

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 20549**

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d)
of the Securities Exchange Act of 1934

Date of report (Date of earliest event reported): October 5, 2020

Arch Resources, Inc.
(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation)

1-13105
(Commission File Number)

43-0921172
(IRS Employer Identification No.)

CityPlace One
One CityPlace Drive, Suite 300
St. Louis, Missouri 63141
(Address, including zip code, of principal executive offices)

Registrant's telephone number, including area code: (314) 994-2700

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading symbol	Name of each exchange on which registered
Common Stock, \$.01 par value	ARCH	New York Stock Exchange

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§ 230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§ 240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Item 1.02 Termination of a Material Definitive Agreement.

As previously disclosed, on June 18, 2019, Arch Resources, Inc. (“Arch”) entered into a definitive implementation agreement (the “Implementation Agreement”) with Peabody Energy Corporation (“Peabody”) to establish a joint venture to combine the respective Powder River Basin and Colorado mining operations of Arch and Peabody, and on September 29, 2020, Arch announced that it would terminate the proposed joint venture, following a U.S. District Court’s ruling against the transaction.

On October 5, 2020, Arch entered into a Termination Agreement with Peabody, effective as of September 30, 2020, under which the parties mutually agreed to terminate the Implementation Agreement (the “Termination Agreement”).

The foregoing description of the Termination Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the Termination Agreement, a copy of which is filed herewith as Exhibit 99.1.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

<u>Exhibit No.</u>	<u>Description</u>
<u>99.1</u>	<u>Termination Agreement, dated October 5, 2020, by and between Arch Resources, Inc. and Peabody Energy Corporation</u>
104	Cover Page Interactive Data File (formatted as inline XBRL and contained in Exhibit 101)

Signatures

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Date: October 7, 2020

Arch Resources, Inc.

By: /s/ Robert G. Jones

Robert G. Jones

Senior Vice President – Law, General Counsel and Secretary

TERMINATION AGREEMENT

This Termination Agreement (this "Agreement"), signed October 5, 2020 and effective as of September 30, 2020, is between Peabody Energy Corporation, a Delaware corporation ("Peabody"), and Arch Resources, Inc., a Delaware corporation ("Arch"). Arch and Peabody are each a "Party" and collectively the "Parties". Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to such terms in the Implementation Agreement (as hereinafter defined).

RECITALS

WHEREAS, the Parties entered into that certain Implementation Agreement, dated as of June 18, 2019 (the "Implementation Agreement"); and

WHEREAS, the Parties now desire to terminate the Implementation Agreement.

NOW THEREFORE, in consideration of the premises and the respective representations, warranties, covenants, agreements and conditions contained herein, the Parties agree as follows:

1. Mutual Termination. The Implementation Agreement is hereby terminated in all respects by mutual written agreement of Peabody and Arch pursuant to Section 9.1(a) of the Implementation Agreement. Except as set forth in Section 9.2 of Implementation Agreement, (a) the Implementation Agreement is of no further force or effect and no Party shall have any further rights or obligations under the Implementation Agreement and (b) no terms or conditions of the Implementation Agreement shall survive the termination thereof. The Confidentiality Agreement and the Common Interest Agreement shall remain in full force and effect in accordance with their terms.

2. Mutual Release. Notwithstanding anything in the Implementation Agreement (including Section 9.2 thereof) to the contrary, none of the Parties, any of their respective Affiliates or any Representative of any of the foregoing shall have any liability of any kind for any breach of the Implementation Agreement prior to the date hereof.

3. Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, understandings, negotiations and discussions, whether written or oral, between the Parties with respect to the subject matter hereof.

4. Miscellaneous. Sections 1.2, 10.2 and 10.4 through 10.12 of the Implementation Agreement are hereby incorporated herein by reference, *mutatis mutandis*.

5. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed will be deemed to be an original and when taken together shall constitute the entire and same agreement. Delivery of an executed signature page to this Agreement by any Party by electronic transmission will be as effective as delivery of a manually executed copy of this Agreement by such Party.

[Signature Page Follows]

IN WITNESS WHEREOF, this Agreement has been executed by the Parties as of the date first written above.

PEABODY ENERGY CORPORATION

By: /s/ Glenn L. Kellow

Name: Glenn L. Kellow

Title: President and Chief Executive Officer

ARCH RESOURCES, INC.

By: /s/ Paul A. Lang

Name: Paul A. Lang

Title: President and Chief Executive Officer

[Signature Page to Termination Agreement]
