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As filed with the Securities and Exchange Commission on March 1, 2012

Registration No. 333-

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, DC 20549

FORM S-4
REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

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

Delaware	**1221**	**43-0921172**
(State or other jurisdiction of incorporation or organization)	(Primary Standard Industrial Classifications Code Number)	(I.R.S. Employer Identification Number)

One CityPlace Drive, Suite 300
St. Louis, Missouri 63141
(314) 994-2700
(Address, including zip code, and telephone number, including area code of registrant's principal executive offices)

With a copy to:

Robert G. Jones
Senior Vice President—Law, General Counsel and Secretary
Arch Coal, Inc.
One CityPlace Drive, Suite 300
St. Louis, Missouri 63141
(314) 994-2700
(Name, address, including zip code, and telephone number, including area code, of agent for service)

Ronald D. West
Jeffrey W. Acre
K&L Gates LLP
K&L Gates Center
210 Sixth Avenue
Pittsburgh, Pennsylvania 15222
(412) 355-6500

Approximate date of commencement of proposed sale of the securities to the public:
As soon as practicable after this registration statement becomes effective.

If the securities being registered on this Form are being offered in connection with the formation of a holding company and there is compliance with General Instruction G, check the following box. o

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, check the following box and list the Securities Act registration number of the earlier effective registration statement for the same offering. o

If this Form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. o

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer ☒	Accelerated filer o	Non-accelerated filer o (Do not check if a smaller reporting company)	Smaller reporting company o

If applicable, place an X in the box to designate the appropriate rule provision relied upon in conducting this transaction:

Exchange Act Rule 13e-4(i) (Cross-Border Issuer Tender Offer) o

Exchange Act Rule 14d-1(d) (Cross-Border Third-Party Tender Offer) o

CALCULATION OF REGISTRATION FEE

Title of Each Class of Securities to be Registered	Amount to be Registered	Proposed Maximum Aggregate Price Per Unit	Proposed Maximum Aggregate Offering Price(1)	Amount of Registration Fee
7.000% Senior Notes due 2019	$1,000,000,000	100%	$1,000,000,000	$114,600
Guarantees of 7.000% Senior Notes due 2019(2)	—	—	—	—(3)
7.250% Senior Notes due 2021	$1,000,000,000	100%	$1,000,000,000	$114,600
Guarantees of 7.250% Senior Notes due 2021(4)	—	—	—	—(5)
Total	$2,000,000,000	100%	$2,000,000,000	$229,200

(1) Estimated solely for the purpose of calculating the registration fee pursuant to Rule 457(f) under the Securities Act of 1933, as amended.

(2) The 7.000% Senior Notes due 2019 are guaranteed by all of the subsidiaries of Arch Coal, Inc. that guarantee indebtedness under its senior secured credit facility, all of which are listed below under "Table of Additional Registrants."

(3) Pursuant to Rule 457(n) under the Securities Act of 1933, as amended, no additional registration fee is payable with respect to the guarantees of the 7.000% Senior Notes due 2019.

(4) The 7.250% Senior Notes due 2021 are guaranteed by all of the subsidiaries of Arch Coal, Inc. that guarantee indebtedness under its senior secured credit facility, all of which are listed below under "Table of Additional Registrants."

(5) Pursuant to Rule 457(n) under the Securities Act of 1933, as amended, no additional registration fee is payable with respect to the guarantees of the 7.250% Senior Notes due 2021.

The Registrants hereby amend this Registration Statement on such date or dates as may be necessary to delay its effective date until the Registrants shall file a further amendment which specifically states that this Registration Statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933, as amended, or until the Registration Statement shall become effective on such date as the Securities and Exchange Commission, acting pursuant to said Section 8(a), may determine.

TABLE OF ADDITIONAL REGISTRANTS

Exact Name of Registrant as Specified in its Charter and Address, Including Zip Code, and Telephone Number, Including Area Code, of Registrant's Principal Executive Offices*	State or Other Jurisdiction Of Incorporation	I.R.S. Employer Identification Number	Primary Standard Industrial Classification Code
Allegheny Land Company	Delaware	61-0922221	1221
Arch Coal Sales Company, Inc.	Delaware	43-1335853	1221
Arch Coal Terminal, Inc.	Delaware	61-0941499	1221
Arch Coal West, LLC	Delaware	27-4188962	1221
Arch Development, LLC	Delaware	27-2039231	1221
Arch Energy Resources, LLC	Delaware	20-8889263	1221
Arch Reclamation Services, Inc.	Delaware	43-1724510	1221
Ark Land Company	Delaware	43-0952128	1221
Ark Land KH, Inc.	Delaware	55-1086280	1221
Ark Land LT, Inc.	Delaware	20-1637677	1221
Ark Land WR, Inc.	Delaware	20-1638026	1221
Ashland Terminal, Inc.	Delaware	55-0619683	1221
Bronco Mining Company, Inc.	West Virginia	22-2094405	1221
Catenary Coal Holdings, Inc.	Delaware	43-1629654	1221
Coal-Mac, Inc.	Kentucky	61-0940536	1221
CoalQuest Development LLC	Delaware	20-0445769	1221
Cumberland River Coal Company	Delaware	43-1522213	1221
Hawthorne Coal Company, Inc.	West Virginia	55-0742562	1221
Hunter Ridge, Inc.	Delaware	13-2961732	1221
Hunter Ridge Coal Company	Delaware	51-0217205	1221
Hunter Ridge Holdings, Inc.	Delaware	52-1990183	1221
ICG, Inc.	Delaware	20-1796718	1221
ICG, LLC	Delaware	20-1660224	1221
ICG ADDCAR Systems, LLC	Delaware	20-1619621	1221
ICG Beckley, LLC	Delaware	20-4048542	1221
ICG East Kentucky, LLC	Delaware	20-1619961	1221
ICG Eastern, LLC	Delaware	20-1620152	1221
ICG Eastern Land, LLC	Delaware	20-1679711	1221
ICG Hazard, LLC	Delaware	20-1619758	1221
ICG Hazard Land, LLC	Delaware	20-1679661	1221
ICG Illinois, LLC	Delaware	20-1620272	1221
ICG Knott County, LLC	Delaware	20-1620070	1221
ICG Natural Resources, LLC	Delaware	20-1619866	1221
ICG Tygart Valley, LLC	Delaware	20-2977524	1221
International Coal Group, Inc.	Delaware	20-2641185	1221
Juliana Mining Company, Inc.	West Virginia	55-0568083	1221
King Knob Coal Co., Inc.	West Virginia	55-0488823	1221
Lone Mountain Processing, Inc.	Delaware	43-1580457	1221
Marine Coal Sales Company	Delaware	13-3307813	1221
Melrose Coal Company, Inc.	West Virginia	55-0746947	1221
Mingo Logan Coal Company	Delaware	13-3074446	1221
Mountain Gem Land, Inc.	West Virginia	55-0696955	1221
Mountain Mining, Inc.	Delaware	61-0925056	1221
Mountaineer Land Company	Delaware	61-0881912	1221
Otter Creek Coal, LLC	Delaware	27-2484254	1221
Patriot Mining Company, Inc.	West Virginia	55-0550184	1221
Powell Mountain Energy, LLC	Delaware	30-0461024	1221
Prairie Holdings, Inc.	Delaware	20-5273741	1221
Shelby Run Mining Company, LLC	Delaware	45-3484745	1221
Simba Group, Inc.	Delaware	55-0753900	1221
Upshur Property, Inc.	Delaware	95-4484172	1221
Vindex Energy Corporation	West Virginia	55-0753903	1221
Western Energy Resources, Inc.	Delaware	43-1947588	1221
White Wolf Energy, Inc.	Virginia	54-1867395	1221
Wolf Run Mining Company	West Virginia	55-0699931	1221

* The principal executive offices of, and the agent for service for, each additional registrant is c/o Robert G. Jones, Senior Vice President—Law, General Counsel and Secretary, Arch Coal, Inc., One CityPlace Drive, Suite 300, St. Louis, Missouri 63141.

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The information in this preliminary prospectus is not complete and may be changed. We may not sell these securities until the registration statement filed with the Securities and Exchange Commission is effective. This preliminary prospectus is not an offer to sell these securities and is not soliciting an offer to buy these securities in any state where the offer or sale is not permitted.

SUBJECT TO COMPLETION, DATED MARCH 1, 2012

PROSPECTUS

Offer to Exchange

Up to $1,000,000,000 aggregate principal amount of 7.000% Senior Notes due 2019 (CUSIP No. 039380AE0) which have been registered under the Securities Act of 1933, as amended, for any and all of our outstanding 7.000% Senior Notes due 2019 (CUSIP Nos. 039380AD2 and U0393CAB1); and

Up to $1,000,000,000 aggregate principal amount of 7.250% Senior Notes due 2021 (CUSIP No. 039380AG5) which have been registered under the Securities Act of 1933, as amended, for any and all of our outstanding 7.250% Senior Notes due 2021 (CUSIP Nos. 039380AF7 and U0393CAC9).

The exchange offer will expire at 12:00 midnight, New York City time, at the end of , 2012, unless earlier terminated or extended.

The principal features of the exchange offer are as follows:

- We will issue up to $1,000,000,000 aggregate principal amount of 7.000% Senior Notes due 2019 (the "new 2019 notes") which have been registered under the Securities Act of 1933, as amended (the "Securities Act"), in exchange for any and all of our outstanding 7.000% Senior Notes due 2019 (the "old 2019 notes") that are validly tendered and not withdrawn prior to the expiration of the exchange offer.
- We will issue up to $1,000,000,000 aggregate principal amount of 7.250% Senior Notes due 2021 (the "new 2021 notes" and, collectively with the new 2019 notes, the "exchange notes") which have been registered under the Securities Act, in exchange for any and all of our outstanding 7.250% Senior Notes due 2021 (the "old 2021 notes" and, collectively with the old 2019 notes, the "original notes") that are validly tendered and not withdrawn prior to the expiration of the exchange offer.
- You may withdraw tenders of original notes at any time prior to the expiration of the exchange offer.
- The terms of the exchange notes are substantially identical to those of the original notes, except that the transfer restrictions, registration rights and provisions relating to additional interest with respect to the original notes generally do not apply to the exchange notes.
- The exchange of exchange notes for original notes will not be a taxable transaction for U.S. federal income tax purposes. You should read the discussion under the caption "Material U.S. Federal Income Tax Consequences" for more information.
- Neither Arch Coal nor any guarantor will receive any proceeds from the exchange offer.

Arch Coal does not intend to apply for listing of the exchange notes on any securities exchange or for inclusion of the exchange notes in any automated quotation system.

You should consider carefully the "Risk Factors" beginning on page 14 of this prospectus before participating in the exchange offer.

Each broker-dealer that receives exchange notes for its own account in the exchange offer must acknowledge that it will deliver a prospectus in connection with any resale of such exchange notes. The letter of transmittal states that by so acknowledging and by delivering a prospectus, a broker-dealer will not be deemed to admit that it is an "underwriter" within the meaning of the Securities Act. This prospectus, as it may be amended or supplemented from time to time, may be used by a broker-dealer in connection with resales of exchange notes received in exchange for original notes where such original notes were acquired by such broker-dealer as a result of market-making activities or other trading activities. We and the guarantors have agreed that, starting on the date of the expiration of the exchange offer and ending on the close of business one year after the date of the expiration of the exchange offer, we will make this prospectus available to any broker-dealer for use in connection with any such resale. See "Plan of Distribution."

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of these securities or passed upon the accuracy or adequacy of this prospectus. Any representation to the contrary is a criminal offense.

The date of this prospectus is March 1, 2012.

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The information contained in this prospectus speaks only as of the date of this prospectus unless the information specifically indicates that another date applies. No person has been authorized to give any information or to make any representations other than those contained in this prospectus in connection with the exchange offer described herein and, if given or made, such information or representations must not be relied upon as having been authorized by us. Neither the delivery of this prospectus nor any sale made hereunder shall under any circumstances create an implication that there has been no change in our affairs or that of our subsidiaries since the date hereof.

This prospectus incorporates important business and financial information about Arch Coal and the guarantors that is not included in or delivered with this prospectus. Arch Coal will provide without charge to each person, including any beneficial owner, to whom a copy of this prospectus is delivered, upon the written or oral request of such person, a copy of any or all of the information incorporated by reference into this prospectus, other than exhibits to such information (unless such exhibits are specifically incorporated by reference into the information that this prospectus incorporates). Requests for such copies should be directed to Arch Coal, Inc., One CityPlace Drive, Suite 300, St. Louis, Missouri 63141, Attn. Robert G. Jones. To obtain timely delivery, you must request the information no later than five business days before , 2012, the expiration date of the exchange offer.

The exchange notes initially will be represented by permanent global certificates in fully registered form without coupons and will be deposited with a custodian for, and registered in the name of, a nominee of The Depository Trust Company ("DTC"), New York, New York, as depositary.

INDUSTRY AND MARKET DATA

We obtained the market and competitive position data incorporated by reference into this prospectus from our own research, surveys or studies conducted by third parties and industry or general publications. Industry publications and surveys generally state that they have obtained information from sources believed to be reliable, but do not guarantee the accuracy and completeness of such information. While we believe that each of these studies and publications is reliable, we have not independently verified such data, and we make no representation as to the accuracy of such information. Similarly, we believe our internal research is reliable, but it has not been verified by any independent sources. Market and competitive position data involve risks and uncertainties and are subject to change based on various factors, including those discussed under the caption "Risk Factors."

FORWARD-LOOKING STATEMENTS

Information we have included or incorporated by reference into this prospectus contains or may contain forward-looking statements. These forward-looking statements include, among others, statements of our expected future business and financial performance. The words "anticipates," "believes," "could," "estimates," "expects," "intends," "may," "plans," "predicts," "projects," "seeks," "should," "will" or other comparable words and phrases identify forward-looking statements, which speak only as of the respective dates of such statements. Forward-looking statements, by their nature, address matters that are, to different degrees, uncertain. Actual results may vary significantly from those anticipated due to many factors, including:

- market demand for coal and electricity;
- geologic conditions, weather, including flooding, and other inherent risks of coal mining that are beyond our control;
- competition within our industry and with producers of competing energy sources;
- excess production and production capacity;
- our ability to acquire or develop coal reserves in an economically feasible manner;\
- inaccuracies in our estimates of our coal reserves;
- availability and price of mining and other industrial supplies;
- availability of skilled employees and other workforce factors;
- disruptions in the quantities of coal produced by our contract mine operators;
- our ability to collect payments from our customers;
- defects in title or the loss of a leasehold interest;
- railroad, barge, truck and other transportation performance and costs;
- our ability to successfully integrate the operations that we acquire;
- our ability to secure new coal supply arrangements or to renew existing coal supply arrangements;
- our relationships with, and other conditions affecting, our customers;
- the deferral of contracted shipments of coal by our customers;
- our ability to service our outstanding indebtedness;
- our ability to comply with the restrictions imposed by our credit facility and other financing arrangements;
- the availability and cost of surety bonds;
- failure by Magnum Coal Company, a subsidiary of Patriot Coal Corporation, to satisfy certain below-market contracts that we guarantee;
- our ability to manage the market and other risks associated with certain trading and other asset optimization strategies;
- terrorist attacks, military action or war;
- our ability to obtain and renew various permits, including permits authorizing the disposition of certain mining waste;

- existing and future legislation and regulations affecting both our coal mining operations and our customers' coal usage, governmental policies and taxes, including those aimed at reducing emissions of elements such as mercury, sulfur dioxides, nitrogen oxides, particulate matter or greenhouse gases;

- the accuracy of our estimates of reclamation and other mine closure obligations;

- the existence of hazardous substances or other environmental contamination on property owned or used by us; and

- other factors, including those discussed in "Risk Factors."

These and other relevant factors, including those risk factors identified in our Annual Report on Form 10-K for the year ended December 31, 2011 and our other filings with the Securities and Exchange Commission (the "SEC") under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), which are incorporated by reference into this prospectus, should be carefully considered when reviewing any forward-looking statement. See "Where You Can Find More Information."

These factors are not necessarily all of the factors that could affect us. These risks and uncertainties, as well as other risks of which we are not aware or which we currently do not believe to be material, may cause our actual future results to be materially different than those expressed in our forward-looking statements. We do not undertake to update our forward-looking statements, whether as a result of new information, future events or otherwise, except as may be required by law.

PROSPECTUS SUMMARY

Except as otherwise indicated or where the context otherwise requires, in this prospectus, "Arch Coal," "the company," "we," "us" and "our" refer to Arch Coal, Inc. and its consolidated subsidiaries. This summary highlights selected information contained elsewhere in this prospectus or incorporated by reference into this prospectus. This summary may not contain all of the information that you should consider before exchanging any of your original notes. You should read the entire prospectus carefully, including the sections entitled "Risk Factors" in this prospectus and in our Annual Report on Form 10-K for the fiscal year ended December 31, 2011, which is incorporated by reference into this prospectus, before making a decision to participate in the exchange offer.

Business Overview

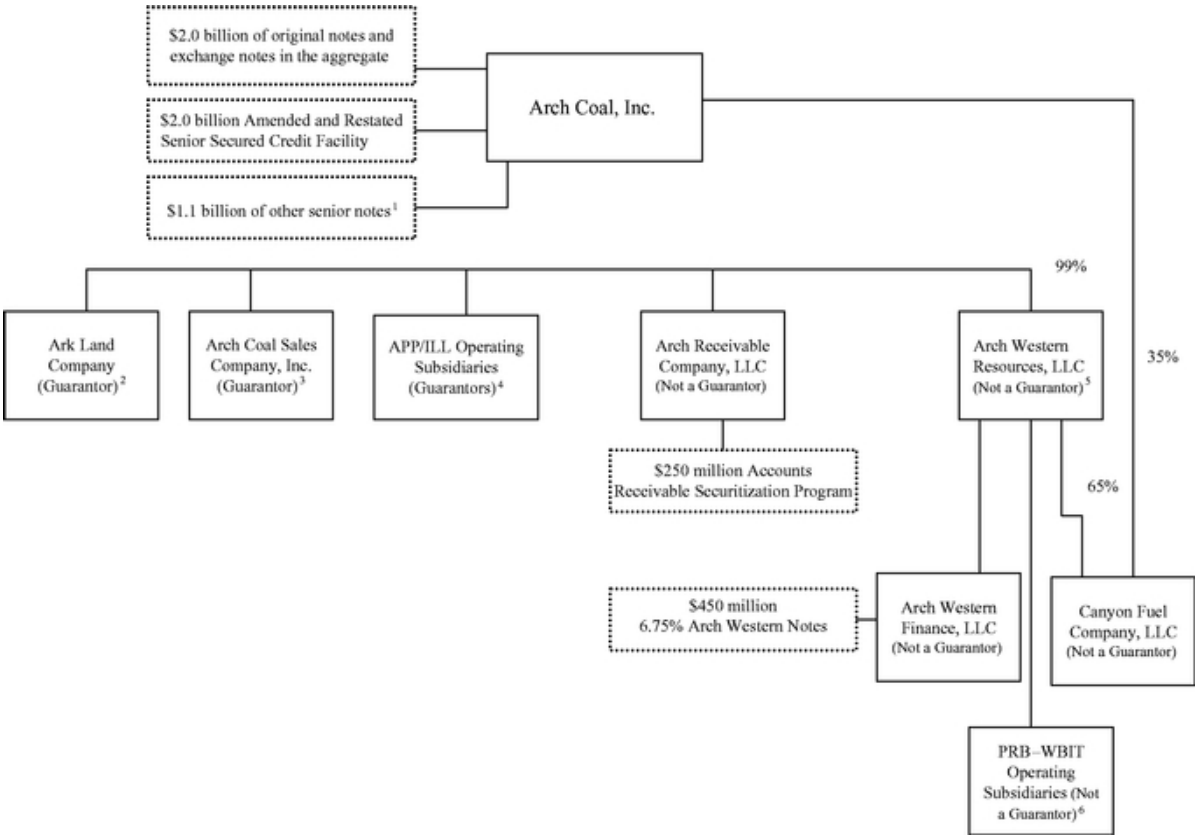
We are one of the world's largest coal producers. For the year ended December 31, 2011 (which includes sales of the former International Coal Group, Inc. ("ICG") after June 14, 2011), we sold approximately 156.9 million tons of coal, including approximately 5.5 million tons of coal we purchased from third parties, representing roughly 14% of the 2011 U.S. coal supply. We sell substantially all of our coal to power plants, steel mills and industrial facilities. At December 31, 2011 we operated, or contracted out the operation of, 46 active mines located in each of the major coal-producing regions of the United States. The locations of our mines and access to export facilities enable us to ship coal to most of the major coal-fueled power plants, industrial facilities and steel mills located within the United States and on four continents worldwide.

