage of the pension that the participant would have received had he separated from service on the day of his actual death, and survived to retire at age 55 (or current age at death, if later) and died on the next day. The percentage is 50% for participants who qualify for a pension and 75% for other participants who are under age 55.
- Form of Payment: Life annuity to eligible spouse, first payable at the later of date of death or the month the participant would have attained age 55.

Special Surviving Spouse Benefit:

- Eligibility: January 1, 1998 surviving spouses who 1) were married to a miner who died as a result of a mine accident during the term of the 1978 or 1981 Wage Agreement (with 10 years of credited service) and who was not in Construction Industry Service at time of death, 2) never remarried, and 3) never received a monthly surviving spouse benefit.
- Benefit: Lump sum of \$10,000 on February 1, 1998 plus monthly benefit of \$100 beginning February 1, 1998 and continuing until remarriage or death.

Lump Sum Death Benefit:

- Eligibility: Regular and disabled pensioners (other than those receiving a deferred vested pension based on less than 20 years of credited service) whose death occurs on or after February 1, 1991, and whose last service was with an employer signatory to an agreement providing for such benefits. Effective February 1, 1993, pensioners who are eligible beneficiaries of the UMWA Combined Benefit Fund are not eligible for lump sum death benefits from this plan.
- Benefit: For deaths on or after January 1, 2007: lump sum equal to \$8,500 for the named beneficiary who is the surviving spouse or an eligible dependent, and \$7,000 for any other named beneficiary. For deaths during 2002-2006, the amounts are \$7,000 and \$6,000, respectively.

One-time Single Sum Payments:

- Eligibility: Regular and disabled pensioners and surviving spouses whose pension is in pay status on the day before the payment date.

SECTION 1.1**Summary of Plan Provisions (continued)**

Benefit: One-time single sum payments of \$565 for regular pensioners and \$440 for disabled pensioners and surviving spouses, payable on November 1 of 2007, 2008, and 2009.

One-time single sum payments of \$580 for regular pensioners and \$455 for disabled pensioners and surviving spouses, payable on November 1 of 2010 and 2011.

Social Security Supplement:

Eligibility: Pensioners and surviving spouses whose last signatory employer is obligated to current Agreement benefits and who also meet the following requirements:

- pensioners and surviving spouses who are not eligible for unreduced Social Security benefits,
- entitled to Employer-provided benefits under the Employer Plan and subject to such plan's annual deductible, and
- ineligible for Medicare disability benefits.

Deferred vested pensioners with less than 20 years of service are not eligible for the supplement.

Benefit: Lump sum social security supplement of \$1,000 payable on each January 1 of years 1994-2006 (or a pro-rata portion based on length of eligibility within the calendar year).

SECTION 1.1

Summary of Plan Provisions (continued)
1950 Pension Plan Prior to June 30, 2007 Merger with 1974 Pension Plan
(Based on National Bituminous Coal Wage Agreement of 2007)

Class of Employee Covered: Persons who terminated classified signatory employments prior to December 31, 1975 and are eligible for a pension upon attaining age 55 (not eligible for pension benefits under the pre-merger UMWA 1974 Pension Plan).

Effective Date: December 6, 1974.

Date of Last Amendment: June 30, 2007.

Normal Retirement:

Eligibility: Ceases work, attains age 55 and completes service under (a) or (b):

- (a) 20 years credited service including service with an employer signatory to the bituminous coal wage agreement:

<u>Date Attains Age 55</u>	<u>Years of Signatory Service Required</u>
Before 1/1/1977	5 years
1/1/1977 to 12/31/1977	6 years
1/1/1978 to 12/31/1978	7 years
1/1/1979 to 12/31/1979	8 years
1/1/1980 to 12/31/1980	9 years
1/1/1981 and After	10 years

- (b) 10 years signatory service including at least 3 years after 12/31/1970.

Credited Service: Service in a classified job in the bituminous coal industry may be credited for work prior to April 1971, but this is non-signatory service unless the employee is in a classified job for an employer signatory to the wage agreement then in effect.

Benefit: (a) For pensioners with at least 20 years of credited service:

<u>Period Beginning</u>	<u>Monthly Benefit</u>	
	<u>Without Black Lung Benefits</u>	<u>With Black Lung Benefits</u>
1/1/1975	\$200	\$200
1/1/1976	225	215
1/1/1977	250	225
4/1/1978	275	275
7/1/1981	290	290
7/1/1982	305	305
7/1/1983	315	315
10/1/1984	325	325
10/1/1987	335	335
2/1/1988	365	365
2/1/1990	375	375
1/1/1998	390	390
1/1/2002	405	405
1/1/2007	420	420
1/1/2009	425	425

SECTION 1.1

Summary of Plan Provisions (continued)

(b) For pensioners with less than 20 years of credited service:

Period Beginning	Monthly Benefit Amount to be Multiplied by the Ratio of Years of Credited Signatory Service to 20 Years	
	Without Black Lung Benefits	With Black Lung Benefits
1/1/1975	\$200	\$200
1/1/1976	225	215
1/1/1977	250	225
7/1/1981	250	250

The amounts determined in (b) above shall be increased according to the following schedule:

Effective Date of Increase	Amount of Monthly Pension Increase
2/1/1988	\$30
2/1/1990	10
1/1/1998	15
1/1/2002	15
1/1/2007	15
1/1/2009	5

Form of Payment: Life annuity.

Disability Retirement:

Eligibility: Disabled as the result of a mine accident which occurred after 5/29/1946 while in a classified job and eligible for Social Security disability benefits as a result of such accident.

Benefit:

Period Beginning	Monthly Benefit
1/1/1975	\$125.00
4/1/1978	130.00
4/1/1979	135.00
4/1/1980	137.50
7/1/1981	147.50
7/1/1982	152.50
7/1/1983	157.50
10/1/1984	167.50
10/1/1987	177.50
2/1/1988	207.50
2/1/1990	217.50
1/1/1998	232.50
1/1/2002	247.50
1/1/2007	262.50
1/1/2009	267.50

SECTION 1.1**Summary of Plan Provisions (continued)**

Form of Payment: Life annuity, converted to a retirement pension if service eligible at age 55.

Termination with Vested Rights:

Eligibility: Termination of employment after completion of 10 years of signatory service, at least 3 years of which are signatory service after 12/31/1970.

Benefit: (a) For pensioners with at least 20 years of credited service:

Period Beginning	Monthly Benefit	
	Without Black Lung Benefits	With Black Lung Benefits
1/1/1975	\$200	\$200
1/1/1976	225	215
1/1/1977	250	225
4/1/1978	275	275
7/1/1981	290	290
7/1/1982	305	305
7/1/1983	315	315
10/1/1984	325	325
10/1/1987	335	335
2/1/1988	365	365
2/1/1990	375	375
1/1/1998	390	390
1/1/2002	405	405
1/1/2007	420	420
1/1/2009	425	425

(b) For pensioners with less than 20 years of credited service: the amounts shown below multiplied by the ratio of years of credited signatory service (to the nearest ¼ year) to 20 years.

Period Beginning	Monthly Benefit	
	Without Black Lung Benefits	With Black Lung Benefits
1/1/1975	\$200	\$200
1/1/1976	225	215
1/1/1977	250	225
7/1/1981	250	250

The amounts determined in (b) above shall be increased according to the following schedule:

Effective Date of Increase	Amount of Monthly Pension Increase
2/1/1988	\$30
2/1/1990	10
1/1/1998	15
1/1/2002	15
1/1/2007	15
1/1/2009	5

SECTION 1.1**Summary of Plan Provisions (continued)**

Form of Payment: Life annuity.

Widow's Benefit:

Eligibility: Widows of pensioners receiving benefits under this plan at time of death, who were married to such pensioner throughout nine-month period ending on date of pensioner's death (unless such nine-month period would be waived for purposes of determining entitlement to widows' insurance benefits under the Social Security Act).

Benefit:

<u>Period Beginning</u>	<u>Monthly Benefit</u>
3/1/1982	\$ 95
10/1/1984	100
10/1/1987	105
2/1/1988	120
2/1/1990	125
1/1/1998	140
1/1/2002	155
1/1/2007	170
1/1/2009	175

Form of Payment: Life annuity, except payment ceases upon remarriage.

Note: In limited circumstances, surviving spouses may be entitled to other survivor benefits in lieu of the above.

Lump Sum Death Benefit:

Eligibility: Regular and disabled pensioners whose death occurs on or after February 1, 1991. Effective February 1, 1993, lump sum death benefits are not payable from the 1950 Pension Plan for pensioners who are eligible beneficiaries of the UMWA Combined Benefit Fund. Regular pensioners with less than 20 years of credited service who used non-classified service for vesting purposes are not eligible for lump sum death benefits.