We estimate that we owned or controlled approximately 5.33 billion tons of proven and probable recoverable reserves as of December 31, 2011. Of these reserves, approximately 67% consist of compliance coal, or coal which emits 1.2 pounds or less of sulfur dioxide per million Btus upon combustion, while an additional approximately 5% could be sold as low-sulfur coal, or coal which emits 1.6 pounds or less of sulfur dioxide per million Btus upon combustion. The balance is classified as high-sulfur coal. Most of our reserves are suitable for the domestic steam coal markets.

For a further discussion of our business, we urge you to read our Annual Report on Form 10-K for the fiscal year ended December 31, 2011, which is incorporated by reference into this prospectus. See "Where You Can Find More Information" in this prospectus.

Corporate Structure

The following chart shows a summary of the corporate organization of Arch Coal and its direct and indirect ownership interests in its principal subsidiaries. This chart does not show all subsidiaries, including certain intermediate subsidiaries. This chart also indicates whether or not the subsidiaries shown will be guarantors of the exchange notes. Except as indicated otherwise in this chart, each subsidiary is wholly owned by its direct parent.



(1) Our other senior notes consist of Arch Coal's $600.0 million aggregate principal amount of $8^{3}/4$% Senior Notes due 2016 (the "2016 notes") and $500.0 million aggregate principal amount of $7^{1}/4$% Senior Notes due 2020 (the "2020 notes"), in each case guaranteed by our subsidiaries that guarantee indebtedness under our senior secured credit facility.

(2) Ark Land Company holds many of our federal and state coal leases.

(3) Arch Coal Sales Company, Inc. is a party to substantially all of our long-term coal supply arrangements and other coal sales agreements.

(4) These entities represent our operations in the Appalachian region and the Illinois Basin. These entities also guarantee our existing senior notes and our senior secured credit facility. The subsidiaries in this group are Allegheny Land Company, Arch Coal Terminal, Inc., Arch Reclamation Services, Inc., Ashland Terminal, Inc., Bronco Mining Company, Inc., Coal-Mac, Inc., CoalQuest Development LLC, Cumberland River Coal Company, Hawthorne Coal Company, Inc., Hunter Ridge, Inc., Hunter Ridge Coal Company, Hunter Ridge Holdings, Inc., ICG ADDCAR Systems, LLC, ICG Beckley, LLC, ICG East Kentucky, LLC, ICG Eastern Land, LLC, ICG Easter, LLC, ICG Hazard Land, LLC, ICG Hazard, LLC, ICG Illinois, LLC, ICG Knott County, LLC, ICG Natural Resources, LLC, ICG Tygart Valley, LLC, ICG, Inc., ICG, LLC, Juliana Mining Company, Inc., King Knob Coal Co., Inc., Lone Mountain Processing, Inc., Marine Coal Sales Company, Melrose Coal Company, Inc., Mingo Logan Coal Company, Mountain Gem Land, Inc., Mountain Mining, Inc., Mountaineer Land Company, Patriot Mining Company, Inc., Powell Mountain Energy, LLC, Simba Group, Inc., Upshur Property, Inc., Vindex Energy Corporation, White Wolf Energy, Inc. and Wolf Run mining Company.

(5) These entities are guarantors of the $450.0 million aggregate principal amount of the 6 3/4% Senior Notes due 2013 (the "Arch Western notes") issued by Arch Western Finance, LLC, an indirect subsidiary o ours. The holders of the Arch Western notes have an unsecured claim against Arch Coal through the pledge of intercompany notes owing to Arch Western Resources, LLC, an indirect subsidiary of ours in which we have a 99% membership interest ("Arch Western Resources"). Such intercompany notes do not benefit from any guarantees by any of the subsidiaries that will initially guarantee the exchange notes. As of December 31, 2011, $1.5 billion was outstanding under these intercompany notes.

(6) These entities represent our operations in the Powder River Basin and the Western Bituminous regions. The subsidiaries in this group are Arch Western Bituminous Group, LLC, Arch of Wyoming, LLC, Mountain Coal Company, L.L.C., Thunder Basin Coal Company, L.L.C. and Triton Coal Company, LLC.

Additional Information

We are incorporated under the laws of the State of Delaware. Our principal executive offices are located at One CityPlace Drive, Suite 300, St. Louis, Missouri 63141. Our telephone number is (314) 994-2700. Our Internet address is www.archcoal.com. Information on, or accessible through, our website is not part of or incorporated by reference into this prospectus.

Summary of the Exchange Offer

On June 14, 2011, we completed the private placement of old 2019 notes in the aggregate principal amount of $1,000,000,000 and old 2021 notes in the aggregate principal amount of $1,000,000,000. As part of that private placement, we entered into a registration rights agreement with the initial purchasers of the original notes (the "registration rights agreement") in which we agreed, among other things, to deliver this prospectus to you and to complete an exchange offer for the original notes. Below is a summary of the terms of the exchange offer. For a more complete discussion of the exchange offer, see "The Exchange Offer" in this prospectus.

Original Notes	7.000% Senior Notes due 2019, which were issued on June 14, 2011.
	7.250% Senior Notes due 2021, which were issued on June 14, 2011.
Exchange Notes	7.000% Senior Notes due 2019, which have been registered under the Securities Act. The terms of the new 2019 notes are substantially identical to those of the old 2019 notes, except that the transfer restrictions, registration rights and provisions relating to additional interest with respect to the old 2019 notes do not apply to the new 2019 notes.
	7.250% Senior Notes due 2021, which have been registered under the Securities Act. The terms of the new 2021 notes are substantially identical to those of the old 2021 notes, except that the transfer restrictions, registration rights and provisions relating to additional interest with respect to the old 2021 notes do not apply to the new 2021 notes.
Exchange Offer	As of the date of this prospectus, there are $1,000,000,000 aggregate principal amount of old 2019 notes and $1,000,000,000 aggregate principal amount of old 2021 notes outstanding. We are offering to exchange up to $1,000,000,000 aggregate principal amount of new 2019 notes in exchange for a like principal amount of old 2019 notes. We also are offering to exchange up to $1,000,000,000 aggregate principal amount of new 2021 notes in exchange for a like principal amount of old 2021 notes. This exchange offer is intended to satisfy our obligations under the registration rights agreement.
	In order to be exchanged, original notes must be properly tendered and accepted. All original notes that are validly tendered and not withdrawn prior to 12:00 midnight, New York City time, at the end of the expiration date of the exchang offer will be exchanged.
Expiration Date	The exchange offer will expire at 12:00 midnight, New York City time, at the end of , 2012 (the "expiration date"), unless we earlier terminate or extend the exchange offer in our sole and absolute discretion. We currently do not intend to extend the expiration of the exchange offer.

Representations	By tendering your original notes, you represent to us that: • you are not our "affiliate," as defined in Rule 405 under the Securities Act; • you are acquiring the exchange notes in the exchange offer in the ordinary course of your business; • you are not engaged in or intend to engage in, and do not have an arrangement or understanding with any person to participate in, a distribution, as defined in the Securities Act, of the exchange notes you will receive in the exchange offer; • you are not holding original notes that have, or are reasonably likely to have, the status of an unsold allotment in the initial offering of original notes; and • you are not acting on behalf of a person who, to your knowledge, falls into one of the above categories. For further information regarding resales of the exchange notes by participating broker-dealers, see "Plan of Distribution.
Accrued Interest	The exchange notes will bear interest from the most recent date to which interest has been paid on the original notes. If your original notes are accepted for exchange in the exchange offer, you will receive interest on the exchange notes and not on the original notes following the completion of the exchange offer. Any original notes not tendered in the exchange offer will remain outstanding and continue to accrue interest according to their terms following the completion of the exchange offer.
Conditions to the Exchange Offer	The exchange offer is not conditioned upon any minimum aggregate principal amount of original notes being tendered for exchange. The exchange offer is subject to customary conditions. We may assert or waive these conditions in our sole and absolute discretion. See "The Exchange Offer—Conditions" for more information regarding the conditions to the exchange offer.
Procedures for Tendering Original Notes	To tender original notes you must deliver a letter of transmittal and deliver the original notes to the exchange agent. Delivery of your original notes may be made by book-entry transfer to the exchange agent's account at DTC. If you hold your original notes in book-entry form through DTC, then in lieu of the procedure for physical delivery of a letter of transmittal and your original notes, you may follow the procedures for DTC's Automated Tender Offer Program ("ATOP"

Specifically, to tender original notes in the exchange offer by delivery of a letter of transmittal and original notes:

- you must complete, sign and date the letter of transmittal, or a facsimile of the letter of transmittal, have the signature o the letter of transmittal guaranteed if the letter of transmittal so requires and deliver the letter of transmittal or facsimile to the exchange agent, including all the required documents, prior to the expiration of the exchange offer; and

- either

  - the exchange agent must receive your original notes along with the letter of transmittal; or

  - the exchange agent must receive, before expiration of the exchange offer, timely confirmation of book-entry transfer of your original notes into the exchange agent's account at DTC, according to the procedure for book-entry transfer described in "The Exchange Offer—Procedures for Tendering—Delivery of Letter of Transmittal and Original Notes."

If you hold your original notes in book-entry form through DTC, in lieu of the above procedures:

- you may instruct DTC, in accordance with the ATOP system, to transmit on your behalf a computer-generated message to the exchange agent in which the holder of the original notes acknowledges and agrees to be bound by the terms of th letter of transmittal, which computer-generated message must be received by the exchange agent prior to 12:00 midnight, New York City time, at the end of the expiration date; and

- the exchange agent must receive, before expiration of the exchange offer, timely confirmation of book-entry transfer of your original notes into the exchange agent's account at DTC, according to the procedure for book-entry transfer described in "The Exchange Offer—Procedures for Tendering—Automatic Tender Offer Program."

Special Procedures for Beneficial Owners	If you are a beneficial owner whose original notes are registered in the name of a broker, dealer, commercial bank, trust company or other nominee, and you want to tender original notes in the exchange offer, you should contact the registered owner promptly and instruct the registered holder to tender on your behalf. If you wish to tender on your own behalf, you must, before completing and executing the letter of transmittal and delivering your original notes, either make appropriate arrangements to register ownership of the original notes in your name or obtain a properly completed bond power from th registered holder. See "The Exchange Offer—Procedures for Tendering."
Withdrawal Rights	Tenders of original notes may be withdrawn at any time before midnight, New York City time, at the end of the expiration date. Any original notes that you tender and then validly withdraw will be returned without expense to you promptly after the expiration or termination of the exchange offer.
Delivery of Exchange Notes	Subject to the conditions stated in the section "The Exchange Offer—Conditions" of this prospectus, we will accept for exchange any and all original notes which are properly tendered in the exchange offer before 12:00 midnight, New York City time, at the end of the expiration date. The exchange notes to be issued in exchange for any properly tendered origina notes will be delivered as soon as practicable after the expiration date. If any valid tender of original notes is subsequently validly withdrawn or if we decide for any reason not to accept any original notes tendered for exchange because they have not been tendered properly, the withdrawn or unaccepted original notes will be returned to the tendering holder or credited to the tendering holder's account at DTC, as the case may be, promptly after the expiration or termination of the exchange offer. See "The Exchange Offer—General."
Regulatory Approvals	Other than the federal securities laws, there are no federal or state regulatory requirements with which we must comply, and there are no approvals which we must obtain, in connection with the exchange offer.
Material United States Federal Tax Consequences	Your exchange of original notes for exchange notes pursuant to the exchange offer will not be a taxable event for U.S. federal income tax purposes. See "Material United States Federal Tax Consequences."
Exchange Agent	UMB Bank National Association is serving as exchange agent in connection with the exchange offer. The address and telephone number of the exchange agent are listed under the heading "The Exchange Offer—Exchange Agent."

Use of Proceeds	We will not receive any proceeds from the issuance of exchange notes in the exchange offer. See "Use of Proceeds."
Resales	Based on interpretations by the staff of the SEC, as detailed in a series of no-action letters issued to third parties that are not related to us, we believe that the exchange notes to be issued in the exchange offer generally may be offered for resale resold or otherwise transferred without further compliance with the registration and prospectus delivery provisions of the Securities Act as long as: • you are not our "affiliate," as defined in Rule 405 under the Securities Act; • you are acquiring the exchange notes in the exchange offer in the ordinary course of your business; • you are not engaged in or intend to engage in, and do not have an arrangement or understanding with any person to participate in, a distribution, as defined in the Securities Act, of the exchange notes you will receive in the exchange offer; • you are not holding original notes that have, or are reasonably likely to have, the status of an unsold allotment in the initial offering of original notes; and • you are not acting on behalf of a person who, to your knowledge, falls into one of the above exceptions. Our belief that transfers of exchange notes would be permitted without registration or prospectus delivery under the conditions described above is based on SEC interpretations given to unrelated issuers in similar exchange offers. We cannot assure you that the SEC would make a similar interpretation with respect to this exchange offer. We do not intend to seek our own interpretation from the SEC with respect to this exchange offer. Each broker-dealer that receives exchange notes for its own account in exchange for original notes, where such original notes were acquired by such broker-dealer as a result of market-making activities or other trading activities, must acknowledge that it will deliver a prospectus in connection with any resale of such exchange notes. See "Plan of Distribution."

Consequences of Not Exchanging Original Notes	Original notes that are not properly tendered in the exchange offer will continue to be subject to their existing transfer restrictions. We will have no further obligation, except under limited circumstances, to provide for registration of any resale of such original notes under the Securities Act. In general, you may offer or sell your original notes only if: • the offer and sale of your original notes is registered under the Securities Act and applicable state securities laws; • your original notes are offered or sold under an exemption from registration under the Securities Act and applicable state securities laws; or • your original notes are offered or sold in a transaction not subject to the Securities Act and applicable state securities laws. We currently do not anticipate that we will register any resales of original notes under the Securities Act. See "The Exchange Offer—Consequences of Failure to Tender."
Registration Rights Agreement	On the date of the initial issuance of the original notes, we entered into the registration rights agreement for the benefit of all of the holders of the original notes. Under the terms of the registration rights agreement, we agreed to file with the SEC a registration statement relating to an offer to exchange the original notes for substantially similar notes. This exchange offer is being conducted to satisfy our obligations under the registration rights agreement. If we do not, among other things, complete the exchange offer within 365 days of June 14, 2011, the interest rate borne by the old notes will be increased at a rate of 0.25% per annum with respect to the first 90-day period following such deadline and an additional 0.25% per annum with respect to each subsequent 90-day period, up to a maximum of 1.00% per annum until the registration default has been cured. Under some circumstances set forth in the registration rights agreement, holders of original notes, including holders who are not permitted to participate in the exchange offer or who may not freely sell exchange notes received in the exchange offer, may require us to file, and cause to become effective, a shelf registration statement covering resales of the original notes by these holders. A copy of the registration rights agreement is incorporated by reference as an exhibit to the registration statement of which this prospectus is a part. See "Description of the Exchange Notes—Registration Rights."

Risk Factors	You should consider carefully the information set forth in the section of this prospectus entitled "Risk Factors—Risks Related to the Exchange Offer" and all the other information included in or incorporated by reference into this prospectus in deciding whether to participate in the exchange offer.

Summary of the Terms of the Exchange Notes

The following is a summary of the terms of the exchange notes. The form and terms of the exchange notes are identical in all material respects to those of the applicable original notes, except that the exchange notes are registered under the Securities Act and the transfer restrictions, registration rights and additional interes provisions applicable to the original notes do not apply to the exchange notes. The exchange notes will be governed by the same indenture as the original notes. For a more complete description of the terms of the exchange notes, see "Description of The Exchange Notes."

Issuer	Arch Coal, Inc.
Securities Offered	Up to $1,000,000,000 aggregate principal amount of 7.000% Senior Notes due 2019. Up to $1,000,000,000 aggregate principal amount of 7.250% Senior Notes due 2021.
Maturity Date	June 15, 2019, in the case of the new 2019 notes. June 15, 2021, in the case of the new 2021 notes.
Interest	Interest on the exchange notes will be payable semi-annually in arrears on each June 15 and December 15, beginning on December 15, 2011.
Ranking and Guarantees	All of our subsidiaries that guarantee indebtedness under our senior secured credit facility will initially guarantee the exchange notes. The guarantees may be released under certain circumstances. The exchange notes will rank equal in right of payment to all of our existing and future unsecured unsubordinated indebtedness and senior in right of payment to all future subordinated indebtedness. The exchange notes, however, will be effectively subordinated to our secured obligations to the extent of the collateral securing such obligations. Additionally, the exchange notes will be effectively subordinated to all liabilities, including trade payables, of any of our subsidiaries that are not guarantors. The guarantees will rank equal in right of payment with all existing and future unsecured unsubordinated indebtedness of the guarantors. In addition, the guarantees will be effectively subordinated to all of the guarantors' secured obligations to the extent of the collateral securing such obligations. As of December 31, 2011: • Arch Coal, Inc. had $4.0 billion of indebtedness outstanding on a consolidated basis, $481.3 million of which was secured indebtedness, excluding $1.7 billion of intercompany notes owned by Arch Western Resources, which are pledged for the benefit of the holders of the Arch Western notes;

- on a combined basis, the guarantors had total outstanding indebtedness of $4.6 million, excluding guarantees of our senior secured credit facility, the original notes, the 2016 notes and the 2020 notes; and

- on a combined basis, the subsidiaries that are not guaranteeing the exchange notes had total outstanding indebtedness o $557.3 million, consisting of the Arch Western notes and $106.3 million of borrowings under our accounts receivable securitization program and excluding $225.0 million owed to Arch Coal pursuant to an intercompany note, and $1.3 billion of total liabilities (excluding the intercompany note).

Optional Redemption

We may redeem some or all of the new 2019 notes, at our option, at any time on or after June 15, 2015, at the redemption prices described under "Description of the Exchange Notes—Optional Redemption," plus accrued and unpaid interest, if any, to the date of redemption. Prior to June 15, 2015, we may redeem some or all of the new 2019 notes, at our option, at a make-whole price described under "Description of the Exchange Notes—Optional Redemption," plus accrued and unpaid interest, if any, to the date of redemption.

We may redeem some or all of the new 2021 notes, at our option, at any time on or after June 15, 2016, at the redemption prices described under "Description of the Exchange Notes—Optional Redemption," plus accrued and unpaid interest, if any, to the date of redemption. Prior to June 15, 2016, we may redeem some or all of the new 2021 notes, at our option, at a make-whole price described under "Description of the Exchange Notes—Optional Redemption," plus accrued and unpaid interest, if any, to the date of redemption.

At any time prior to June 15, 2014, we may redeem up to 35% of the aggregate principal amount of each series of notes, plus accrued and unpaid interest, if any, to the date of the redemption, with the net proceeds from certain equity offerings. All redemption provisions, including prices, are discussed under the caption "Description of the Exchange Notes—Optional Redemption."

Change of Control

If a change of control of our company occurs, we must give holders the opportunity to sell their exchange notes to us at 101% of their principal amount, plus accrued and unpaid interest.

We might not be able to pay the required price for exchange notes presented to us at the time of a change of control because:

- we might not have enough funds at the time; or

	• the terms of our other debt may prevent us from paying for the exchange notes.
Certain Covenants	The covenants contained in the indenture governing the exchange notes, among other things, limit our ability and the ability of our restricted subsidiaries to: • incur more debt; • pay dividends and make distributions or repurchase stock; • make investments; • create liens; • sell assets; • enter into agreements affecting the ability of restricted subsidiaries to make distributions, loans or advances to us; • engage in transactions with our affiliates; and • merge or consolidate or transfer and sell assets. These covenants are subject to a number of important exceptions, limitations and qualifications that are described under "Description of the Exchange Notes." Many of the restrictive covenants will terminate if the notes achieve an investment grade rating from both Moody's Investors Service, Inc. ("Moody's") and Standard & Poor's Ratings Services ("Standard & Poor's") and no default or event of default has occurred and is continuing under the indenture. Covenants that cease to apply as a result of achieving these ratings will not be restored, even if the credit ratings assigned to the notes later fall below investment grade. See "Description of the Exchange Notes—Certain Covenants—Covenant Termination."
No Established Trading Market	We do intend to list the exchange notes on any securities exchange or include the exchange notes in any automated quotation system. We cannot assure you that an active or liquid trading market for the exchange notes will develop. If an active or liquid trading market for the exchange notes does not develop, the market price and liquidity of the exchange notes may be adversely affected. See "The Exchange Offer—Consequences of Failure to Tender."
Risk Factors	You should consider carefully the information set forth in the section of this prospectus entitled "Risk Factors—Risks Related to the Exchange Notes" and all the other information included in or incorporated by reference into this prospectus in deciding whether to participate in the exchange offer.

RISK FACTORS

You should carefully consider the following risk factors in addition to the other information included in and incorporated by reference into this prospectus before tendering your original notes in the exchange offer. In particular, you should carefully consider the matters discussed under "Risk Factors" in Part I, Item 1A of our Annual Report on Form 10-K for the fiscal year ended December 31, 2011 and in other documents which we subsequently file with the SEC, which are incorporated by reference into this prospectus. If any of the following risks actually occur, our business, financial condition, prospects, results of operations or cash flow could be materially and adversely affected. Additional risks or uncertainties not currently known to us, or that we currently deem immaterial, may also impair our business operations. We cannot assure you that any of the events discussed below will not occur, and if such events do occur, you may lose all or part of your investment in the exchange notes. The risks discussed below also include forward-looking statements and our actual results may differ substantially from those discussed in these forward-looking statements. See "Forward Looking Statements."

Risks Related to the Exchange Offer

You may have difficulty selling any original notes that you do not exchange.

If you do not exchange all of your original notes for exchange notes pursuant to the exchange offer, the original notes that you continue to hold after we have completed the exchange offer will continue to be subject to the currently existing transfer restrictions. The original notes may not be offered, sold or otherwise transferred, except in compliance with the registration requirements of the Securities Act, pursuant to an exemption from registration under the Securities Act or in a transaction not subject to the registration requirements of the Securities Act, and, in any case, in compliance with applicable state securities laws. We do not anticipate that we will register any resales of the original notes under the Securities Act, except as may be required under the registration rights agreement. After the exchange offer is consummated, the trading market for the remaining untendered original notes may be small and inactive. Consequently, you may find it difficult to sell any original notes you continue to hold because there will be fewer original notes outstanding.

Some holders of the exchange notes may be required to comply with the registration and prospectus delivery requirements of the Securities Act.

If you exchange your original notes in the exchange offer for the purpose of participating in a distribution of the exchange notes, you may be deemed to have received restricted securities and, if so, you will be required to comply with the registration and prospectus delivery requirements of the Securities Act in connection with any resale transaction. In addition, a broker-dealer that purchased original notes for its own account as part of market-making or trading activities must deliver a prospectus when it resells the exchange notes it receives in the exchange offer. Our obligation to make this prospectus available to broker-dealers is limited. We cannot assure you that a proper prospectus will be available to broker-dealers wishing to resell their exchange notes. Further, any commission or concessions received by a broker-dealer in connection with any resale of exchange notes may be deemed to be underwriting compensation under the Securities Act.

Failure to comply with the exchange offer procedures could prevent a holder from exchanging its original notes.

Holders of the original notes are responsible for fully complying with all exchange offer procedures. The issuance of exchange notes in exchange for original notes will only occur upon completion of the procedures described in this prospectus under "The Exchange Offer." Therefore, holders of original notes who wish to exchange them for exchange notes should allow sufficient time for

timely completion of the exchange procedures. Neither we nor the exchange agent are obligated to extend the offer or notify you of any failure to follow the proper procedures.

Risks Related to the Exchange Notes

We have a substantial amount of debt, which limits our flexibility and imposes restrictions on us, and a downturn in economic or industry conditions may materially affect our ability to meet our future financial commitments and liquidity needs.

We have, and after this exchange offer will continue to have, a substantial amount of indebtedness. As of December 31, 2011, we had consolidated indebtedness of approximately $4.0 billion outstanding, representing approximately 53% of our total capitalization. Our ability to satisfy our debt, lease and royalty obligations, and our ability to refinance our indebtedness, will depend upon our future operating performance, which will be affected by prevailing economic conditions in the markets that we serve and financial, business and other factors, many of which are beyond our control. We may be unable to generate sufficient cash flow from operations and future borrowings or other financing may be unavailable in an amount sufficient to enable us to fund our future financial obligations or our other liquidity needs.

The amount and terms of our debt could have material consequences to our business, including, but not limited to:

- limiting our ability to obtain additional financing to fund growth, such as new lease-by-application acquisitions or other mergers and acquisitions, working capital, capital expenditures, debt service requirements or other cash requirements;
- exposing us to the risk of increased interest costs if the underlying interest rates rise;
- limiting our ability to invest operating cash flow in our business due to existing debt service requirements;
- making it more difficult to obtain surety bonds, letters of credit or other financing, particularly during weak credit markets;
- causing a decline in our credit ratings;
- limiting our ability to compete with companies that are not as leveraged and that may be better positioned to withstand economic downturns;
- limiting our ability to acquire new coal reserves and/or plant and equipment needed to conduct operations; and
- limiting our flexibility in planning for, or reacting to, and increasing our vulnerability to, changes in our business, the industry in which we compete and general economic and market conditions.

If we further increase our indebtedness, the related risks that we now face, including those described above, could intensify. In addition to the principal repayments on our outstanding debt, we have other demands on our cash resources, including capital expenditures and operating expense. Our ability to pay our debt depends upon our operating performance. In particular, economic conditions could cause our revenues to decline and hamper our ability to repay our indebtedness. If we do not have enough cash to satisfy our debt service obligations, we may be required to refinance all or part of our debt, sell assets or reduce our spending. We may not be able to, at any given time, refinance our debt or sell assets on terms acceptable to us or at all.

We are a holding company and depend on our subsidiaries to generate sufficient cash flow to meet our debt service obligations, including payments on the exchange notes.

We are a holding company, and substantially all of our consolidated assets are held by our subsidiaries. As a holding company, we conduct substantially all of our business through our subsidiaries. Accordingly, our cash flows and ability to meet our debt service obligations, including payments on the exchange notes, are largely dependent upon the earnings of our subsidiaries and the payment of such earnings to us in the form of dividends, distributions, loans or otherwise, and repayment of such loans or advances from us. These subsidiaries are separate and distinct legal entities, and we may not exercise sufficient control to cause them to provide us with funds for our payment obligations, whether by dividends, distributions, loans or otherwise. The ability of our subsidiaries to pay dividends or make other advances or transfer of funds will depend on their respective results of operations and may be restricted by, among other things, applicable law and contractual provisions limiting the amount of funds available to make dividends and agreements of those subsidiaries. For example, Arch Western Resources and its subsidiaries may only distribute or advance funds to us out of available cash, as defined in the indenture governing the Arch Western notes. In addition, the subsidiary of BP p.l.c. which owns a 1% membership interest in Arch Western Resources (the "BP Member") is entitled to receive cumulative preferred return distributions, with the preferred return being equal to an annual rate of 4% and calculated based on the BP Member's preferred capital account balance, which was approximately $2.4 million at December 31, 2011. Also, the BP Member's consent is required prior to any distribution by Arch Western Resources if Arch Western Resources, at that time, has a debt rating less favorable than Ba3 from Moody's or BB- from Standard & Poor's or fails to maintain an interest ratio of not greater than 3.0:1 and an indebtedness ratio of not greater than 3.5:1.

The exchange notes and the related guarantees will not be secured by any of our assets and therefore will be effectively subordinated to our existing and future secured indebtedness.

The exchange notes and the related guarantees will be general unsecured obligations ranking effectively junior in right of payment to all existing and future secured debt, including under our senior secured credit facility, to the extent of the collateral securing such debt. In addition, the indenture governing the exchange notes permits the incurrence of additional debt, some of which may be secured debt. In the event that Arch Coal or a guarantor is declared bankrupt, becomes insolvent or is liquidated or reorganized, creditors whose debt is secured by assets of Arch Coal or the guarantor, as the case may be, will be entitled to the remedies available to secured holders under applicable laws, including the foreclosure of the collateral securing such debt, before any payment may be made with respect to the exchange notes or the affected guarantees. As a result, there may be insufficient assets to pay amounts due on the exchange notes, and holders of the exchange notes may receive less, ratably, than holders of secured indebtedness. As of December 31, 2011, the total amount of secured debt that we had outstanding was $481.3 million, consisting entirely of amounts under our senior secured credit facility and our accounts receivable securitization program. We may also incur additional senior secured indebtedness.

The exchange notes are structurally subordinated to the existing and future liabilities of our subsidiaries that do not guarantee the exchange notes to the extent of the assets of such non-guarantor subsidiaries.

Some of our subsidiaries, including Arch Western Resources and its subsidiaries, will not guarantee the exchange notes. As a result, the exchange notes will be structurally subordinated to all existing and future liabilities of our subsidiaries that do not guarantee the exchange notes. Therefore, our rights and the rights of our creditors to participate in the assets of any subsidiary in the event that such a subsidiary is liquidated or reorganized are subject to the prior claims of such subsidiary's creditors. As a result, all indebtedness and other liabilities, including trade payables, of the non-guarantor

subsidiaries, whether secured or unsecured, must be satisfied before any of the assets of such subsidiaries would be available for distribution, upon a liquidation or otherwise, to us in order for us to meet our obligations with respect to the exchange notes. To the extent that we may be a creditor with recognized claims against any subsidiary, our claims would still be subject to the prior claims of such subsidiary's creditors to the extent that they are secured or senior to those held by us. Our subsidiaries may incur additional indebtedness and other liabilities.

As of December 31, 2011, our non-guarantor subsidiaries had approximately $557.3 million of total indebtedness, consisting of the Arch Western notes and $106.3 million of borrowings under our accounts receivable securitization program and excluding $225.0 million owed to Arch Coal pursuant to an intercompany note. The non-guarantor subsidiaries represented approximately 53% of our consolidated revenues for the year ended December 31, 2011 and at December 31, 2011 represented approximately 21% of our consolidated assets (excluding intercompany receivables).

Our ability to generate the significant amount of cash needed to pay interest and principal on the exchange notes and service our other debt and financial obligations and our ability to refinance all or a portion of our indebtedness or obtain additional financing depends on many factors beyond our control.

Our ability to make payments on and to refinance our indebtedness, including the exchange notes, depends on our ability to generate cash in the future. We are subject to general economic, climatic, industry, financial, competitive, legislative, regulatory and other factors that are beyond our control. In particular, economic conditions could cause the price of coal to fall, our revenue to decline and hamper our ability to repay our indebtedness, including the exchange notes. As a result, we may need to refinance all or a portion of our indebtedness, including the exchange notes, on or before maturity. Our ability to refinance debt or obtain additional financing will depend on, among other things:

- our financial condition at the time;
- restrictions in the indenture governing the exchange notes and any other indebtedness; and
- other factors, including financial market or coal industry conditions.

We may not be able to refinance any of our indebtedness, including the exchange notes, on commercially reasonable terms, or at all. If our operations do not generate sufficient cash flow from operations, and additional borrowings or refinancings are not available to us, we may not have sufficient cash to enable us to meet all of our obligations, including payments on the exchange notes.

The terms of the agreements governing our indebtedness contain significant restrictions that limit our operating and financial flexibility.

The indenture governing the original notes and the exchange notes and the agreements governing our and our subsidiaries' other indebtedness contain various covenants and other restrictions that limit our ability and the ability of our restricted subsidiaries to engage in specified types of transactions. These covenants and other restrictions limit our and our restricted subsidiaries' ability to, among other things:

- incur additional indebtedness;
- pay dividends on, repurchase or make distributions in respect of capital stock or make restricted payments;
- borrow the full amount under our credit facilities;
- make investments;
- create liens;

- issue and sell capital stock of subsidiaries;
- sell or transfer assets;
- enter into restrictions affecting the ability of restricted subsidiaries to make distributions, loans or advances to us;
- engage in transactions with affiliates;
- enter into sale and leasebacks; and
- consolidate, merge, sell or otherwise dispose of all or substantially all of our assets.

These restrictions on operations and financings, as well as those that may be contained in future debt agreements, may limit our ability to execute preferred business strategies. Moreover, if our operating results fall below current levels, we may be unable to comply with these covenants. If that occurs, our lenders, including holders of exchange notes, could accelerate the payment obligations with respect to that debt. If the payment obligations with respect to that debt are accelerated, we may not be able to repay all of that debt, in which case the indebtedness represented by your exchange notes may not be fully repaid, if it is repaid at all.

Despite our current levels of debt, we may still be able to incur substantially more debt. This could further exacerbate the risks associated with our substantial debt.

We may be able to incur additional debt in the future, including debt that is senior to your exchange notes. The terms of our senior secured credit facility, the indenture governing our outstanding 2016 notes and 2020 notes and the indenture governing the original notes and the exchange notes allow us to incur substantial amounts of additional debt, subject to certain limitations. As of December 31, 2011, we had availability of approximately $901.4 million under all lines of credit, as limited by customary financial covenants that may limit our total debt based on defined earnings measurements. If new debt is added to our current debt levels, the related risks we could face would be magnified.

If the exchange notes become rated investment grade by both Standard & Poor's and Moody's, certain covenants contained in the indenture governing the exchange notes will be terminated, and you will lose the protection of these covenants permanently, even if the exchange notes subsequently fall back below investment grade.

The indenture governing the exchange notes contains certain covenants that permanently will cease to be in effect from and after the first date when the exchange notes are rated investment grade by both Standard & Poor's and Moody's. These covenants restrict, among other things, our ability and the ability of our subsidiaries to:

- incur additional debt;
- make distributions;
- sell capital stock or other assets; and
- engage in transactions with affiliates.

Because these restrictions will not apply when the exchange notes are rated investment grade, we will be able to incur additional debt and consummate transactions that may impair our ability to satisfy our obligations with respect to the exchange notes. These covenants will not be restored even if the credit ratings assigned to the exchange notes subsequently below investment grade.

We may be unable to repurchase exchange notes in the event of a change of control as required by the indenture governing the exchange notes.

Upon the occurrence of certain kinds of change of control events specified in the indenture governing the exchange notes, you will have the right, as a holder of the exchange notes, to require us to repurchase all of your exchange notes at a repurchase price equal to 101% of their principal amount, plus accrued and unpaid interest, if any, to the date of repurchase. Holders of original notes that remain outstanding after completion of the exchange offer and holders of our 2016 notes and 2020 notes also will have the right to require us to repurchase their original notes, 2016 notes and 2020 notes, as the case may be, at a repurchase price equal to 101% upon the occurrence of any of those specified change of control events. Any change of control also would constitute a default under our senior secured credit facility. Therefore, upon the occurrence of a change of control, the lenders under our senior secured credit facilities would have the right to accelerate the payment obligations with respect to outstanding loans under our senior secured credit facility, and if so accelerated, we would be required to pay all of our outstanding obligations under such facility. We may not be able to pay you the required price for your exchange notes at that time because we may not have available funds to pay the repurchase price. In addition, the terms of other existing or future debt may prevent us from paying you. There can be no assurance that we would be able to repay such other debt or obtain consents from the holders of such other debt to repurchase your exchange notes. Any requirement to offer to purchase any outstanding exchange notes may result in us having to refinance our outstanding indebtedness, which we may not be able to do. In addition, even if we were able to refinance our outstanding indebtedness, such financing may be on terms unfavorable to us.

Federal and state fraudulent conveyance laws may permit a court to void the exchange notes and the related guarantees, and, if that occurs, you may not receive any payments on the exchange notes.

The issuance of the exchange notes and the related guarantees may be subject to review under federal and state fraudulent conveyance statutes. While the relevant laws may vary from state to state, under such laws the payment of consideration generally will be a fraudulent conveyance if:

- it was paid with the intent of hindering, delaying or defrauding creditors;
- we or any of the guarantors received less than fair consideration in return for issuing either the exchange notes or a guarantee, as applicable, and either:
  - we or the guarantor was insolvent, on the eve of insolvency or rendered insolvent by reason of the incurrence of the indebtedness; or
  - payment of the consideration left us or the guarantor with an unreasonably small amount of capital to carry on the business; or
- we or the guarantor intended to, or believed that we or it would, incur debts beyond our or its ability to pay the debt.

A court would likely find that we or a guarantor did not receive reasonably equivalent value or fair consideration for the exchange notes or any of such guarantees if we or the applicable guarantor did not substantially benefit directly or indirectly from the issuance of the exchange notes or the applicable guarantee. As a general matter, value is given for a transfer or an obligation if, in exchange for the transfer or obligation, property is transferred or antecedent debt is secured or satisfied. We cannot be certain as to the standards a court would use to determine whether or not we or the guarantors were solvent at the relevant time or, regardless of the standard that a court uses, that the issuance of the

guarantees would not be further subordinated to our or any of the guarantors' other debt. Generally, however, an entity would be considered insolvent if, at the time it incurred indebtedness:

- the sum of its debts, including contingent liabilities, was greater than the fair saleable value of all its assets;
- the present fair saleable value of its assets was less than the amount that would be required to pay its probably liability on its existing debts, including contingent liabilities as they become absolute and mature; or
- it could not pay its debts as they become due.

If a court were to find that the issuance of the exchange notes or a related guarantee was a fraudulent conveyance, the court could void the payment obligations under the exchange notes or such guarantee or subordinate the exchange notes or such guarantee to presently existing and future indebtedness, or require the holders of the exchange notes to repay any amounts received with respect to the exchange notes or such guarantee. In the event of a finding that a fraudulent conveyance occurred, you may not receive any repayment on the exchange notes. Further, the voidance of the exchange notes or a related guarantee could result in an event of default with respect to our other debt that could result in acceleration of the payment obligations with respect to that debt.

Although each guarantee entered into by a guarantor will contain a provision intended to limit that guarantor's liability to the maximum amount that it could incur without causing the incurrence of obligations under its guarantee to be a fraudulent transfer, this provision may not be effective to protect those guarantees from being voided under fraudulent transfer law, or may reduce that guarantor's obligation to an amount that effectively makes its guarantee worthless. In a recent Florida bankruptcy case, this kind of provision was found to be ineffective to protect guarantees. We do not know if that case will be followed if there is litigation on this point under the indenture governing the exchange notes. However, if it is followed, the risk that the guarantees will be found to be fraudulent conveyances will be significantly increased.

Your ability to transfer the exchange notes may be limited by the absence of an active trading market, and an active trading market may not develop for the exchange notes.

The exchange notes are an issue of securities for which there is no established trading market. We do not intend to list the exchange notes on any national or regional securities exchange or seek approval for quotation through any automated quotation system. An active trading market may not develop for the exchange notes. Subsequent to their initial issuance, the exchange notes may trade at a discount from the initial offering price of the original notes, depending upon prevailing interest rates, the market for similar notes, our operating performance and financial condition and other factors.

USE OF PROCEEDS

This exchange offer is intended to satisfy our obligations under the registration rights agreement. We will not receive any cash proceeds from the issuance of the exchange notes. In consideration for issuing the exchange notes as described in this prospectus, we will receive the original notes in like principal amount, the form and terms of which are the substantially the same as the form and terms of the exchange notes, except as otherwise described in this prospectus. The original notes surrendered in exchange for exchange notes will be retired and canceled upon consummation of the exchange offer and cannot be reissued. Accordingly, no additional incremental debt will result from the exchange offer. We have agreed to pay all expenses incidental to the exchange offer other than commissions and concessions of any broker or dealer and certain transfer taxes and will indemnify holders of the notes, including any broker-dealers, against certain liabilities, including liabilities under the Securities Act.

We received approximately $1,958.2 million in net proceeds in the aggregate from the offering of the original notes on June 14, 2011, after deducting fees and expenses related to the offering of the original notes. We used the net proceeds from the issuance and sale of the original notes and our concurrent common stock offering and borrowings under our senior secured credit facility to fund our acquisition of ICG and to pay related fees and expenses.