Benefit: For deaths on or after January 1, 2007: lump sum equal to \$8,500 for regular and disabled pensioners with widow or dependents, and \$7,000 for other regular and disabled pensioners. For deaths during 2002-2006, the amounts are \$7,000 and \$6,000, respectively.

One-Time Single Sum Payments:

Eligibility: Regular and disabled pensioners and widows whose pension is in pay status on the day before the payment date.

Benefit: On November 1 of 2007, 2008, and 2009: one-time single sum payments of \$565 for regular pensioners with at least 20 years of credited service, \$440 for regular pensioners with less than 20 years of credited service and disabled pensioners and widows.

On November 1 of 2010 and 2011: one-time single sum payments of \$580 for regular pensioners with at least 20 years of credited service, \$455 for regular pensioners with less than 20 years of credited service and disabled pensioners and widows.

Plan Participants

Exhibit A--Reconciliation of Data

The data used in this valuation were supplied by the United Mine Workers of America Health and Retirement Funds Staff ("Staff") as of July 1, 2009. The changes in participant data since last year's valuation were as follows:

	ACTIVES		TERMINATED ⁴		PENSIONERS			Total
	Miners & Truckers	Non-Retired Disabled	Retired and Disabled	Surviving Spouses				
1) Number of participants, 7/1/2008 as reported by Staff for 7/1/2008 valuation	10,553	43	64,352	35,116			224,984	
2) New entrants	+1,305	0	0	0			+1,305	
3) Rehires	+294	-285	-9	0			0	
4) Terminations (vested and nonvested)	-753	+753	0	0			0	
5) Retired	-667	-1,591	+2,258	0			0	
6) Deaths	-30	-216	-2,661	-1,323			-4,230	
7) Additional changes to data base file between 7/1/2008 and 7/1/2009 per Staff	-1	+43	+11	+224			+277	
8) Number of participants, 7/1/2009 as reported by Staff for 7/1/2009 valuation	10,701	43	63,951	34,017			222,336 ⁵	

⁴ Based upon entry age and service assumptions, described in Section 1.3, it was assumed that 16,734 terminated miners and truckers, and 5 non-retired disabled have vested rights in the merged plan. All non-retired terminated participants over age 65 are assumed to be either dead or ineligible to collect a pension and have thus been excluded from the count of participants with vested rights. Those assumed to be nonvested were excluded from plan costs and liabilities. Terminated counts shown do not include the 0.6% load for unreported prior 1950 Pension Plan vested terminated participants.

⁵ In addition, there are 1,926 spouses of prior 1950 Pension Plan pensioners who are not currently eligible for benefits, but can become eligible when the pensioner dies.

SECTION 1.2

Plan Participants

Exhibit B--Age Distribution

The age distributions of the active, vested terminated (including non-retired disabled) participants used in the valuation are shown below. Adjustments to the data submitted by the Staff for the assumed dates of birth and a 0.6% increase applied to reported vested terminated participants to account for unreported participants are reflected in the distributions.

Age	Number of Participants	
	Active Employees	Vested Terminated (Including Non-Retired Disabled) Participants
24 and under	353	0
25-29	755	3
30-34	948	24
35-39	841	80
40-44	626	164
45-49	803	885
50-54	2,698	5,893
55-59	2,709	3,997
60-64	907	4,722
65 and over	<u>61</u>	<u>1,071</u>
Total	10,701 ⁶	16,839

The average age and service for active employees are 47.5 and 17.2, respectively.

The average monthly benefit for vested terminated participants is \$432.

⁶ Of this number, 7,393 were assumed to have vested rights.

SECTION 1.2

Plan Participants (continued)**Distribution of Retirees and Surviving Spouses**

Age	Number of Participants		
	Regular Retirees	Disabled Retirees	Surviving Spouses
54 and under	1,355	1,390	815
55-59	8,468	2,261	1,292
60-64	11,920	2,418	2,241
65-69	10,046	1,894	2,772
70-74	7,383	1,219	3,599
75-79	5,213	579	5,045
80-84	4,911	261	6,566
85 and over	<u>4,553</u>	<u>80</u>	<u>11,687</u>
Total	53,849	10,102	34,017

The average monthly benefit for regular retirees is \$590.

The average monthly benefit for disabled retirees is \$533.

The average monthly benefit for surviving spouses is \$304.