RATIO OF EARNINGS TO COMBINED FIXED CHARGES AND PREFERENCE DIVIDENDS

The table below sets forth our ratio of earnings to combined fixed charges and preference dividends on a consolidated basis for each of the time periods indicated.

	Year Ended December 31,				
	2011	2010	2009	2008	2007
Ratio of earnings to combined fixed charges and preference dividends(1)	1.49x	2.17x	1.26x	4.91x	2.37x

(1) Earnings consist of income from operations before income taxes and are adjusted to include only distributed income from affiliates accounted for on the equity method and fixed charges (excluding capitalized interest). Fixed charges consist of interest incurred on indebtedness, the portion of operating lease rentals deemed representative of the interest factor and the amortization of debt expense.

SELECTED HISTORICAL CONSOLIDATED FINANCIAL DATA

The selected historical consolidated financial data is derived from our audited consolidated financial statements as of December 31, 2011 and 2010 and for the years ended December 31, 2011, 2010 and 2009, which are incorporated by reference into this prospectus. The selected historical consolidated financial data of Arch Coal as of December 31, 2009, 2008 and 2007 and for the years ended December 31, 2008 and 2007 is derived from audited consolidated financial statements which are not incorporated by reference into this prospectus.

The historical results presented below are not necessarily indicative of results that you can expect for any future period. You should read this table in conjunction with our audited consolidated financial statements, including the related notes thereto, and "Management's Discussion and Analysis of Financial Condition and Results of Operations" incorporated by reference into this prospectus from our Annual Report on Form 10-K for the year ended December 31, 2011.

	Year Ended December 31,				
	2011(1)	2010(2)(3)	2009(4)	2008	2007(5)
	(Amounts in thousands, except per share data)				
Statement of Operations Data:					
Revenues	$ 4,285,895	$ 3,186,268	$ 2,576,081	$ 2,983,806	$ 2,413,644
Change in fair value of coal derivatives and trading activities, net	2,907	(8,924)	12,056	55,093	7,292
Acquisition and transaction costs	(54,676)	—	(13,726)	—	—
Income from operations	413,576	323,984	123,714	461,270	230,631
Non-operating expenses	(51,448)	(6,776)	—	—	(2,273)
Net income attributable to Arch Coal	141,683	158,857	42,169	354,330	174,929
Basic earnings per common share	$ 0.75	$ 0.98	$ 0.28	$ 2.47	$ 1.23
Diluted earnings per common share	$ 0.74	$ 0.97	$ 0.28	$ 2.45	$ 1.21
Balance Sheet Data:					
Total assets	$ 10,213,959	$ 4,880,769	$ 4,840,596	$ 3,978,964	$ 3,594,599
Working capital	162,106	207,568	55,055	46,631	(35,370)
Long-term debt, less current maturities	3,762,297	1,538,744	1,540,223	1,098,948	1,085,579
Other long-term obligations	864,667	566,728	544,578	482,651	412,484
Noncurrent deferred income tax liability	976,753	—	—	—	—
Arch Coal stockholders' equity	3,578,040	2,237,507	2,115,106	1,728,733	1,531,686
Common Stock Data:					
Dividends per share	$ 0.4300	$ 0.3900	0.3600	$ 0.3400	$ 0.2700
Shares outstanding at year-end	211,611	162,605	162,441	142,833	143,158
Cash Flow Data:					
Cash provided by operating activities	$ 642,242	$ 697,147	382,980	$ 679,137	$ 330,810
Depreciation, depletion and amortization, including amortization of acquired sales contracts, net	444,518	400,672	321,231	292,848	242,062
Capital expenditures	540,936	314,657	323,150	497,347	488,363
Acquisitions of businesses, net of cash acquired	2,894,339	—	768,819	—	—
Net proceeds from the issuance of long term debt	1,906,306	500,000	570,322	—	—
Net proceeds from the sale of common stock	1,267,933	—	326,452	—	—
Payments to retire debt, including redemption premium	605,178	505,627	—	—	—
Net increase (decrease) in borrowings under lines of credit and commercial paper program	424,396	(196,549)	(85,815)	13,493	133,476
Dividend payments	80,748	63,373	54,969	48,847	38,945
Operating Data:					
Tons sold	156,897	162,763	126,116	139,595	135,010
Tons produced	151,829	156,282	119,568	133,107	126,624
Tons purchased from third parties	5,557	6,825	7,477	6,037	8,495

(1) On June 15, 2011, we completed our acquisition of ICG, a leading coal producer, adding 12 mining complexes in Appalachia, one complex in the Illinois Basin and one mine under development in Appalachia, along with other coal reserves not currently in development. To finance the acquisition, we sold 48.7 million shares of our common stock and issued $2.0 billion in aggregate principal amount of senior unsecured notes. We directly expensed costs related to the financing and acquisition of $104.2 million.

(2) In the second quarter of 2010, we exchanged 68.4 million tons of coal reserves in the Illinois Basin for an additional 9% ownership interest in Knight Hawk Holdings, LLC (Knight Hawk), increasing our ownership to 42%. We recognized a pre-tax gain of $41.6 million on the transaction, representing the

difference between the fair value and net book value of the coal reserves, adjusted for our retained ownership interest in the reserves through the investment in Knight Hawk.

(3) On August 9, 2010, we issued $500.0 million in aggregate principal amount of 7.25% senior unsecured notes due in 2020 at par. We used the net proceeds from the offering and cash on hand to fund the redemption on September 8, 2010 of $500.0 million aggregate principal amount of our outstanding 6.75% senior notes due in 2013 at a redemption price of 101.125%. We recognized a loss on the redemption of $6.8 million.

(4) On October 1, 2009, we purchased the Jacobs Ranch mining complex in the Powder River Basin from Rio Tinto Energy America for a purchase price of $768.8 million. To finance the acquisition, we sold 19.55 million shares of our common stock and $600.0 million in aggregate principal amount of senior unsecured notes. The net proceeds received from the issuance of common stock were $326.5 million and the net proceeds received from the issuance of the 8.75% senior unsecured notes were $570.3 million.

(5) On June 29, 2007, we sold select assets and related liabilities associated with our Mingo Logan—Ben Creek mining complex in West Virginia for $43.5 million. We recognized a net gain of $8.9 million in 2007 resulting from the sale.

DESCRIPTION OF CERTAIN INDEBTEDNESS

Arch Coal Senior Notes Due 2016 and 2020

We have outstanding an aggregate principal amount of $600.0 million of 8.75% Senior Notes due 2016 that were issued at an initial issue price of 97.464% of face amount. Interest is payable on the 2016 notes on February 1 and August 1 of each year. The 2016 notes are guaranteed by most of our subsidiaries, except for Arch Western Resources and its subsidiaries and Arch Receivable Company, LLC. At any time on or after August 1, 2013, we may redeem some or all of the 2016 notes. The redemption price, reflected as a percentage of the principal amount, is: 104.375% for 2016 notes redeemed between August 1, 2013 and July 31, 2014; 102.188% for 2016 notes redeemed between August 1, 2014 and July 31, 2015; and 100% for 2016 notes redeemed on or after August 1, 2015. In addition, prior to August 1, 2012, at any time and on one or more occasions, we may redeem an aggregate principal amount of 2016 notes not to exceed 35% of the original aggregate principal amount of the 2016 notes outstanding with the proceeds of one or more public equity offerings, at a redemption price equal to 108.750%.

We also have outstanding an aggregate principal amount of $500.0 million of 7.25% Senior Notes due 2020 that were issued at an initial issue price of 100.000% of face amount. Interest is payable on the 2020 notes on April 1 and October 1 of each year. The 2020 notes are guaranteed by most of our subsidiaries, except for Arch Western Resources and its subsidiaries and Arch Receivable Company, LLC. At any time on or after October 1, 2015, we may redeem some or all of the 2020 notes. The redemption price reflected as a percentage of the principal amount is: 103.625% for 2020 notes redeemed between October 1, 2015 and September 30, 2016; 102.417% for 2020 notes redeemed between October 1, 2016 and September 30, 2017; 101.208% for 2020 notes redeemed between October 1, 2017 and September 30, 2018; and 100% for 2020 notes redeemed on or after October 1, 2018. In addition, prior to October 1, 2013, at any time and on one or more occasions, we may redeem an aggregate principal amount of 2020 notes not to exceed 35% of the original aggregate principal amount of the 2020 notes outstanding with the proceeds of one or more public equity offerings, at a redemption price equal to 107.250%.

The 2016 notes and 2020 notes are guaranteed by most of our subsidiaries, except for Arch Western and its subsidiaries and Arch Receivable Company, LLC. The respective indentures under which the 2016 notes and the 2020 notes were issued contain certain restrictive covenants that limit our ability and the ability of our subsidiaries to, among other things, incur additional debt, sell or transfer assets and make certain investments, pay dividends and enter into transactions with affiliates.

Arch Western Senior Notes Due 2013

Our subsidiary, Arch Western Finance LLC, has outstanding an aggregate principal amount of $450.0 million of 6.75% Senior Notes due 2013. Interest is payable on the Arch Western notes on January 1 and July 1 of each year. The Arch Western notes are guaranteed by Arch Western Resources and certain of its subsidiaries and are secured by an intercompany note from Arch Coal, Inc. to Arch Western Resources. The indenture under which the Arch Western notes were issued contains certain restrictive covenants that limit the respective abilities of Arch Western Resources and its subsidiaries to, among other things, incur additional debt, sell or transfer assets and make certain investments. Arch Western Resources is permitted to transfer money to Arch Coal, Inc. out of available cash (as defined in the indenture governing the Arch Western notes) in the form of intercompany loans, which are repayable on demand. Such loans are evidenced by Arch Coal intercompany notes that are pledged for the benefit of the holders of the Arch Western notes. Any claim by a holder of Arch Western notes on Arch Coal, Inc. through a realization of its collateral would rank equal in right of payment with the exchange notes. At any time, Arch Western Finance LLC may redeem some or all of the Arch Western notes at a redemption price equal to the principal amount of the Arch Western notes to be redeemed.

Senior Secured Credit Facility

Our secured revolving credit facility provides for borrowings of up to $2.0 billion and expires on June 14, 2016. We had borrowings outstanding under the revolving credit facility of $375.0 million at December 31, 2011. Borrowings under the credit facility bear interest at a floating rate based on LIBOR determined by reference to our leverage ratio, as calculated in accordance with the credit agreement governing the revolving credit facility (the "Credit Agreement"). Financial covenants contained in our revolving credit facility consist of a maximum leverage ratio, a maximum senior secured leverage ratio and a minimum interest coverage ratio. The leverage ratio requires that we not permit the ratio of total net funded debt (as defined in the Credit Agreement) at the end of any calendar quarter to EBITDA (as defined in the Credit Agreement) for the four quarters then ended to exceed a specified amount. The interest coverage ratio requires that we not permit the ratio of EBITDA (as defined in the Credit Agreement) at the end of any calendar quarter to the consolidated cash interest expense (as defined in the Credit Agreement) for the four quarters then ended to be less than a specified amount. The senior secured leverage ratio requires that we not permit the ratio of total net funded senior secured debt (as defined in the Credit Agreement) at the end of any calendar quarter to EBITDA (as defined in the Credit Agreement) for the four quarters then ended to exceed a specified amount. We were in compliance with all financial covenants at December 31, 2011.

Our obligations under our senior secured credit facility are guaranteed by the following subsidiaries as of the date of this prospectus:

- Allegheny Land Company
- Arch Coal Sales Company, Inc.
- Arch Coal Terminal, Inc.
- Arch Coal West, LLC
- Arch Development, LLC
- Arch Energy Resources, LLC
- Arch Reclamation Services, Inc.
- Ark Land Company
- Ark Land KH, Inc.
- Ark Land LT, Inc.
- Ark Land WR, Inc.
- Ashland Terminal, Inc.
- Bronco Mining Company, Inc.
- Catenary Coal Holdings, Inc.
- Coal-Mac, Inc.
- CoalQuest Development LLC
- Cumberland River Coal Company
- Hawthorne Coal Company, Inc.
- Hunter Ridge, Inc.
- Hunter Ridge Coal Company
- Hunter Ridge Holdings, Inc.
- ICG, Inc.
- ICG, LLC
- ICG ADDCAR Systems, LLC
- ICG Beckley, LLC
- ICG East Kentucky, LLC
- ICG Eastern, LLC
- ICG Eastern Land, LLC
- ICG Hazard, LLC
- ICG Hazard Land, LLC
- ICG Illinois, LLC
- ICG Knott County, LLC
- ICG Natural Resources, LLC
- ICG Tygart Valley, LLC
- International Coal Group, Inc.
- Juliana Mining Company, Inc.
- King Knob Coal Co., Inc.
- Lone Mountain Processing, Inc.
- Marine Coal Sales Company
- Melrose Coal Company, Inc.
- Mingo Logan Coal Company
- Mountain Gem Land, Inc.
- Mountain Mining, Inc.
- Mountaineer Land Company
- Otter Creek Coal, LLC
- Patriot Mining Company, Inc.
- Powell Mountain Energy, LLC
- Prairie Holdings, Inc.
- Shelby Run Mining Company, LLC
- Simba Group, Inc.
- Upshur Property, Inc.
- Vindex Energy Corporation
- Western Energy Resources, Inc.
- White Wolf Energy, Inc.
- Wolf Run Mining Company

The obligations of Arch Coal, Inc. and the guarantors under the senior secured credit facility are secured by substantially all of their assets, including Arch Coal's ownership interests in substantially all

of its subsidiaries, except its ownership interests in Arch Western Resources and its subsidiaries and in Arch Receivable Company, LLC.

Our senior secured credit facility restricts our ability to incur additional indebtedness, create liens, make investments or specified payments, give guarantees, pay dividends, make capital expenditures and merge or acquire or sell assets. In addition, certain additional covenants under our senior secured credit facility would be triggered if the unused borrowing availability were to fall below specified levels, including fixed charge coverage ratio requirements. Our senior secured credit facility contains customary events of default, including, without limitation, payment defaults, breaches of representations and warranties, covenant defaults, cross-defaults under other debt or hedging arrangements of Arch Coal, Inc. or any of the guarantors, certain events of bankruptcy and insolvency, judgment defaults and the failure of any guaranty or security document supporting the agreement to be in full force and effect.

Accounts Receivable Securitization

We are party to a $250.0 million accounts receivable securitization program whereby eligible trade receivables are sold, without recourse, to a multi-seller, asset-backed commercial paper conduit. The credit facility supporting the borrowings under the program is subject to renewal annually and expires December 11, 2012. Under the terms of the program, eligible trade receivables consist of trade receivables generated by our operating subsidiaries. Actual borrowing capacity is based on the allowable amounts of accounts receivable as defined under the terms of the agreement governing the program. We had outstanding borrowings of $106.3 million under the program at December 31, 2011 and had no borrowings outstanding at December 31, 2010. We had letters of credit outstanding under the securitization program of $96.6 million as of December 31, 2011. Although the participants in the program bear the risk of non-payment of purchased receivables, we have agreed to indemnify the participants with respect to various matters. The participants under the program will be entitled to receive payments reflecting a specified discount on amounts funded under the program, including drawings under letters of credit, calculated on the basis of the base rate or commercial paper rate, as applicable. We pay facility fees, program fees and letter of credit fees (based on amounts of outstanding letters of credit) at rates that vary with our leverage ratio. Under the program, we are subject to certain affirmative, negative and financial covenants customary for financings of this type, including restrictions related to, among other things, liens, payments, merger or consolidation and amendments to the agreements underlying the receivables pool. A termination event would permit the administrator to terminate the program and enforce any and all rights, subject to cure provisions, where applicable. Additionally, the program contains cross-default provisions, which would allow the administrator to terminate the program in the event of non-payment of other material indebtedness when due and any other event which results in the acceleration of the maturity of material indebtedness.

THE EXCHANGE OFFER

In connection with the issuance of the original notes, we and the guarantors entered into a registration rights agreement dated June 14, 2011 with Morgan Stanley & Co. LLC, PNC Capital Markets LLC, Merrill Lynch, Pierce, Fenner & Smith Incorporated, RBS Securities Inc. and Citigroup Global Markets Inc., acting as the representative of the initial purchasers of the original notes. Pursuant to the registration rights agreement, we agreed to use commercially reasonable efforts to (i) file a registration statement to register an offer to exchange the original notes for new notes registered under the Securities Act having substantially the same terms as the original notes and evidencing the same indebtedness as the original notes and (ii) cause the registration statement to be declared effective under the Securities Act. We also agreed to file and keep effective a shelf registration statement to cover resales of the original notes under certain circumstances.

We and the guarantors have agreed to use commercially reasonable efforts to cause the exchange offer to be completed within 365 days after the issuance of the original notes. If we fail to satisfy our registration obligations under the registration rights agreement, we will be required to pay additional interest to the holders of the original notes under certain circumstances. In the event that the exchange offer has not been consummated within 365 days after the issuance of the original notes, the interest rate on the original notes will be increased by 0.25% per annum for the first 90 days immediately following that date, and by an additional 0.25% per annum at the beginning of each subsequent 90-day-period, until the exchange offer has been consummated; *provided, however,* that the additional interest rate on the notes may not exceed at any one time in the aggregate 1.00% per annum. Following the consummation of the exchange offer, the accrual of any applicable additional interest shall cease.

Our obligations under the registration rights agreement to register an exchange offer will terminate upon the completion of the exchange offer. However, under certain limited circumstances specified in the registration rights agreement, we may be required to file a shelf registration statement for a continuous offer in connection with the original notes. We currently do not anticipate that we will register any resales of original notes under the Securities Act.

The following summary of certain provisions of the registration rights agreement does not purport to be complete and is subject to, and is qualified in its entirety by reference to, all the provisions of the registration rights agreement, a copy of which may be obtained as described under "Where You Can Find More Information." The registration rights agreement is incorporated by reference as an exhibit to the registration statement of which this prospectus forms a part.

The exchange offer will permit eligible holders of original notes to exchange their original notes for exchange notes with substantially identical terms, except that:

- the exchange notes generally will not be subject to the restrictions on transfer applicable to the original notes or bear restrictive legends;
- the exchange notes will not be entitled to registration rights; and
- the exchange notes will not have the right to earn additional interest under circumstances relating to our registration obligations.

The exchange notes will be issued under, and will be entitled to the benefits of, the same indenture that governs the original notes and will evidence the same debt as the original notes. The new 2019 notes and the original 2019 notes that remain outstanding after the consummation of the exchange offer will be treated as a single series of notes under the indenture governing the original notes and the exchange notes. Similarly, the new 2021 notes and the original 2021 notes that remain outstanding after the consummation of the exchange offer will be treated as a single series of notes under the indenture governing the original notes and the exchange notes.

General

We will issue exchange notes for tendered and accepted original notes promptly after expiration of the exchange offer. For each original note surrendered to us pursuant to the exchange offer, the holder of such original note will receive an exchange note having a principal amount equal to that of the surrendered original note. Interest on each exchange note will accrue from the last interest payment date on which interest was paid on the original note surrendered in exchange therefor.

In connection with the issuance of the original notes, we arranged for the original notes to be issued in the name of Cede & Co. (DTC's partnership nominee), as depositary. The global certificates representing the original notes were deposited with UMB Bank National Association, as trustee with respect to the original notes, as custodian for DTC. The exchange notes will also be issued in the form of global notes registered in the name of DTC or its nominee, as depositary, and each beneficial owner's interest in the exchange notes will be transferable in book-entry form through DTC. The global certificates representing the exchange notes will be deposited with UMB Bank National Association, as trustee with respect to the exchange notes, as custodian for DTC.

Holders of original notes do not have any appraisal or dissenters' rights in connection with the exchange offer. Original notes which are not tendered for exchange or are tendered but not accepted in connection with the exchange offer because they have not been validly tendered will remain outstanding and be entitled to the benefits of the indenture under which they were issued, including accrual of interest, but, subject to a limited exception, will not be entitled to any registration rights under the registration rights agreement. See "—Consequences of Failure to Tender."

We will be deemed to have accepted validly tendered original notes when and if we have given written notice to the exchange agent of our acceptance. The exchange agent will act as agent for the tendering holders for the purpose of receiving the exchange notes from us. If any tendered original notes are not accepted for exchange because of an invalid tender, the occurrence of other events described in this prospectus or otherwise, we will return the certificates for any unaccepted original notes, at our expense, to the tendering holder promptly upon the expiration or termination of the exchange offer. In the case of any such original notes tendered by book-entry transfer into the exchange agent's account at DTC, according to the procedures described in this prospectus, those original notes will be credited to an account maintained with DTC, for original notes, as soon as practicable after rejection of the tender or termination of the exchange offer.

The exchange offer is not being made to, nor will we accept tenders for exchange from, holders of the original notes in any jurisdiction in which the exchange offer or the acceptance of it would not be in compliance with the securities or blue sky laws of that jurisdiction.

Eligibility; Transferability

Under existing interpretations of the Securities Act by the staff of the SEC contained in several no-action letters to third parties that are not related to us, and subject to the immediately following sentence, we believe that the exchange notes will generally be freely transferable by holders after the exchange offer without further compliance with the registration and prospectus delivery requirements of the Securities Act (subject to certain representations required to be made by each holder of original, as set forth under "—Procedures for Tendering"). However, any holder of original notes who:

- is our "affiliate," as defined in Rule 405 under the Securities Act;
- is not acquiring the exchange notes in the exchange offer in the ordinary course of its business;
- is engaged in or intends to engage in, or has an arrangement or understanding with any person to participate in, a distribution, as defined in the Securities Act, of the exchange notes it will receive in the exchange offer;

- is holding original notes that have, or are reasonably likely to have, the status of an unsold allotment in the initial offering of original notes; or

- is acting on behalf of a person who, to its knowledge, falls into one of the above categories,

will not be able to rely on the interpretations of the staff of the SEC, will not be permitted to tender original notes in the exchange offer and, in the absence of any exemption, must comply with the registration and prospectus delivery requirements of the Securities Act in connection with any resale of the exchange notes.

Our belief that transfers of exchange notes would be permitted without registration or prospectus delivery under the conditions described above is based on SEC interpretations given to unrelated issuers in similar exchange offers. We cannot assure you that the SEC would make a similar interpretation with respect to this exchange offer. We do not intend to seek our own interpretation from the SEC with respect to this exchange offer. We will not be responsible for or indemnify you against any liability you may incur under the Securities Act in connection with any transfer of exchange notes.

Each broker-dealer that receives exchange notes for its own account in exchange for original notes that were acquired by the broker-dealer as a result of market-making or other trading activity must acknowledge that it will deliver a prospectus in connection with any resale of the exchange notes. See "Plan of Distribution."

Expiration of the Exchange Offer; Extensions; Amendments

The exchange offer will expire at 12:00 midnight, New York City time, at the end of , unless we extend the exchange offer. To extend the exchange offer, we will notify the exchange agent and each registered holder of any extension before 9:00 a.m., New York City time, on the next business day after the previously scheduled expiration date. We reserve the right to extend the exchange offer, delay accepting any tendered original notes or, if any of the conditions described below under the heading "—Conditions" have not been satisfied, to terminate the exchange offer. We do not currently intend to extend the expiration of the exchange offer. We will delay acceptance only due to an extension of the exchange offer. We also reserve the right to amend the terms of the exchange offer in any manner. We will give written notice of such delay, extension, termination or amendment to the exchange agent. If we amend the exchange offer in a manner that we consider material, we will disclose such amendment by means of a prospectus supplement, and we will extend the exchange offer to the extent required under applicable securities laws. If we determine to make a public announcement of any delay, extension, amendment or termination of the exchange offer, we will do so by making a timely release through an appropriate news agency. If we delay accepting any original notes or terminate the exchange offer, we promptly will pay the consideration offered, or return any original notes deposited, pursuant to the exchange offer as required by Rule 14e-1(c) under the Exchange Act.

Conditions

Notwithstanding any other term of the exchange offer, we will not be required to accept for exchange, or issue any exchange notes for, any original notes, and may terminate or amend the exchange offer before the expiration of the exchange offer, if:

- we determine that the exchange offer violates any law, statute, rule, regulation or interpretation by the staff of the SEC or any order of any governmental agency or court of competent jurisdiction; or

- any action or proceeding is instituted or threatened in any court or by or before any governmental agency relating to the exchange offer which, in our judgment, could reasonably be expected to impair our ability to proceed with the exchange offer.

The conditions listed above are for our sole benefit and may be asserted by us regardless of the circumstances giving rise to any of these conditions. We may waive these conditions in our discretion, in whole or in part, at any time and from time to time prior to the expiration date. The failure by us at any time to exercise any of the above rights shall not be considered a waiver of such right, and such right shall be considered an ongoing right which may be asserted at any time and from time to time.

In addition, we will not accept for exchange any original notes tendered, and no exchange notes will be issued in exchange for those original notes, if at any time any stop order is threatened or issued with respect to the registration statement for the exchange offer and the exchange notes or with respect to the qualification of the indenture governing the exchange notes under the Trust Indenture Act of 1939, as amended (the "Trust Indenture Act"). In any such event, we must use commercially reasonable efforts to obtain the withdrawal of any stop order as soon as practicable.

In addition, we will not be obligated to accept for exchange the original notes of any holder that has not made to us the representations described under "—Eligibility; Transferability" and "Plan of Distribution."

Procedures for Tendering

Delivery of Letter of Transmittal and Original Notes

Only a holder of record of original notes may tender original notes in the exchange offer. In order to tender original notes in the exchange offer, a holder of original notes must deliver a letter of transmittal and deliver the original notes to the exchange agent. Delivery of the original notes may be made by book-entry transfer to the exchange agent's account at DTC.

Specifically, to accept the exchange offer by delivery of a letter of transmittal and original notes, a holder must:

- complete, sign and date the letter of transmittal, or a facsimile of the letter of transmittal, have the signature on the letter of transmittal guaranteed if the letter of transmittal so requires and deliver the letter of transmittal or facsimile to the exchange agent, including all other required documents at the address set forth below under "—Exchange Agent", prior to the expiration of the exchange offer; and

- if a holder holds original notes in book-entry form, deliver the original notes so that the exchange agent receives timely confirmation of book-entry transfer of the original notes into the exchange agent's account at DTC prior to expiration of the exchange offer.

If the applicable letter of transmittal is signed by the record holder(s) of the original notes tendered, the signature must correspond with the name(s) written on the face of the original notes without alteration, enlargement or any change whatsoever. If the applicable letter of transmittal is signed by a participant in DTC, the signature must correspond with the name as it appears on the security position listing as the holder of the original notes.

A signature on a letter of transmittal or a notice of withdrawal must be guaranteed by an eligible guarantor institution. Eligible guarantor institutions include banks, brokers, dealers, municipal securities dealers, municipal securities brokers, government securities dealers, government securities brokers, credit unions, national securities exchanges, registered securities associations, clearing agencies and savings associations. The signature need not be guaranteed by an eligible guarantor institution if the original notes are tendered:

- by a registered holder which has not completed the box entitled "Special Issuance Instructions" or "Special Delivery Instructions" on the letter of transmittal; or

- for the account of an eligible institution.

If the letter of transmittal is signed by a person other than the registered holder of any original notes, the original notes must be endorsed or accompanied by a properly completed bond power. The bond power must be signed by the registered holder as the registered holder's name appears on the original notes, and an eligible guarantor institution must guarantee the signature on the bond power.

If the letter of transmittal or any original notes or bond powers are signed by trustees, executors, administrators, guardians, attorneys-in-fact, officers of corporations or others acting in a fiduciary or representative capacity, these persons should so indicate when signing. Unless we waive this requirement, they should also submit evidence satisfactory to us of their authority to deliver the letter of transmittal.

Automated Tender Offer Program

If a holder is a participant in DTC and is transferring its original notes in book-entry form through DTC, then the exchange agent and DTC have confirmed that such a holder may utilize the DTC ATOP procedures to tender original notes in lieu of delivering a letter of transmittal.

To use this alternative procedure:

- a holder may instruct DTC, in accordance with the ATOP system, to transmit on its behalf a computer-generated message to the exchange agent in which the holder of the original notes acknowledges and agrees to be bound by the terms of the letter of transmittal, which computer-generated message must be received by the exchange agent prior to 12:00 midnight, New York City time, at the end of the expiration date; and

- the exchange agent must receive, before expiration of the exchange offer, timely confirmation of book-entry transfer of original notes into the exchange agent's account at DTC, according to the procedure for book-entry transfer described below.

However, the exchange for any original notes tendered through the ATOP system will only be made after a book-entry confirmation of a book-entry transfer of original notes into the exchange agent's account and timely receipt by the exchange agent of an agent's message and any other documents required by the letter of transmittal. The term "agent's message" means a message, transmitted by DTC and received by the exchange agent and forming part of a book-entry confirmation, which states that DTC has received an express acknowledgment from a participant tendering original notes that are the subject of the book-entry confirmation that the participant has received and agrees to be bound by the terms of the letter of transmittal, and that we may enforce that agreement against the participant.

Additional Terms and Procedures

Regardless of whether a holder delivers a letter of transmittal or uses the ATOP system, a tender by a holder that is not validly withdrawn before expiration of the exchange offer will constitute an agreement between that holder and us in accordance with the terms and subject to the conditions set forth in this prospectus and in the letter of transmittal. If a holder completing a letter of transmittal tenders less than all of the original notes held by the holder, the tendering holder should fill in the applicable box of the letter of transmittal. The full amount of original notes delivered to the exchange agent will be deemed to have been tendered unless otherwise indicated.

The method of delivery of original notes and the letter of transmittal and all other required documents to the exchange agent is at the election and sole risk of the holder. Instead of delivery by mail, a holder should use an overnight or hand delivery service. In all cases, a holder should allow for sufficient time to ensure delivery to the exchange agent before the expiration of the exchange offer. A holder may request its broker, dealer, commercial bank, trust company or nominee to effect these

transactions for the holder. A holder should send any note, letter of transmittal or other required document only to the exchange agent and not directly to us.

Any beneficial owner whose original notes are registered in the name of a broker, dealer, commercial bank, trust company or other nominee and who wishes to tender original notes in the exchange offer should contact the applicable registered holder promptly and instruct it to tender on the beneficial owner's behalf. If the beneficial owner wishes to tender on its own behalf, it must, prior to completing and executing the letter of transmittal and delivering its original notes, either:

- make appropriate arrangements to register ownership of the original notes in the owner's name; or
- obtain a properly completed bond power from the registered holder of original notes.

A transfer of registered ownership may take considerable time and may not be completed prior to the expiration of the exchange offer.

We will determine in our sole discretion all questions as to the validity, form, eligibility (including time of receipt), acceptance and withdrawal of the tendered original notes. Our determination will be final and binding. We reserve the absolute right to reject any original notes not properly tendered or any original notes the acceptance of which would, in the opinion of our counsel, be unlawful. We also reserve the right to waive any defects, irregularities or conditions of tender as to particular original notes. Our interpretation of the terms and conditions of the exchange offer, including the instructions in the letter of transmittal, will be final and binding on all parties.

Unless waived, any defects or irregularities in connection with tenders of original notes must be cured within the time that we determine. Although we intend to notify holders of defects or irregularities with respect to tenders of original notes to the extent practicable, neither we, the exchange agent nor any other person will incur any liability for failure to give such notification. Tenders of original notes will not be deemed made until those defects or irregularities have been cured or waived. Any original notes received by the exchange agent that are not properly tendered and as to which the defects or irregularities have not been cured or waived will be returned by the exchange agent without cost to the tendering holder, unless otherwise provided in the letter of transmittal, as soon as practicable following the expiration date.

In all cases, we will issue exchange notes for original notes that we have accepted for exchange under the exchange offer only after the exchange agent timely receives:

- a properly completed and duly executed letter of transmittal and all other required documents or a properly transmitted agent's message through the ATOP system; and
- the original notes or a book-entry confirmation that the original notes have been transferred into the exchange agent's account at DTC.

Holders should receive copies of the applicable letter of transmittal with the prospectus. A holder may obtain copies of the applicable letter of transmittal for the original notes from the exchange agent by contacting the exchange agent by one of the means set forth below under "—Exchange Agent."

By signing the letter of transmittal, or causing DTC to transmit an agent's message to the exchange agent through the ATOP system, each tendering holder of original notes will, among other things, make the representations in the letter of transmittal described under "—Eligibility; Transferability."

Methods of Delivery of Original notes

The exchange agent will make a request to establish an account with respect to the original notes at DTC for purposes of the exchange offer within three business days after the date of this prospectus.

A holder whose notes are not held in certificated form must deliver the notes by making a book-entry transfer of the notes into this account, which must be received before the expiration of the exchange offer.

Withdrawal of Tenders

Except as otherwise provided in this prospectus, holders of original notes may withdraw their tenders at any time before expiration of the exchange offer. For a withdrawal to be effective, the exchange agent must receive a computer-generated notice of withdrawal transmitted by DTC on behalf of the holder in accordance with the standard operating procedures of DTC, or a written notice of withdrawal, which may be by telegram, telex, facsimile transmission or letter, delivered to the exchange agent by one of the means described below under "—Exchange Agent."

Any valid notice of withdrawal must:

- specify the name of the person having tendered the original notes to be withdrawn;
- identify the original notes to be withdrawn (including the certificate number(s) of the original notes physically delivered) and principal amount of such original notes, or, in the case of original notes transferred by book-entry transfer, the name of the account at DTC; and
- be signed by the holder in the same manner as the original signature on the letter of transmittal by which such original notes were tendered, with any required signature guarantees, or be accompanied by documents of transfer sufficient to have the trustee with respect to the original notes register the transfer of such original notes into the name of the person withdrawing the tender.

If original notes have been tendered pursuant to the procedure for book-entry transfer described above, any valid notice of withdrawal must specify the name and number of the account at DTC to be credited with the withdrawn original notes and otherwise comply with the procedures of the facility.

We will determine all questions as to the validity, form and eligibility, including time of receipt, of notices of withdrawal, and our determination shall be final and binding on all parties. We will deem any original notes so withdrawn not to have been validly tendered for exchange for purposes of the exchange offer. We will return any original notes that have been tendered for exchange but that are not exchanged for any reason to their holder without cost to the holder. In the case of original notes tendered by book-entry transfer into the exchange agent's account at DTC, according to the procedures described above, those original notes will be credited to an account maintained with DTC, for original notes, as soon as practicable after withdrawal, rejection of tender or termination of the exchange offer. You may retender properly withdrawn original notes by following one of the procedures described under "—Procedures for Tendering" above at any time before expiration of the exchange offer.

Exchange Agent

UMB Bank National Association has been appointed as exchange agent for the exchange offer. You should direct questions and requests for assistance, requests for additional copies of this

prospectus or of the letter of transmittal and requests for the notice of withdrawal to the exchange agent addressed as follows:

By Hand, Overnight Delivery or Mail (Registered or Certified Mail Recommended):	*By Facsimile Transmission (for eligible institutions only):*
UMB Bank, National Association 2 South Broadway, 6th Floor St. Louis, Missouri 63102 Attn.: Richard F. Novosak For Information Call: 314-612-8483	314-612-8499 Attn: Richard F. Novosak Fax cover sheets should provide a call back number and request a call back, upon receipt. *Confirm receipt by calling:* 314-612-8483

DELIVERY OF THE LETTER OF TRANSMITTAL TO AN ADDRESS OTHER THAN AS SHOWN ABOVE OR TRANSMISSION VIA FACSIMILE OTHER THAN AS SET FORTH ABOVE DOES NOT CONSTITUTE A VALID DELIVERY OF THE LETTER OF TRANSMITTAL.

Fees and Expenses

We will bear the expenses of soliciting tenders. The principal solicitation is being made by mail. However, we may make additional solicitations by telegraph, telephone or in person by our officers and regular employees and those of our affiliates.

We have not retained any dealer-manager in connection with the exchange offer and will not make any payments to broker-dealers or others soliciting acceptances of the exchange offer. We shall, however, pay the exchange agent reasonable and customary fees for its services and reimburse it for its related reasonable out-of-pocket expenses.

We will pay the cash expenses to be incurred in connection with the exchange offer, including the following:

- SEC registration fees;
- fees and expenses of the exchange agent and trustee;
- our accounting and legal fees; and
- our printing and mailing costs.

Transfer Taxes

We will pay all transfer taxes, if any, applicable to the exchange of original notes under the exchange offer, except as follows. The tendering holder will be required to pay any transfer taxes, whether imposed on the registered holder or any other person, if:

- exchange notes are to be delivered to, or issued in the name of, any person other than the registered holder of the original notes so exchanged;
- tendered original notes are registered in the name of any person other than the person signing the letter of transmittal; or
- a transfer tax is imposed for any reason other than the exchange of original notes under the exchange offer.

If satisfactory evidence of payment of transfer taxes is not submitted with the letter of transmittal, the amount of any transfer taxes will be billed to the tendering holder.

Accounting Treatment

We will record the exchange notes at the same carrying value as the original notes as reflected in our accounting records on the date of the exchange. Accordingly, we will not recognize any gain or loss for accounting purposes upon completion of the exchange offer.

Consequences of Failure to Tender

All untendered original notes will remain subject to the restrictions on transfer provided for in the original notes and in the indenture governing the original notes. Generally, the original notes that are not exchanged for exchange notes pursuant to the exchange offer will remain restricted securities. Accordingly, such original notes may be resold only:

- to us (upon redemption thereof or otherwise);
- pursuant to a registration statement which has been declared effective under the Securities Act;
- for so long as the original notes are eligible for resale pursuant to Rule l44A, to a person the holder of the original notes and any person acting on its behalf reasonably believes is a "qualified institutional buyer" as defined in Rule l44A, that purchases for its own account or for the account of another qualified institutional buyer, in each case to whom notice is given that the transfer is being made in reliance on Rule l44A; or
- pursuant to any other available exemption from the registration requirements of the Securities Act (in which case we and the trustee shall have the right to require the delivery of an opinion of counsel, certifications and/or other information satisfactory to us and the trustee),

in each case subject to compliance with any applicable foreign, state or other securities laws.

Upon completion of the exchange offer, due to the restrictions on transfer of the original notes and the absence of such restrictions applicable to the exchange notes, it is likely that the market, if any, for original notes will be relatively less liquid than the market for exchange notes. Consequently, holders of original notes who do not participate in the exchange offer could experience significant diminution in the value of their original notes, compared to the value of the exchange notes. The holders of original notes not tendered will have no further registration rights, except that, under limited circumstances, we may be required to file a shelf registration statement for a continuous offer of original notes. We currently do not anticipate that we will register any resales of original notes under the Securities Act.

DESCRIPTION OF THE EXCHANGE NOTES

Arch Coal issued the original notes and will issue the exchange notes under an Indenture dated as of June 14, 2011 (the "Indenture"), among Arch Coal, the Guarantors and UMB Bank National Association, as trustee (the "Trustee"). The 2019 Notes and the 2021 Notes are each referred to in this "Description of the Exchange Notes") as a "series." The Indenture has been filed as an exhibit to the registration statement of which this prospectus is a part. The Indenture complies with the Trust Indenture Act. The terms of the Notes include those stated in the Indenture and those made part of the Indenture by reference to certain provisions of the Trust Indenture Act.

On June 14, 2011, Arch Coal issued $1,000,000,000 aggregate principal amount of old 2019 notes and $1,000,000,000 aggregate principal amount of old 2021 notes under the Indenture. The terms of the exchange notes will be identical in all material respects to the terms of the original notes, except for certain transfer restrictions and registration and other rights relating to the exchange of the original notes for exchange notes. UMB Bank National Association, as trustee, will authenticate and deliver exchange notes for original issue in exchange for a like principal amount of original notes of the same series. The new 2019 notes and the old 2019 notes that remain outstanding after the consummation of the exchange offer will be treated as a single series of notes under the Indenture, including for purposes of determining whether the required percentage of holders have given their approval or consent to an amendment or waiver or joined in directing the trustee to take certain actions on behalf of all holders. Similarly, the new 2021 notes and the old 2021 notes that remain outstanding after the consummation of the exchange offer will be treated as a single series of notes under the Indenture. Accordingly, all references in this "Description of the Exchange Notes" to specified percentages in aggregate principal amounts of outstanding Notes shall be deemed to mean at any time after the exchange offer is consummated that percentage in aggregate principal amount of the old 2019 notes and the new 2019 notes or the old 2021 notes and the new 2021 notes, as the case may be, then outstanding. For purposes of this description, references to the "Notes" include the exchange notes and the original notes that remain outstanding after the consummation of the exchange offer.