SECTION 1.3

Actuarial Basis (continued)**Actuarial Assumptions**

The actuarial assumptions underlying the costs are shown below:

1. Assumptions Concerning Future Events

Funding Interest Rate:	8% ⁷ .
Administrative Expenses:	0.2% ⁷ of assets for investment expenses plus 3% of benefit payments for other administrative expenses.
Turnover:	125% of the Vaughn Table (ultimate rates) plus 4%.

Illustrative rates are:

<u>Age</u>	<u>Rates</u>
20	27.3%
30	16.6
40	12.1
50	9.6
55	0.0

Participants terminating before age 55 with at least 20 years of signatory service are assumed to be permanently laid off.

Retirement Age: Rates varying by age as follows:

<u>Age</u>	<u>Active Participants*</u>	<u>Vested Terminations</u>
55	14%	20%
56	14	10
57	18	5
58	20	5
59	20	5
60	22	5
61	30	5
62	65	100
63	55	100
64	45	100
65	65	100
66	50	100
67	50	100
68	50	100
69	50	100
70	100	100

* In order to value the "30-and-Out Pension," active participant retirement rates for ages 55 through 61 are adjusted to assume that an additional 20% of participants first attaining 30 years of service will elect to retire early.

⁷ For purposes of the valuation, the 8% interest assumption is reduced by the 0.2% of assets administrative expense assumption, producing a 7.8% interest assumption net of administrative expenses.

SECTION 1.3**Actuarial Basis (continued)**

Preretirement Mortality: RP-2000 Mortality Table for Male Employees, assumed to improve by .75% per year for 15 years (beginning July 1, 2008) at each age between 55 and 99, for funding.

Postretirement Mortality: RP-2000 Mortality Table for Blue Collar Healthy Male Annuitants with ages set forward one year and assumed to improve by .75% per year for 15 years (beginning July 1, 2008) at each age between 55 and 99.

Illustrative rates (before assumed improvements per 1,000 are:

<u>Age</u>	<u>Rates</u>
55	7.67
60	11.52
65	18.23
70	29.34
80	78.16
90	196.37

Spouse and Widow Mortality: Unisex Pension 1984 Mortality Table with ages set back two years, assumed to improve by .75% per year for 15 years (beginning July 1, 2008) at each age between 55 and 99.

Disability: Incidence is 1.5% per year for ages 20 through 64. Mortality of disabled lives in accordance with the Unisex Pension 1984 Mortality Table set forward two years, assumed to improve by .75% per year for 15 years (beginning July 1, 2008) at each age between 55 and 99.

Future Service: Active participants will earn credited signatory service in the plan as shown in the following chart:

<u>Participant Category</u>	<u>Annual Future Service</u>
Active participants who earned a full year of service every calendar year since entry, during the period starting in 1997	1.00 year
Continuing actives with partial service year credit in prior calendar year	0.75 year
All other active participants	0.75 year

Rehire: Retired, non-retired disabled, and terminated participants are assumed to be permanently terminated or retired (i.e., will not be rehired).

SECTION 1.3**Actuarial Basis (continued)**

Surviving Spouses: 80% of eligible participants are married and wives are four years younger than their husbands, except that data is reported for spouses of prior 1950 Pension Plan pensioners. These spouses are not currently eligible for benefits, but can become eligible when the pensioner dies. It is assumed that surviving spouses will not remarry.

2. Assumptions Made With Respect to Employee Data

- Entry Age:
- I) Participants With Credible Past Service Data
Actual entry age. Category includes participants whose first service credit occurred in 1979 or later at age 45 or younger.
 - II) Participants Without Complete Past Service Data
Assumed to enter at age 24 or present age, if younger.
- Past Service:
- I) Participants With Credible Past Service Data
Actual service earned to end of calendar year preceding valuation date plus $\frac{1}{2}$ of the assumed future service for the six-month period ending on the valuation date.
 - II) Participants Without Complete Past Service Data
The sum of (a) plus (b) plus (c).
 - (a) $\frac{1}{2}$ of the assumed future service for the six-month period ending on the valuation date.
 - (b) actual signatory service credits for calendar years 1977 and later.
 - (c) for periods of assumed service prior to 1977, according to the following chart:

<u>Participant Category</u>	<u>Pre-1977 Annual Past Service</u>
Active participants who earned a full year of service every calendar year since entry, during the period starting in 1977	1.00 year
All other active and terminated participants	0.85 year

Sex: All participants, other than surviving spouses, are assumed to be males. It is assumed that females constitute a very small percentage of the participant population and the use of male mortality rates for all participants (other than surviving spouses) would not have a material impact on the valuation results.