You can find the definitions of certain terms used in this "Description of the Exchange Notes" under the subheading "—Certain Definitions." In this "Description of the Exchange Notes," the term "Arch Coal" refers only to Arch Coal, Inc. and not to any of its subsidiaries.

You are encouraged to read the Indenture and the Registration Rights Agreement because they, and not this "Description of the Exchange Notes"), define your rights as a holder of the Notes, including your registration rights. Copies of the Indenture and the Registration Rights Agreement are available upon request to Arch Coal at the address indicated under "Where You Can Find More Information."

Brief Description of the Notes and the Guarantees

The Notes

The Notes will:

- be Arch Coal's general unsecured obligations;
- be initially issued in the case of the 2019 Notes in an aggregate principal amount of $1,000.0 million and in the case of the 2021 Notes in an aggregate principal amount of $1,000.0 million, in both cases subject to Arch Coal's ability to issue additional Notes under certain circumstances;
- rank equally in right of payment with any and all of Arch Coal's existing and future Debt that is not subordinated in right of payment to the Notes, including the Arch Coal Senior Notes;

- be structurally subordinated to all existing and future Debt of Subsidiaries of Arch Coal that do not provide Note Guarantees, including the Arch Western Notes and the accounts receivable securitization program;

- be effectively subordinated to all existing and future secured Debt of Arch Coal to the extent of the assets securing such Indebtedness, including Debt under the Amended and Restated Credit Agreement;

- rank senior in right of payment with any and all of Arch Coal's future Debt that is subordinated in right of payment to the Notes; and

- be initially guaranteed on a senior basis by the Subsidiaries of Arch Coal that guarantee the repayment of Debt under the Amended and Restated Credit Agreement.

The Note Guarantees

Each Note Guarantee will:

- be a general unsecured obligation of the Guarantor that granted such Note Guarantee;

- be effectively subordinated to all existing and future secured Debt of such Guarantor to the extent of the assets securing such Debt, including Debt of the Guarantors with respect to the Credit Facilities;

- rank equally in right of payment with any and all of such Guarantor's existing and future Debt that is not subordinated in right of payment to its Note Guarantee, including its Guarantee of the Arch Coal Senior Notes; and

- rank senior in right of payment to any and all of such Guarantor's future Debt that is subordinated in right of payment to its Note Guarantee.

General

As of December 31, 2011:

- Arch Coal had $4.0 billion of indebtedness outstanding (including the original notes and excluding an intercompany note in an outstanding amount of $1.7 billion which is held by Arch Western and pledged for the benefit of the holders of the Arch Western Notes);

- on a combined basis, the Guarantors had total outstanding indebtedness of $4.6 million, excluding the Note Guarantees, Guarantees of the Arch Coal Senior Notes and Guarantees under the Amended and Restated Credit Agreement; and

- on a combined basis, the Subsidiaries that will not guarantee the Notes had (i) total Debt of $557.3 million, consisting of the Arch Western Notes and $106.3 million of borrowings under our accounts receivable securitization program and excluding $225.0 million owed to Arch Coal pursuant to an intercompany note, (ii) $1.3 billion of total liabilities, excluding $225.0 million owed to Arch Coal pursuant to an intercompany note, and (iii) total assets of approximately $2.2 billion, excluding the intercompany note in the outstanding amount of $1.7 billion which is held by Arch Western and pledged for the benefit of the holders of the Arch Western Notes.

Not all of Arch Coal's Subsidiaries will guarantee the Notes. In the event of a bankruptcy, liquidation or reorganization of any of these non-guarantor Subsidiaries, the non-guarantor Subsidiaries will be required to repay financial and trade creditors before distributing any assets to Arch Coal or a Guarantor. For the year ended December 31, 2011, the non-guarantor Subsidiaries generated approximately 53% of Arch Coal's consolidated revenues.

As of the date of this prospectus, substantially all of Arch Coal's Subsidiaries are "Restricted Subsidiaries." However, under the circumstances described below under the caption "—Certain Covenants—Designation of Restricted and Unrestricted Subsidiaries," Arch Coal is permitted to designate certain of its Subsidiaries as "Unrestricted Subsidiaries." Arch Coal's Unrestricted Subsidiaries are not subject to any of the restrictive covenants in the Indenture. Arch Coal's Unrestricted Subsidiaries will not guarantee the Notes.

Holding Company Structure

Arch Coal is a holding company for its Subsidiaries and has no material operations of its own and only limited assets. Accordingly, Arch Coal is dependent upon the distribution of the earnings of its Subsidiaries, whether in the form of dividends, advances or payments on account of intercompany obligations, to service its debt obligations.

Principal, Maturity and Interest

Arch Coal is issuing up to $1,000,000,000 aggregate principal amount of new 2019 notes and up to $1,000,000,000 aggregate principal amount of new 2021 notes in this exchange offer. In addition, subject to compliance with the limitation described under "—Certain Covenants—Limitation on Debt," Arch Coal may in the future issue an unlimited principal amount of additional Notes of each series from time to time after this exchange offer under the same Indenture (the "Additional Notes") without the consent of the Holders of such series of Notes. Any Additional Notes that Arch Coal issues in the future will be identical in all respects to the applicable series of Notes and will form a single series with the applicable series of Notes, except that Additional Notes issued in the future will have different issuance dates, may have different issuance prices and may not be fungible for trading purposes with the applicable series of Notes. Arch Coal will issue Notes only in fully registered form without coupons, in minimum denominations of $2,000 and integral multiples of $1,000 in excess thereof.

The 2019 Notes will mature on June 15, 2019, and the 2021 Notes will mature on June 15, 2021.

The 2019 Notes will bear interest at the rate of 7.000% per year, and the 2021 Notes will bear interest at the rate of 7.250% per year. Interest on each series of the Notes will be payable semi-annually in arrears on June 15 and December 15, commencing on December 15, 2011. Arch Coal will pay interest to those persons who were Holders of record on the June 1 or December 1 immediately preceding each interest payment date. Interest on the Notes will accrue from the date of the last interest payment date. Interest will be computed on the basis of a 360-day year comprised of twelve 30-day months.

Note Guarantees

The Notes will initially be guaranteed by each Restricted Subsidiary of Arch Coal that guarantees Debt under the Amended and Restated Credit Agreement or any other capital markets Debt. The Guarantors will consist of substantially all of Arch Coal's Subsidiaries other than Arch Western and its Subsidiaries and Arch Receivable Company LLC. The Indenture will also require that each existing and future Restricted Subsidiary that is not otherwise a Guarantor that Guarantees or secures the payment of any other Debt of Arch Coal or any of its Restricted Subsidiaries under the Amended and Restated Credit Agreement will be required to Guarantee the Notes as described below under the caption "—Certain Covenants—Guarantors by Restricted Subsidiaries."

Each of the Guarantors will unconditionally guarantee, on a joint and several basis with all other Guarantors, all of Arch Coal's obligations under the Notes, including its obligations to pay principal, interest, and premium, if any, with respect to the Notes. The Note Guarantees will be general unsecured obligations of the Guarantors and rank *pari passu* with all existing and future Debt of the Guarantors that is not, by its terms, expressly subordinated in right of payment to the Guarantees. The

obligations of each Guarantor will be limited to the maximum amount which, after giving effect to all other contingent and fixed liabilities of such Guarantor and after giving effect to any collections from or payments made by or on behalf of any other Guarantor in respect of the obligations of such other Guarantor under its Guarantee or pursuant to its contribution obligations under the Indenture, will result in the obligations of such Guarantor under its Guarantee not constituting a fraudulent conveyance or fraudulent transfer under federal or state law. See "Risk Factors—Risks Related to the Exchange Notes—Federal and state fraudulent conveyance laws may permit a court to void the exchange notes and the related guarantees, and, if that occurs, you may not receive any payments on the exchange notes." Each Guarantor that makes a payment or distribution under a Note Guarantee will be entitled to a contribution from each other Guarantor in a pro rata amount, based on the net assets of each Guarantor determined in accordance with GAAP. Except as provided in "Certain Covenants—Limitation on Asset Sales," Arch Coal will not be restricted from selling or otherwise disposing of any of the Guarantors.

The Indenture provides that:

(i) in the event of a sale or other disposition, by way of merger, consolidation or otherwise, of the Capital Stock of any Guarantor, after which the applicable Guarantor is no longer a Restricted Subsidiary, such Guarantor will be released and relieved of any obligations under its Guarantee; *provided* that the Net Available Cash from such sale or other disposition is applied in accordance with the applicable provisions of the Indenture. See "Certain Covenants—Limitation on Asset Sales;"

(ii) upon the release or discharge of the Guarantee of the Amended and Restated Credit Agreement or the Guarantee of a Guarantor that resulted in the creation of the Note Guarantee of such Guarantor, except a discharge or release by or as a result of payment under such other Guarantee, such Guarantor will be released and relieved of any obligations under its Note Guarantee;

(iii) upon the designation of any Guarantor as an Unrestricted Subsidiary in accordance with the terms of the Indenture, such Guarantor will be released and relieved of any obligations under its Note Guarantee; and

(iv) upon the satisfaction and discharge of the Indenture as described under "—Satisfaction and Discharge," or upon the defeasance of the Indenture as described under "—Defeasance," each Guarantor will be released and relieved of any obligations under its Note Guarantee.

Optional Redemption

2019 Notes

Except as set forth in the following two paragraphs, the 2019 Notes will not be redeemable at the option of Arch Coal prior to June 15, 2015. Starting on that date, Arch Coal may redeem all or any portion of the 2019 Notes, at once or over time, upon not less than 30 nor more than 60 days' prior notice. The 2019 Notes may be redeemed at the redemption prices set forth below, plus accrued and unpaid interest to the redemption date (subject to the right of Holders of record on the relevant record date to receive interest, if any, due on the relevant interest payment date). The following prices are for

2019 Notes redeemed during the 12-month period commencing on June 15 of the years set forth below, and are expressed as percentages of principal amount:

Year	Redemption Price
2015	103.500%
2016	101.750%
2017 and thereafter	100.000%

In addition, at any time and from time to time, prior to June 15, 2014, on one or more occasions, Arch Coal may redeem an aggregate principal amount of 2019 Notes not to exceed 35% of the aggregate principal amount of the 2019 Notes (calculated giving effect to any issuance of Additional Notes of that series) with the proceeds of one or more Equity Offerings, at a redemption price equal to 107.000% of the principal amount thereof, plus accrued and unpaid interest to the redemption date (subject to the right of Holders of record on the relevant record date to receive interest due on the relevant interest payment date); *provided, however*, that after giving effect to any such redemption, at least 65% of the aggregate principal amount of the 2019 Notes (calculated giving effect to any issuance of Additional Notes of that series) remains outstanding immediately after the occurrence of such redemption (excluding any 2019 Notes held by Arch Coal or any of its Subsidiaries). Any such redemption shall be made within 90 days after the date of the closing of such Equity Offering.

At any time prior to June 15, 2015, Arch Coal may, at its option, on one or more occasions redeem all or any portion of the 2019 Notes, upon not less than 30 nor more than 60 days' prior notice, at a redemption price equal to 100% of the principal amount of the 2019 Notes redeemed plus the 2019 Notes Applicable Premium as of the date of redemption, and, without duplication, accrued and unpaid interest, if any, to the redemption date (subject to the rights of Holders of record on the relevant record date to receive interest due on the relevant interest payment date).

2021 Notes

Except as set forth in the following two paragraphs, the 2021 Notes will not be redeemable at the option of Arch Coal prior to June 15, 2016. Starting on that date, Arch Coal may redeem all or any portion of the 2021 Notes, at once or over time, upon not less than 30 nor more than 60 days' prior notice. The 2021 Notes may be redeemed at the redemption prices set forth below, plus accrued and unpaid interest to the redemption date (subject to the right of Holders of record on the relevant record date to receive interest, if any, due on the relevant interest payment date). The following prices are for 2021 Notes redeemed during the 12-month period commencing on June 15 of the years set forth below, and are expressed as percentages of principal amount:

Year	Redemption Price
2016	103.625%
2017	102.417%
2018	101.208%
2019 and thereafter	100.000%

In addition, at any time and from time to time, prior to June 15, 2014, on one or more occasions, Arch Coal may redeem an aggregate principal amount of 2021 Notes not to exceed 35% of the aggregate principal amount of the 2021 Notes (calculated giving effect to any issuance of Additional Notes of that series) with the proceeds of one or more Equity Offerings, at a redemption price equal to 107.250% of the principal amount thereof, plus accrued and unpaid interest to the redemption date (subject to the right of Holders of record on the relevant record date to receive interest due on the

relevant interest payment date); *provided*, *however*, that after giving effect to any such redemption, at least 65% of the aggregate principal amount of the 2021 Notes (calculated giving effect to any issuance of Additional Notes of that series) remains outstanding immediately after the occurrence of such redemption (excluding any 2021 Notes held by Arch Coal or any of its Subsidiaries). Any such redemption shall be made within 90 days after the date of the closing of such Equity Offering.

At any time prior to June 15, 2016, Arch Coal may, at its option, on one or more occasions redeem all or any portion of the 2021 Notes, upon not less than 30 nor more than 60 days' prior notice, at a redemption price equal to 100% of the principal amount of the 2021 Notes redeemed plus the 2021 Notes Applicable Premium as of the date of redemption, and, without duplication, accrued and unpaid interest, if any, to the redemption date (subject to the rights of Holders of record on the relevant record date to receive interest due on the relevant interest payment date).

Sinking Fund; Open Market Purchases

There will be no mandatory redemption or sinking fund payments for the Notes. Arch Coal may at any time and from time to time purchase Notes in the open market or otherwise.

Repurchase at the Option of Holders Upon a Change of Control

Upon the occurrence of a Change of Control, unless Arch Coal has previously or concurrently mailed a redemption notice with respect to all outstanding Notes as described under "—Optional Redemption," each Holder of Notes shall have the right to require Arch Coal to repurchase all or any part of such Holder's Notes pursuant to the offer described below (the "Change of Control Offer") at a purchase price (the "Change of Control Purchase Price") equal to 101% of the principal amount thereof, plus accrued and unpaid interest, if any, to the repurchase date (subject to the right of Holders of record on the relevant record date to receive interest due on the relevant interest payment date). If the repurchase date is after a record date and on or before the relevant interest payment date, accrued and unpaid interest, if any, will be paid to the person or entity in whose name the Note is registered at the close of business on that record date, and no additional interest will be payable to Holders whose Notes shall be subject to repurchase.

Within 30 days following any Change of Control, Arch Coal shall:

(a) cause a notice of the Change of Control Offer to be sent at least once to the Dow Jones News Service or similar business news service in the United States; and

(b) send or cause to be sent, by first-class mail, with a copy to the Trustee, to each Holder of Notes, at such Holder's address appearing in the Security Register, a notice stating:

(1) that a Change of Control has occurred and a Change of Control Offer is being made pursuant to the covenant entitled "Repurchase at the Option of Holders Upon a Change of Control" and that all Notes properly tendered will be accepted for payment;

(2) the Change of Control Purchase Price and the repurchase date, which shall be, subject to any contrary requirements of applicable law, a business day no earlier than 30 days nor later than 60 days from the date such notice is mailed; and

(3) the procedures that Holders of Notes must follow in order to tender their Notes (or portions thereof) for payment, and the procedures that Holders of Notes must follow in order to withdraw an election to tender Notes (or portions thereof) for payment.

Arch Coal will not be required to make a Change of Control Offer following a Change of Control if a third party makes the Change of Control Offer in the manner, at the times and otherwise in compliance with the requirements set forth in the Indenture applicable to a Change of Control Offer made by Arch Coal and purchases all Notes validly tendered and not withdrawn under such Change of

Control Offer. Notwithstanding anything to the contrary herein, a Change of Control Offer may be made in advance of a Change of Control, conditional upon such Change of Control, if a definitive agreement is in place for the Change of Control at the time of making of the Change of Control Offer.

With respect to the Notes, if Holders of not less than 95% in aggregate principal amount of the outstanding Notes of a series validly tender and do not withdraw such Notes in a Change of Control Offer and Arch Coal, or any third party making a Change of Control Offer in lieu of Arch Coal as described above, purchases all of the Notes of a series validly tendered and not withdrawn by such Holders, Arch Coal or such third party will have the right, upon not less than 30 nor more than 60 days' prior notice, given not more than 30 days following such purchase pursuant to the Change of Control Offer described above, to redeem all Notes of the series that remain outstanding following such purchase at a price in cash equal to the applicable Change of Control Purchase Price plus, to the extent not included in the Change of Control Purchase Price, accrued and unpaid interest, if any, thereon, to the date of redemption.

Arch Coal will comply, to the extent applicable, with the requirements of Section 14(e) of the Exchange Act and any other securities laws or regulations in connection with the repurchase of Notes pursuant to a Change of Control Offer. To the extent that the provisions of any securities laws or regulations conflict with the provisions of this covenant, Arch Coal will comply with the applicable securities laws and regulations and will not be deemed to have breached its obligations under this covenant by virtue of such compliance.

Arch Coal has no present intention to engage in a transaction involving a Change of Control, although it is possible that it could decide to do so in the future. Subject to certain covenants described below, Arch Coal could, in the future, enter into certain transactions, including acquisitions, refinancings or other recapitalizations, that would not constitute a Change of Control under the Indenture, but that could increase the amount of debt outstanding at such time or otherwise affect its capital structure or credit ratings.

The definition of Change of Control includes a phrase relating to the sale, transfer, assignment, lease, conveyance or other disposition of "all or substantially all" of the Property of Arch Coal and its Restricted Subsidiaries, considered as a whole. Although there is a developing body of case law interpreting the phrase "substantially all," there is no precise established definition of the phrase under applicable law. Accordingly, if Arch Coal and its Restricted Subsidiaries, considered as a whole, dispose of less than all of this Property by any of the means described above, the ability of a Holder of Notes to require Arch Coal to repurchase its Notes may be uncertain. In such a case, Holders of the Notes may not be able to resolve this uncertainty without resorting to legal action. In addition, Holders of Notes may not be entitled to require Arch Coal to repurchase their Notes in certain circumstances involving a significant change in the composition of the Board of Directors of Arch Coal, including in connection with a proxy contest, where Arch Coal's Board of Directors does not endorse a dissident slate of directors but approves them for purposes of the Indenture.

The Amended and Restated Credit Agreement provides that the debt thereunder be repaid upon the occurrence of certain events that would constitute a change of control thereunder. Future Debt of Arch Coal may contain similar provisions. In addition, Arch Coal's ability to pay cash to Holders of Notes upon a repurchase may be limited by Arch Coal's then existing financial resources. Arch Coal cannot assure you that sufficient funds will be available when necessary to make any required repurchases. Arch Coal's failure to repurchase Notes in connection with a Change of Control would result in a default under the Indenture. Such a default could, in turn, constitute a default under other debt of Arch Coal and its Subsidiaries. Arch Coal's obligation to make an offer to repurchase the Notes of a series as a result of a Change of Control may be waived or modified at any time prior to the occurrence of such Change of Control with the written consent of the Holders of at least a majority in aggregate principal amount of the Notes of the applicable series. See "—Amendments and Waivers."

Certain Covenants

Covenant Termination. Set forth below are summaries of certain covenants that are contained in the Indenture. Upon the first date that:

(a) the Notes have Investment Grade Ratings from both Rating Agencies; and

(b) no Default or Event of Default has occurred and is continuing under the Indenture,

Arch Coal and its Restricted Subsidiaries will cease to be subject to the following provisions of the Indenture:

- "—Limitation on Debt;"
- "—Limitation on Restricted Payments;"
- "—Limitation on Asset Sales;"
- "—Limitation on Restrictions on Distributions from Restricted Subsidiaries;"
- "—Limitation on Transactions with Affiliates;"
- "—Designation of Restricted and Unrestricted Subsidiaries;" and
- clause (d) of the first paragraph of "—Merger, Consolidation and Sale of Property."

As a result, the Notes will be entitled to substantially less protection from and after the date of termination of the covenants.

Limitation on Debt. Arch Coal shall not, and shall not permit any Restricted Subsidiary to, Incur, directly or indirectly, any Debt unless, after giving effect to the application of the proceeds thereof, no Default or Event of Default would occur as a consequence of such Incurrence or be continuing following such Incurrence and either:

(1) such Debt is Debt of Arch Coal or a Guarantor, and, after giving effect to the Incurrence of such Debt and the application of the proceeds thereof, Consolidated Interest Coverage Ratio of Arch Coal would be at least 2.0 to 1.0, or

(2) such Debt is Permitted Debt.

The term "Permitted Debt" is defined to include the following:

(a) Debt under Credit Facilities (including, without limitation, the Incurrence of Guarantees thereof) in an aggregate principal amount at any one time outstanding pursuant to this clause (a) not to exceed the greater of (i) $3,000.0 million, *less* the aggregate amount of all Net Available Cash from Asset Sales applied by Arch Coal or any Restricted Subsidiary to Repay any such Debt pursuant to the covenant described below under the caption "—Limitation on Asset Sales" and (ii) an amount equal to 3.0 times Arch Coal's EBITDA with respect to Arch Coal's most recent four full fiscal quarters for which internal financial statements of Arch Coal are available, calculated on a pro forma basis consistent with the definition of Consolidated Interest Coverage Ratio;

(b) Debt of Arch Coal and any Restricted Subsidiary evidenced by the Notes issued on the Issue Date and the Note Guarantees thereof and any Exchange Notes in respect of such Notes and the related Note Guarantees thereof;

(c) Debt of Arch Western evidenced by the Arch Western Notes which are outstanding on the Issue Date and the Guarantees thereof by Arch Western and its Subsidiaries;

(d) Debt of Arch Coal or a Restricted Subsidiary in respect of Capital Lease Obligations and Purchase Money Debt; *provided* that the aggregate principal amount of all Debt Incurred and then

outstanding pursuant to this clause (d) (together with all Permitted Refinancing Debt Incurred and then outstanding in respect of Debt previously Incurred pursuant to this clause (d)) does not exceed, at any one time outstanding, the greater of (x) $750.0 million and (y) 7.5% of Consolidated Net Tangible Assets;

(e) Debt of Arch Coal owing to and held by any Restricted Subsidiary and Debt of a Restricted Subsidiary owing to and held by Arch Coal or any Restricted Subsidiary; *provided*, *however*, that any subsequent issue or transfer of Capital Stock that results in any such Restricted Subsidiary ceasing to be a Restricted Subsidiary or any subsequent transfer of any such Debt (except the Arch Coal Promissory Notes, to Arch Coal or a Restricted Subsidiary or any pledge of such Debt constituting a Permitted Lien) shall be deemed, in each case, to constitute the Incurrence of such Debt by the issuer thereof;

(f) Debt under Interest Rate Agreements entered into by Arch Coal or a Restricted Subsidiary in the ordinary course of business;

(g) Debt under Currency Exchange Protection Agreements entered into by Arch Coal or a Restricted Subsidiary in the ordinary course of business;

(h) Debt under Commodity Price Protection Agreements entered into by Arch Coal or a Restricted Subsidiary in the ordinary course of business;

(i) Debt in connection with one or more standby letters of credit, performance bonds, bid bonds, appeal bonds, bankers acceptances, insurance obligations, surety bonds, completion guarantees or other similar bonds and obligations, including self-bonding arrangements, issued by Arch Coal or a Restricted Subsidiary in the ordinary course of business or pursuant to self-insurance obligations and not in connection with the borrowing of money or the obtaining of advances;

(j) Debt of Arch Coal or any Restricted Subsidiary under one or more unsecured commercial paper facilities in an aggregate amount pursuant to this clause (j) (including all Permitted Refinancing Debt Incurred and then outstanding in respect of Debt previously Incurred pursuant to this clause (j)) not to exceed $150.0 million at any one time outstanding;

(k) Debt of Arch Coal or a Restricted Subsidiary outstanding on the Issue Date not otherwise described in clauses (a) through (j) above or (l) through (s) below, including the Arch Coal Senior Notes and the related Guarantees thereof;

(l) other Debt of Arch Coal or any Restricted Subsidiary in an aggregate principal amount outstanding at any one time not to exceed the greater of (1) $500.0 million and (2) 5.0% of Consolidated Net Tangible Assets;

(m) Permitted Refinancing Debt Incurred in respect of Debt Incurred pursuant to clause (1) of the first paragraph of this covenant and clauses (b), (c), (d), (j), (k), and this clause (m);

(n) Debt consisting of installment payment obligations owed to any governmental agency in connection with the acquisition of coal leases or oil, gas or other real property interests in the ordinary course of business;

(o) Debt Incurred by Arch Coal or any of its Restricted Subsidiaries arising from agreements providing for indemnification, adjustment of purchase price or similar obligations, or guarantees or letters of credit, surety bonds or performance bonds securing any obligations of Arch Coal or any of its Restricted Subsidiaries pursuant to such agreements, in any case Incurred in connection with the disposition of any business, assets or Capital Stock of a Restricted Subsidiary (other than Guarantees of Debt Incurred by any Person acquiring all or any portion of such business, assets or Capital Stock of a Restricted Subsidiary for the purpose of financing such acquisition), so long as

the amount does not exceed the gross proceeds actually received by Arch Coal or any Restricted Subsidiary thereof in connection with such disposition;

(p) Debt Incurred by Arch Coal or any of its Restricted Subsidiaries arising from the honoring by a bank or other financial institution of a check, draft or similar instrument drawn against insufficient funds in the ordinary course of business, *provided*, *however*, that such Debt is extinguished within five business days of its Incurrence;

(q) Debt Incurred by Arch Coal to the extent that the net proceeds thereof are promptly deposited to defease or to satisfy and discharge the Notes;

(r) Debt of a Receivables Subsidiary in respect of a Receivables Facility, which is non-recourse to Arch Coal or any other Restricted Subsidiary in any way other than Standard Securitization Undertakings;

(s) Debt of Persons that are acquired by Arch Coal or any of its Restricted Subsidiaries or merged into a Restricted Subsidiary in accordance with the terms of the Indenture; *provided*, *however*, that such Debt is not Incurred in contemplation of such acquisition or merger or to provide all or a portion of the funds or credit support required to consummate such acquisition or merger; *provided further*, that, after giving effect to such acquisition and the Incurrence of such Debt, (x) Arch Coal would be permitted to Incur at least $1.00 of additional Debt pursuant to clause (1) of the first paragraph of this covenant or (y) the Consolidated Interest Coverage Ratio of Arch Coal and its Restricted Subsidiaries would be equal to or greater than immediately prior to such acquisition or merger; or

(t) Debt of Foreign Subsidiaries of Arch Coal in an aggregate principal amount outstanding at any one time not to exceed the greater of (1) $500.0 million and (2) 5.0% of Consolidated Net Tangible Assets.

Notwithstanding anything to the contrary contained in this covenant, accrual of interest, accretion or amortization of original issue discount and the payment of interest or dividends in the form of additional Debt, will be deemed not to be an Incurrence of Debt for purposes of this covenant.

For purposes of determining compliance with any U.S. dollar-denominated restriction on the Incurrence of Debt, the U.S. dollar-equivalent principal amount of Debt denominated in a foreign currency shall be calculated based on the relevant currency exchange rate in effect on the date such Debt was Incurred, in the case of term debt, or first committed, in the case of revolving credit debt; *provided* that if such Debt is Incurred to refinance other Debt denominated in a foreign currency, and such refinancing would cause the applicable U.S. dollar denominated restriction to be exceeded if calculated at the relevant currency exchange rate in effect on the date of such refinancing, such U.S. dollar-denominated restriction shall be deemed not to have been exceeded so long as the principal amount of such refinancing Debt does not exceed the principal amount of such Debt being refinanced, plus the amount of any reasonable premium (including reasonable tender premiums), defeasance costs and any reasonable fees and expenses incurred in connection with the issuance of such new Debt.

The principal amount of any Debt Incurred to refinance other Debt, if Incurred in a different currency from the Debt being refinanced, shall be calculated based on the currency exchange rate applicable to the currencies in which such respective Debt is denominated that is in effect on the date of such refinancing.

For purposes of determining compliance with this covenant in the event that an item of Debt meets the criteria of more than one of the categories of Permitted Debt described in clauses (a) through (t) above or is entitled to be incurred pursuant to clause (1) of the first paragraph of this covenant, Arch Coal shall, in its sole discretion, classify, and may later reclassify, such item of Debt in any manner that complies with this covenant. Notwithstanding the foregoing, Debt under the Amended

and Restated Credit Agreement outstanding on the Issue Date is deemed to have been Incurred on such date in reliance on the exception provided by clause (a) of the definition of Permitted Debt.

Limitation on Restricted Payments. Arch Coal shall not make, and shall not permit any Restricted Subsidiary to make, directly or indirectly, any Restricted Payment if at the time of, and after giving effect to, such proposed Restricted Payment,

(a) a Default or Event of Default shall have occurred and be continuing;

(b) Arch Coal could not Incur at least $1.00 of additional Debt pursuant to clause (1) of the first paragraph of the covenant described under "—Limitation on Debt;" or

(c) the aggregate amount of such Restricted Payment and all other Restricted Payments declared or made since the Issue Date (the amount of any Restricted Payment, if made other than in cash, to be based upon Fair Market Value at the time of such Restricted Payment) would exceed an amount equal to the sum of:

(1) 50% of the aggregate amount of Consolidated Net Income of Arch Coal accrued during the period (treated as one accounting period) from July 1, 2010 to the end of the most recent fiscal quarter for which internal financial statements are available at the time of such Restricted Payment (or if the aggregate amount of Consolidated Net Income of Arch Coal for such period shall be a deficit, minus 100% of such deficit), plus

(2) 100% of the Capital Stock Sale Proceeds, plus

(3) the sum of:

(A) the aggregate net cash proceeds received by Arch Coal or any Restricted Subsidiary from the issuance or sale after the Issue Date of convertible or exchangeable Debt that has been converted into or exchanged for Capital Stock (other than Disqualified Stock) of Arch Coal, and

(B) the aggregate net cash proceeds received by Arch Coal from the issuance and sale after the Issue Date of Debt of Arch Coal or any Restricted Subsidiary that has been converted or exchanged for Capital Stock (other than Disqualified Stock) of Arch Coal,

excluding, in the case of clause (A) or (B):

(x) any such Debt issued or sold to Arch Coal or a Subsidiary of Arch Coal or an employee stock ownership plan or trust established by Arch Coal or any such Subsidiary for the benefit of their employees, and

(y) the aggregate amount of any cash or other Property distributed by Arch Coal or any Restricted Subsidiary upon any such conversion or exchange;

plus

(4) an amount equal to the sum of:

(A) the net reduction in Investments in any Person other than Arch Coal or a Restricted Subsidiary resulting from dividends, repayments of loans or advances or other transfers of Property, in each case to Arch Coal or any Restricted Subsidiary from such Person, and

(B) the portion (proportionate to Arch Coal's equity interest in such Unrestricted Subsidiary) of the Fair Market Value of the net assets of an Unrestricted Subsidiary of Arch Coal at the time such Unrestricted Subsidiary is designated a Restricted Subsidiary;

provided, *however*, that the foregoing sum shall not exceed, in the case of any Person, the amount of Investments previously made (and treated as a Restricted Payment) by Arch Coal or any Restricted Subsidiary in such Person.

As of December 31, 2011, $114.5 million was available to make Restricted Payments pursuant to clause (c) of the preceding paragraph.

Notwithstanding the foregoing limitation, Arch Coal may:

(a) pay dividends on its Capital Stock within 60 days of the declaration thereof if, on the declaration date, such dividends could have been paid in compliance with the Indenture; *provided*, *however*, that such dividend shall be included in the calculation of the amount of Restricted Payments;

(b) make Restricted Payments in exchange for, or out of the proceeds of the substantially concurrent sale of, Capital Stock of Arch Coal (other than Disqualified Stock and other than Capital Stock issued or sold to a Subsidiary of Arch Coal or an employee stock ownership plan or trust established by Arch Coal or any such Subsidiary for the benefit of their employees); *provided*, *however*, that

(1) such purchase, repurchase, redemption, legal defeasance, acquisition or retirement shall be excluded in the calculation of the amount of Restricted Payments, and

(2) the Capital Stock Sale Proceeds from such exchange or sale shall be excluded from the calculation pursuant to clause (c) (2) above;

(c) purchase, repurchase, redeem, legally defease, acquire or retire for value any Subordinated Obligations in exchange for, or out of the proceeds of the substantially concurrent sale of, Permitted Refinancing Debt; *provided*, *however*, that such purchase, repurchase, redemption, legal defeasance, acquisition or retirement shall be excluded in the calculation of the amount of Restricted Payments;

(d) repurchase shares of, or options to purchase shares of, common stock of Arch Coal or any of its Subsidiaries from current or former officers, directors or employees of Arch Coal or any of its Subsidiaries (or permitted transferees of such current or former officers, directors or employees), pursuant to the terms of agreements (including employment agreements) or plans (or amendments thereto) approved by the Board of Directors under which such individuals purchase or sell, or are granted the option to purchase or sell, shares of such common stock; *provided*, *however*, that: (1) the aggregate amount of such repurchases shall not exceed $10.0 million in any calendar year (with unused amounts in any calendar year being carried over to succeeding years subject to a maximum of $20.0 million in any calendar year) and (2) at the time of such repurchase, no other Default or Event of Default shall have occurred and be continuing (or result therefrom); *provided further*, *however*, that such repurchases shall be included in the calculation of the amount of Restricted Payments;

(e) so long as no Default or Event of Default has occurred and is continuing and Arch Western is a limited liability company, make distributions to the ARCO Member (as defined in the LLC Agreement), with respect to any period after March 31, 2011, not to exceed the Tax Amount allocated to such member under the LLC Agreement for such period; *provided*, *however*, that such distributions shall be excluded in the calculation of the amount of Restricted Payments;

(f) so long as no Default or Event of Default has occurred and is continuing, make distributions of the Preferred Return (as defined in the LLC Agreement) to the ARCO Member (as defined in the LLC Agreement) pursuant to the LLC Agreement in effect on the Issue Date; *provided*, *however*, that such distribution pursuant to this clause (f) shall not exceed $100,000 per year and shall be excluded in the calculation of the amount of Restricted Payments;

(g) pay cash in lieu of fractional Capital Stock pursuant to the exchange or conversion of any exchangeable or convertible securities; *provided*, *however*, that such payment shall not be for the purpose of evading the limitation of this covenant (as determined by the Board of Directors in good faith); *provided further*, *however*, that such payments will be excluded in the calculation of the amount of Restricted Payments;

(h) repurchase of Capital Stock deemed to occur upon the exercise of options, warrants or other securities convertible into or exchangeable for Capital Stock of Arch Coal to the extent that such Capital Stock represents all or a portion of the exercise price thereof; *provided*, *however*, that such repurchase will be excluded in the calculation of the amount of Restricted Payments;

(i) declare and pay dividends to holders of any class or series of Disqualified Stock of Arch Coal or any Restricted Subsidiary, or Preferred Stock of a Restricted Subsidiary, in each case issued in accordance with the covenant described under "—Limitation on Debt"; *provided*, *however*, that 50% of such dividends shall be included in the calculation of the amount of Restricted Payments;

(j) declare and pay dividends on Arch Coal's common stock not to exceed the greater of (1) an annual rate of $0.60 per share (such amount to be appropriately adjusted to reflect any stock split, reverse stock split, stock dividend or similar transaction occurring after the Issue Date so that the aggregate amount of dividends permitted after such transaction is the same as the amount permitted immediately prior to such transaction), and (2) $150.0 million per full calendar year (in each case of clause (1) and (2) pro rated for 2011 from the Issue Date); *provided however* that any unused amounts in any calendar year may be carried over for the next succeeding calendar; *provided further*, that such dividends shall be excluded in the calculation of the amount of Restricted Payments; and

(k) so long as no Default or Event of Default has occurred and is continuing, other Restricted Payments in an aggregate amount not to exceed $400.0 million; *provided*, *however*, that such Restricted Payments shall be excluded in the calculation of the amount of Restricted Payments.

For purposes of determining compliance with this covenant, if a Restricted Payment meets the criteria of more than one of the types of Restricted Payments described in clauses (a) through (k) above, Arch Coal may, in its sole discretion, classify such Restricted Payment in any manner that complies with this covenant.

Limitation on Liens.

Arch Coal shall not, and shall not permit any Restricted Subsidiary to, directly or indirectly, Incur or suffer to exist, any Lien (other than Permitted Liens) upon any of its Property (including Capital Stock of a Restricted Subsidiary), whether owned at the Issue Date or thereafter acquired, or any interest therein or any income or profits therefrom, unless it has made or will make effective provision whereby the Notes or any Note Guarantee will be secured by such Lien equally and ratably with all other Debt of Arch Coal or any Restricted Subsidiary secured by such Lien for so long as such other Debt is secured by such Lien; *provided*, *however*, that if such Debt is expressly subordinated to the Notes or any Note Guarantee, the Lien securing such Debt will be subordinated and junior to the Lien securing the Notes or such Note Guarantee, as the case may be, with the same relative priority as such Debt has with respect to the Notes or such Note Guarantee.

Limitation on Asset Sales.

Arch Coal shall not, and shall not permit any Restricted Subsidiary to, directly or indirectly, consummate any Asset Sale unless:

(a) Arch Coal or such Restricted Subsidiary receives consideration at the time of such Asset Sale at least equal to the Fair Market Value of the Property subject to such Asset Sale (such Fair Market Value to be determined at the time of contractually agreeing to such Asset Sale);

(b) at least 75% of the consideration paid to Arch Coal or such Restricted Subsidiary in connection with such Asset Sale is in the form of cash, Cash Equivalents or Additional Assets or a combination thereof. For purposes of this provision, each of the following will be deemed to be cash:

(i) any liabilities of Arch Coal or any Restricted Subsidiary (other than contingent liabilities, liabilities that are by their terms subordinated to the Notes or the Note Guarantees and liabilities to the extent owed to Arch Coal or any Subsidiary of Arch Coal) that are assumed by the transferee of any Property or Capital Stock, as applicable, to the extent that Arch Coal and the Restricted Subsidiaries are no longer obligated with respect to such liabilities; and

(ii) any securities, notes or other obligations received by Arch Coal or any such Restricted Subsidiary from such transferee that are converted by Arch Coal or such Restricted Subsidiary into cash within 180 days of receipt (to the extent of the cash received in that conversion).

The Net Available Cash (or any portion thereof) from Asset Sales may be applied by Arch Coal or a Restricted Subsidiary to the extent Arch Coal or such Restricted Subsidiary elects (or is required by the terms of any Debt) to:

(a) Repay any secured Debt (other than Subordinated Obligations) of the Company or any Restricted Subsidiary, any Debt of a Restricted Subsidiary that is not a Guarantor (other than Debt owed to Arch Coal or another Restricted Subsidiary) or any Debt under the Amended and Restated Credit Agreement;

(b) make a capital expenditure or reinvest in Additional Assets (including by means of an Investment in Additional Assets by a Restricted Subsidiary with Net Available Cash received by Arch Coal or another Restricted Subsidiary); or

(c) Repay other *pari passu* Debt; *provided* that Arch Coal shall also equally and ratably reduce Debt under the Notes through open-market purchases or by making an offer (in accordance with the procedures set forth below for a Prepayment Offer) to all Holders to purchase the *pro rata* principal amount of Notes, in each case at a purchase price equal to 100% of the principal amount thereof, plus accrued and unpaid interest to the repurchase date (subject to the right of holders of record on the relevant record date to receive interest due on the relevant interest payment date).