SECTION 1.3**Actuarial Basis (continued)**

Form of Payment:	Future pensioners not eligible for a postretirement surviving spouse benefit are assumed to receive a life annuity or an actuarially equivalent 75% joint and survivor annuity. Current pensioners are assumed to be eligible for a postretirement surviving spouse benefit based on data provided by status code.
Attained Age:	All non-retired participants are at least 18 years old and no active participants have exceeded their 80th birthday. Data submitted outside this range are assumed to be miscoded and are adjusted to the appropriate age limit. (Adjustments were made for 3 active participants.) All terminated participants over age 65 are assumed to be either dead or ineligible to receive a pension and are excluded from the valuation. (22,321 such participants were excluded.)
Active Participant:	All non-retired participants with a full or partial service credit in the preceding calendar year are assumed to be active participants on the valuation date.
Date of Birth:	Participants with no known date of birth are assumed to have the same average age as the other participants in the same status category. (This assumption was applied to 27 active and 4,091 terminated participants.)
Participant Data Not On Valuation Data Base:	It was assumed that the reported vested terminated population should be increased by 0.6% to reflect missing data. Missing participants are assumed to have the same census characteristics as the reported participants. The valuation data was adjusted to correct for the assumed missing information.

This is **Exhibit "G"** referred to in the Affidavit of
DALE R. STOVER made before me at
Washington, DC
this 22th day of November, 2016.



A Commissioner for taking
Affidavits within District of Columbia



September 28, 2015

Board of Trustees
United Mine Workers of America 1974 Pension Plan
Washington, DC

Re: 2015 Actuarial Certification Under the Pension Protection Act

Dear Trustees:

The following information is intended to comply with the annual certification requirements of IRC section 432, with respect to the funded status of the United Mine Workers of America 1974 Pension Plan.

Identifying Information

Plan Name: United Mine Workers of America 1974 Pension Plan
 EIN/Plan #: 52-1050282/002
 Plan year of Certification: year beginning July 1, 2015
 Plan Sponsor: Settlers – United Mine Workers of America 1974 Pension Trust
 Sponsor Address: 2121 K Street N.W., Suite 350, Washington, DC 20037-1879
 Sponsor Telephone: (202) 521-2200
 Enrolled Actuary Name: William J. Ruschau
 Enrollment Number: 14-03137
 Actuary Address: 11590 N. Meridian St., Suite 610, Carmel, IN 46032
 Actuary Telephone: (614) 264-4762

Certification of Plan Status

I certify that the above-named Plan is in the following status(es) as of July 1, 2015 (all that apply are checked):

Safe--Neither Endangered nor Critical Status	_____
Safe Due to Special Rule	_____
Endangered Status	_____
Seriously Endangered Status	_____
Projected to be in Critical Status within 5 years	_____
Critical Status	_____
Critical and Declining Status	<u> X </u>

United Actuarial Services, Inc.
Actuaries and Consultants

Board of Trustees

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September 28, 2015

This certification is based on the following results:

Projected funded ratio as of July 1, 2015:	68.5%
Previously emerged from critical status using IRC Section 432(e)(4)(B)(2) special emergence rule:	No
PPA status last year:	Critical status
First projected deficiency:	June 30, 2019
Date of projected insolvency:	2025-26 plan year
Ratio of inactive to active participants:	10.57

This certification is intended to be in good faith compliance with the necessary disclosures for certification and represents my best estimate of the Plan's funded position.

Basis for Result

The certification utilizes the assumptions, methods, plan provisions and demographic data as disclosed in the July 1, 2014 actuarial valuation report with the following exceptions:

- Assets are based on the June 30, 2015 unaudited financial statements provided by the plan administrator. Contributions, benefit payments, and expenses for the 2014-15 plan year are also based on these financial statements.
- The increase in the contribution rate for hours worked from \$5.50 to \$6.05 and the increase in the contribution rate per ton of procured or acquired coal from \$1.10 to \$1.21 were both recognized as of July 1, 2015.
- For Freeman United, that has withdrawn from the plan, it was assumed that employer withdrawal liability payments of \$1,843,370 would be made annually beginning with the 2015-16 plan year.
- The hours for the 2014-15 plan year were assumed to be 17,537,000 as reported in the Davis Report provided by the Plan's Staff. The Settlers also advised that very recent events will culminate in hours worked reductions which will exceed the annual 3% reduction assumed in prior and current reporting. The accelerated hours worked reductions will be quantified at a later date when events evolve and are more in focus. At this time the impact on the projected date of insolvency is not known.
- Unit credit normal cost was assumed to decrease by 10% per year as a result of the decline in future hours and, under the terms of the 2011 agreement, contributions are expected to be made on behalf of Electing Miners and 2012 New Inexperienced Miners who will not be accruing normal retirement benefits.

United Actuarial Services, Inc.
Actuaries and Consultants

Board of Trustees

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September 28, 2015

I am a member of the American Academy of Actuaries and meet the Qualification Standards of the American Academy of Actuaries to render the actuarial opinion contained herein. We will have a full update of the Plan's funded position with the next valuation report.

Sincerely,



William J. Ruschau, FSA, EA, MAAA
Consulting Actuary
Enrollment Number: 14-03137

Date of Signature: 9-28-15

cc: Secretary of the Treasury
Settlers of the United Mine Workers of America 1974 Pension Plan
Mr. Paul Bullock, Co-Consultant
Mr. John C. Adams, Director of Investments
Ms. Milka Fesshaie, Investment Operations Analyst
Ms. Caroline Kettering, Auditor

This is **Exhibit "H"** referred to in the Affidavit of
DALE R. STOVER made before me at
Washington, DC

this 22th day of November, 2016.



A Commissioner for taking
Affidavits within District of Columbia

Jim Walter Resources, Inc. (#2575)
 1974PP FY2016 ESTIMATED WDL CALCULATIONS
 AS OF 7/29/15

COMPANY ID	5YR FY PERIOD	74PP TOTAL HOURS
2575	07/01/10 - 06/30/15	17,108,867.47
	07/01/10 - 06/30/15	0.00
	07/01/10 - 06/30/15	0.00
	07/01/10 - 06/30/15	0.00
	07/01/10 - 06/30/15	0.00
	TOTAL 5 Year Period	17,108,867.47

Estimated WDL Calculation:

	74PP TOTAL HOURS FOR 5 FY PERIOD	DENOMINATOR	AUVB	ESTIMATED TOTAL WDL ASSESSMENT
WDL 74PP =	17,108,867.47 +	104,326,000 X	\$ 5,514,626,000.00 =	\$ 904,367,131.69

(1) FY2016 WDL estimate calculations based on cease op after 7/1/2015 re: Chapter 11 Bankruptcy Petition filed 7/15/15.
 (2) Hours for Period 7/01/10 thru 6/30/15 per FMS Coalwage Inquiry & Audit dated 4/27/15 for Co#2575.
 (3) This estimated WDL debt information is being processed per request from OGC-Sokolow/Creswell emails 7/27/15.
 (4) The 1974 Pension Plan Fiscal Year 2016 "Estimated" Factor is per the United Actuarial Services, Inc. valuation as of 7/21/15.

Prepared by: Shelia A. Street Date: 7/29/15
 Reviewed by: Donut Kony Date: 7/29/15

This is **Exhibit "I"** referred to in the Affidavit of
DALE R. STOVER made before me at
Washington, DC
this 22th day of November, 2016.



A Commissioner for taking
Affidavits within District of Columbia



3000 Riverchase Galleria
Suite 1700
Birmingham, Alabama 35244

www.walterenergy.com

Walt Scheller
Chief Executive Officer
walt.scheller@walterenergy.com

March 28, 2016

VIA CERTIFIED MAIL AND FAX

Mr. Cecil Roberts
President
United Mine Workers of America
18354 Quantico Gateway Drive
Suite 200
Triangle, Virginia 22172

RE: Cessation of Payments under UMWA Labor Agreement

Dear Mr. Roberts:

On December 28, 2015, the Bankruptcy Court for the Northern District of Alabama entered a Memorandum Opinion and Order Granting Debtors' Motion for an Order (I) Authorizing Debtors to (a) Reject Collective Bargaining Agreements, (B) Implement Final Labor Proposals, and (C) Terminate Retiree Benefits; and (II) Granting Related Relief (the "Order").

This letter provides notice that, as authorized by the Order, the Debtors will permanently cease to make payments required by the collective bargaining agreement between the UMWA and Debtor Jim Walter Resources, Inc. ("JWR") to any JWR employee or retiree, effective on the Closing Date of the sale of JWR's mining operations to Warrior Met Coal Mining, LLC. The Closing is expected to occur on March 31, 2016.

Sincerely,

A handwritten signature in black ink, appearing to be 'WJ Scheller, III', written over a horizontal line.

Walter J. Scheller, III

for the Debtors