Any Net Available Cash from an Asset Sale (other than an Asset Sale consisting of all of the Capital Stock of Canyon Fuel or Mountain Coal Company, L.L.C.) not applied in accordance with the preceding paragraph within 365 days from the date of the receipt of such Net Available Cash (*provided* that such 365 day period shall be extended with respect to Net Available Cash received by Arch Western or its Restricted Subsidiaries until the consummation of any asset sale prepayment offer required to be made pursuant to the Arch Western Notes Indenture or any agreement governing Permitted Refinancing Debt in respect thereof) or that is not segregated from the general funds of Arch Coal for investment in identified Additional Assets in respect of a project that shall have been commenced, and for which binding contractual commitments have been entered into, prior to the end

of such 365-day period and that shall not have been completed or abandoned shall constitute "Excess Proceeds;" *provided*, *however*, that the amount of any Net Available Cash that ceases to be so segregated as contemplated above and any Net Available Cash that is segregated in respect of a project that is abandoned or completed shall also constitute "Excess Proceeds" at the time any such Net Available Cash ceases to be so segregated or at the time the relevant project is so abandoned or completed, as applicable; *provided further*, *however*, that the amount of any Net Available Cash that continues to be segregated for investment and that is not actually reinvested within twenty-four months from the date of the receipt of such Net Available Cash shall also constitute "Excess Proceeds." Any Net Available Cash from an Asset Sale consisting of all of the Capital Stock of Canyon Fuel Company, LLC or Mountain Coal Company, L.L.C. not applied in accordance with the preceding paragraph within 365 days from the date of the receipt of such Net Available Cash shall be segregated from the general funds of Arch Coal and invested in cash or Cash Equivalents pending application in accordance with the preceding paragraph. Subject to the foregoing, Arch Coal or such Restricted Subsidiary may apply the Net Available Cash to temporarily reduce Debt outstanding under a revolving credit facility or otherwise invest such Net Available Cash in any manner not prohibited by the Indenture pending the final application of the Net Available Cash pursuant to this covenant.

When the aggregate amount of Excess Proceeds exceeds $200.0 million (or earlier at Arch Coal's option, in which case Excess Proceeds shall be deemed to include any Net Available Cash Arch Coal elects to include in such repurchase offer), Arch Coal will be required to make an offer to repurchase (the "Prepayment Offer") the Notes, which offer shall be in the amount of the Allocable Excess Proceeds (rounded to the nearest $1,000), on a *pro rata* basis according to principal amount, at a purchase price equal to 100% of the principal amount thereof, plus accrued and unpaid interest to the repurchase date (subject to the right of Holders of record on the relevant record date to receive interest due on the relevant interest payment date), in accordance with the procedures (including prorating in the event of oversubscription) set forth in the Indenture. To the extent that any portion of the amount of Net Available Cash remains after compliance with the preceding sentence and *provided* that all Holders of Notes have been given the opportunity to tender their Notes for repurchase in accordance with the Indenture, Arch Coal or such Restricted Subsidiary may use such remaining amount for any purpose not prohibited by the Indenture, and the amount of Excess Proceeds will be reset to zero.

The term "Allocable Excess Proceeds" shall mean the product of:

(a) the Excess Proceeds and (b) a fraction,

(1) the numerator of which is the aggregate principal amount of the Notes outstanding on the date of the Prepayment Offer, and

(2) the denominator of which is the sum of the aggregate principal amount of the Notes outstanding on the date of the Prepayment Offer and the aggregate principal amount of other Debt of Arch Coal outstanding on the date of the Prepayment Offer that is *pari passu* in right of payment with the Notes and subject to terms and conditions in respect of Asset Sales similar in all material respects to this covenant and requiring Arch Coal to make an offer to repurchase such Debt at substantially the same time as the Prepayment Offer.

Within five business days after Arch Coal is obligated to make a Prepayment Offer as described in the preceding paragraph, Arch Coal shall send or arrange to be sent a written notice, by first-class mail, to the Holders of Notes, accompanied by such information regarding Arch Coal and its Subsidiaries as Arch Coal in good faith believes will enable such Holders to make an informed decision with respect to such Prepayment Offer. Such notice shall state, among other things, the purchase price and the repurchase date, which shall be, subject to any contrary requirements of applicable law, a business day no earlier than 30 days nor later than 60 days from the date such notice is mailed.

Arch Coal will comply, to the extent applicable, with the requirements of Section 14(e) of the Exchange Act and any other securities laws or regulations in connection with the repurchase of Notes pursuant to this covenant. To the extent that the provisions of any securities laws or regulations conflict with provisions of this covenant, Arch Coal will comply with the applicable securities laws and regulations and will not be deemed to have breached its obligations under this covenant by virtue thereof.

Limitation on Restrictions on Distributions from Restricted Subsidiaries. Arch Coal shall not, and shall not permit any Restricted Subsidiary to, directly or indirectly, create or otherwise cause or suffer to exist any consensual restriction on the right of any Restricted Subsidiary to:

(a) pay dividends, in cash or otherwise, or make any other distributions on or in respect of its Capital Stock, or pay any Debt or other obligation owed, to Arch Coal or any other Restricted Subsidiary;

(b) make any loans or advances to Arch Coal or any other Restricted Subsidiary; or

(c) transfer any of its Property to Arch Coal or any other Restricted Subsidiary.

The foregoing limitations will not apply:

(1) with respect to clauses (a), (b) and (c), to restrictions:

(A) in effect on the Issue Date (including, without limitation, restrictions pursuant to the Arch Western Notes and the Arch Western Notes Indenture, the Arch Coal Senior Notes and each of the Arch Coal Senior Notes Indentures, the LLC Agreement, the Amended and Restated Credit Agreement, the Notes and the Indenture);

(B) relating to any agreement or other instrument of a Restricted Subsidiary of Arch Coal and existing at the time it became a Restricted Subsidiary if such restriction was not created in connection with or in anticipation of the transaction or series of transactions pursuant to which such Restricted Subsidiary became a Restricted Subsidiary or was acquired by Arch Coal;

(C) that result from any amendment, restatement, renewal, replacement or refinancing of an agreement referred to in clause (1) (A) or (B) above or in clause (2) (A) or (B) below, *provided* such restrictions are not materially more restrictive, taken as a whole, than those under the agreement being amended, restated, renewed, refinanced or replaced;

(D) existing under, or by reason of or with respect to applicable law, rule, regulation or order of any governmental authority;

(E) on cash or other deposits or net worth imposed by customers or required by insurance surety or bonding companies, in each case, under contracts entered into in the ordinary course of business;

(F) relating to Debt of a Receivables Subsidiary or other contractual requirements of a Receivables Subsidiary in connection with a Receivables Facility; *provided* that such restrictions only apply to such Receivables Subsidiary or the receivables which are subject to the Receivables Facility;

(G) with respect to any Person or the Property of a Person acquired by Arch Coal or any of its Restricted Subsidiaries existing at the time of such acquisition and not incurred in connection with or in anticipation of such acquisition, which restriction is not applicable to any Person or the Property of any Person, other than the Person, or the Property of the Person, so acquired and any amendments, modifications, restatements, renewals, extensions, supplements, refundings, replacements or refinancings thereof, *provided* that the restrictions in

any such amendments, modifications, restatements, renewals, extensions, supplements, refundings, replacements or refinancings are not materially more restrictive, taken as a whole, than those in effect on the date of the acquisition;

(H) contained in customary provisions in asset sale agreements limiting the transfer of such Property or distributions or loans from the Property to be sold pending the closing of such sale;

(I) contained in customary provisions in partnership agreements, limited liability company organizational governance documents, joint venture agreements and other similar agreements that restrict the transfer of ownership interest in, or assets of, such partnership, limited liability company, joint venture or similar Person; and

(J) contained in agreements or instruments governing the Debt of a Restricted Subsidiary; *provided* that such restrictions contained in any agreement or instrument will not materially affect Arch Coal's ability to make anticipated principal or interest payments on the Notes (as determined in good faith by the Board of Directors or the senior management of Arch Coal); and

(2) with respect to clause (c) only, to restrictions:

(A) relating to Debt that is permitted to be Incurred and secured without also securing the Notes pursuant to the covenants described under "—Limitation on Debt" and "—Limitation on Liens" that limit the right of the debtor to dispose of the Property securing such Debt;

(B) resulting from customary provisions restricting subletting, assignment or transfer of any property or asset that is subject to a lease, license, sub-license or similar contract or customary provisions in other agreements that restrict assignment or transfer of such agreements or rights thereunder; or

(C) customary restrictions contained in asset sale agreements limiting the transfer of such Property pending the closing of such sale.

Limitation on Transactions with Affiliates. Arch Coal shall not, and shall not permit any Restricted Subsidiary to, directly or indirectly, enter into or suffer to exist any transaction or series of transactions (including the purchase, sale, transfer, assignment, lease, conveyance or exchange of any Property or the rendering of any service) with, or for the benefit of, any Affiliate of Arch Coal (an "Affiliate Transaction") involving consideration in excess of $15.0 million, unless:

(a) the terms of such Affiliate Transaction are not materially less favorable to Arch Coal or such Restricted Subsidiary, as the case may be, than those that could be obtained in a comparable arm's-length transaction with a Person that is not an Affiliate of Arch Coal;

(b) if such Affiliate Transaction involves aggregate payments or value in excess of $50.0 million, the Board of Directors approves such Affiliate Transaction and, in its good faith judgment, believes that such Affiliate Transaction complies with clauses (a) of this paragraph as evidenced by a Board Resolution promptly delivered to the Trustee; and

(c) if such Affiliate Transaction involves aggregate payments or value in excess of $250.0 million, Arch Coal obtains a written opinion from an Independent Financial Advisor to the effect that the consideration to be paid or received in connection with such Affiliate Transaction is fair, from a financial point of view, to Arch Coal or such Restricted Subsidiary or that such Affiliate Transaction is not materially less favorable to Arch Coal or such Restricted Subsidiary, as the case may be, than those that could be obtained in a comparable arm's length transaction with a Person that is not an Affiliate of Arch Coal.

Notwithstanding the foregoing limitation, Arch Coal or any Restricted Subsidiary may enter into or suffer to exist the following:

(a) any transaction or series of transactions between Arch Coal and one or more Restricted Subsidiaries, or among Restricted Subsidiaries;

(b) any Restricted Payment permitted to be made pursuant to the covenant described under "—Limitation on Restricted Payments" or Permitted Investments (other than pursuant to clause (b) or (c) of such definition);

(c) any reasonable and customary employment, consulting, service or termination agreement, or indemnification agreement, entered into by Arch Coal or any of its Restricted Subsidiaries with officers, directors, employees and consultants of Arch Coal or any of its Restricted Subsidiaries and the payment of fees or compensation (including amounts paid pursuant to employment and related agreements and employee benefit plans) for the personal services of current or former officers, directors, employees and consultants of Arch Coal or any of its Restricted Subsidiaries (including amounts paid pursuant to employee benefit plans, employee stock option, stock awards or similar plans);

(d) loans and advances to employees made in the ordinary course of business permitted by law and consistent with the past practices of Arch Coal or such Restricted Subsidiary;

(e) indemnities of officers, directors and employees of the Company or any Restricted Subsidiary consistent with applicable charter, bylaw or statutory provisions;

(f) agreements in effect on the Issue Date and any modifications, extensions or renewals thereto that are not materially less favorable taken as a whole to Arch Coal or any Restricted Subsidiary than such agreements as in effect on the Issue Date;

(g) pledges of Capital Stock of Unrestricted Subsidiaries for the benefit of lenders to such Unrestricted Subsidiaries;

(h) any transaction with a Receivables Subsidiary as part of a Receivables Facility and otherwise in compliance with the Indenture that are fair to Arch Coal or its Restricted Subsidiaries or not less favorable to Arch Coal or its Restricted Subsidiaries than those that might be obtained at the time with Persons that are not Affiliates of Arch Coal (as determined in good faith by the Board of Directors); and

(i) transactions with Unrestricted Subsidiaries, customers, clients, suppliers, contractors, joint venture partners or purchasers or sellers of goods or services, or lessors or lessees of property, in each case in the ordinary course of business (including, without limitation, pursuant to joint venture agreements) and otherwise in compliance with the terms of the Indenture which are, in the aggregate (taking into account all the costs and benefits associated with such transactions), materially no less favorable taken as a whole to Arch Coal or its Restricted Subsidiaries than those that would have been obtained in a comparable transaction by Arch Coal or such Restricted Subsidiary with an unrelated Person, as determined in good faith by Arch Coal.

Designation of Restricted and Unrestricted Subsidiaries. The Board of Directors may designate any Restricted Subsidiary to be an Unrestricted Subsidiary if that designation (which would constitute an Investment in such Subsidiary) would not result in a breach of the covenant described under "—Limitation on Restricted Payments" or otherwise cause a Default. If a Restricted Subsidiary is designated as an Unrestricted Subsidiary, the aggregate Fair Market Value of all outstanding Investments owned by Arch Coal and its Restricted Subsidiaries in the Subsidiary properly designated will be deemed to be an Investment made as of the time of the designation as set forth under the definition of "Investment" and will reduce the amount available for Restricted Payments under the "—Limitation on Restricted Payments" covenant or Permitted Investments, as determined by Arch

Coal. That designation will only be permitted if the Investment would be permitted at that time and if the Restricted Subsidiary otherwise meets the definition of an Unrestricted Subsidiary.

The Board of Directors may also designate any Subsidiary of Arch Coal to be an Unrestricted Subsidiary if:

(a) the Subsidiary to be so designated does not own any Capital Stock or Debt of, or own or hold any Lien on any Property of, Arch Coal or any other Restricted Subsidiary and is not required to be a Guarantor pursuant to the Indenture; and

(b) either:

(1) the Subsidiary to be so designated has total assets of $1.0 million or less; or

(2) such designation is effective immediately upon such entity becoming a Subsidiary of Arch Coal.

Unless so designated as an Unrestricted Subsidiary, any Person that becomes a Subsidiary of Arch Coal will be classified as a Restricted Subsidiary; *provided, however*, that such Subsidiary shall not be designated a Restricted Subsidiary and shall be automatically classified as an Unrestricted Subsidiary if either of the requirements set forth in clauses (x) and (y) of the second immediately following paragraph will not be satisfied after giving *pro forma* effect to such classification or if such Person is a Subsidiary of an Unrestricted Subsidiary.

In addition, neither Arch Coal nor any of its Restricted Subsidiaries shall at any time be directly or indirectly liable for any Debt that provides that the holder thereof may (with the passage of time or notice or both) declare a default thereon or cause the payment thereof to be accelerated or payable prior to its Stated Maturity upon the occurrence of a default with respect to any Debt, Lien or other obligation of any Unrestricted Subsidiary (including any right to take enforcement action against such Unrestricted Subsidiary) except for a pledge of the Capital Stock of any Unrestricted Subsidiary for the benefit of such holders.

The Board of Directors may designate any Unrestricted Subsidiary to be a Restricted Subsidiary if, immediately after giving *pro forma* effect to such designation,

(x) Arch Coal could Incur at least $1.00 of additional Debt pursuant to clause (1) of the first paragraph of the covenant described under "—Limitation on Debt," and

(y) no Default or Event of Default shall have occurred and be continuing or would result therefrom.

Any such designation or redesignation by the Board of Directors will be evidenced by filing with the Trustee a Board Resolution giving effect to such designation or redesignation and an Officers' Certificate that:

(a) certifies that such designation or redesignation complies with the foregoing provisions; and

(b) gives the effective date of such designation or redesignation,

such filing with the Trustee to occur within 45 days after the end of the fiscal quarter of Arch Coal in which such designation or redesignation is made (or, in the case of a designation or redesignation made during the last fiscal quarter of Arch Coal's fiscal year, within 90 days after the end of such fiscal year).

Guarantees by Restricted Subsidiaries. Arch Coal shall not permit any Restricted Subsidiary that is not a Guarantor, directly or indirectly, to Guarantee or secure the payment of any other Debt of Arch Coal or any of its Restricted Subsidiaries under the Amended and Restated Credit Agreement or any capital markets Debt unless such Restricted Subsidiary executes and delivers a supplemental indenture

to the Indenture within 15 days providing for a Note Guarantee of the payment of the Notes by such Restricted Subsidiary; *provided* that this paragraph shall not be applicable to:

(i) any Guarantee of any Restricted Subsidiary that existed at the time such Person became a Restricted Subsidiary and was not incurred in connection with, or in contemplation of, such Person becoming a Restricted Subsidiary;

(ii) any Guarantee arising under or in connection with performance bonds, indemnity bonds, surety bonds or letters of credit or bankers' acceptances or coal sales contracts; or

(iii) Permitted Liens.

If the Guaranteed Debt is a Subordinated Obligation, the Guarantee of such Guaranteed Debt must be subordinated in right of payment to the Note Guarantee to at least the extent that the Guaranteed Debt is subordinated to the Notes or the applicable Note Guarantee.

Merger, Consolidation and Sale of Property

Arch Coal shall not merge, consolidate or amalgamate with or into any other Person (other than a merger of a Restricted Subsidiary of Arch Coal into Arch Coal) or sell, transfer, assign, lease, convey or otherwise dispose of all or substantially all its Property in any one transaction or series of transactions unless:

(a) Arch Coal is the Surviving Person or the Surviving Person (if other than Arch Coal) formed by such merger, consolidation or amalgamation or to which such sale, transfer, assignment, lease, conveyance or disposition is made shall be a corporation, partnership or limited liability company organized and existing under the laws of the United States of America, any state thereof or the District of Columbia; *provided* that at any time the Surviving Person is a partnership or a limited liability company, there shall be a co-issuer of the Notes that is a corporation that also satisfies the requirements of this covenant;

(b) the Surviving Person (if other than Arch Coal) expressly assumes, by supplemental indenture in form satisfactory to the Trustee, executed and delivered to the Trustee by such Surviving Person, the due and punctual performance and observance of all the obligations of the Indenture and the Notes;

(c) immediately after giving effect to such transaction or series of transactions on a *pro forma* basis (and treating, for purposes of this clause (c) and clause (d) below, any Debt that becomes, or is anticipated to become, an obligation of the Surviving Person or any Restricted Subsidiary as a result of such transaction or series of transactions as having been Incurred by the Surviving Person or such Restricted Subsidiary at the time of such transaction or series of transactions), no Default or Event of Default shall have occurred and be continuing;

(d) immediately after giving effect to such transaction or series of transactions on a *pro forma* basis, (1) at least $1.00 of additional Debt would be able to be Incurred under clause (1) of the first paragraph of the covenant described under "—Certain Covenants—Limitation on Debt" or (2) the Consolidated Interest Coverage Ratio of Arch Coal and its Restricted Subsidiaries would be equal to or greater than immediately prior to such transaction;" and

(e) Arch Coal shall deliver, or cause to be delivered, to the Trustee, in form and substance reasonably satisfactory to the Trustee, an Officers' Certificate and an Opinion of Counsel, each stating that such transaction or series of transactions and the supplemental indenture, if any, in respect thereto comply with this covenant and that all conditions precedent herein provided for relating to such transaction or series of transactions have been satisfied.

Clause (d) above of this paragraph shall not apply to (1) any merger, consolidation or sale, assignment, transfer, conveyance or other disposition of assets between or among Arch Coal and any of its Restricted Subsidiaries or (2) a merger of Arch Coal with an Affiliate solely for the purpose of reincorporating Arch Coal in another jurisdiction.

Arch Coal shall not permit any Guarantor to consolidate with or merge with or into any Person or sell, assign, transfer, convey or otherwise dispose of, all or substantially all of its assets, in one or more related transactions, to any Person unless Arch Coal has delivered to the Trustee an Officers' Certificate and Opinion of Counsel stating that the transaction complies with the following conditions and each of the following conditions is satisfied:

(a) the other Person is Arch Coal or any Restricted Subsidiary that is a Guarantor or becomes a Guarantor concurrently with the transaction; or

(b) (1) either (x) the Guarantor shall be the Surviving Person or (y) the entity formed by such consolidation or into which the Guarantor is merged, expressly assumes, by a Guarantee or a supplemental indenture in form satisfactory to the Trustee, executed and delivered to the Trustee by such surviving Person the due and punctual performance and observance of all the obligations of such Guarantor under the Note Guarantee; and

(2) the Surviving Person, if other than the Guarantor, is a corporation or limited liability company organized under the laws of the United States, any state thereof or the District of Columbia and immediately after giving effect to the transaction and any related Incurrence of Debt of, no Default or Event of Default shall have occurred and be continuing; or

(c) the transaction constitutes a sale or other disposition (including by way of consolidation or merger) of the Guarantor or the sale or disposition of all or substantially all the assets of the Guarantor (in each case other than to another Guarantor) and at the time of such transaction after giving *pro forma* effect thereto, the provisions of clause (c) of the first paragraph of this covenant would be satisfied, the transaction is otherwise permitted by the Indenture.

The Surviving Person shall succeed to, and be substituted for, and may exercise every right and power of Arch Coal under the Indenture (or of the Guarantor under the Note Guarantee, as the case may be), but Arch Coal, in the case of:

(a) a sale, transfer, assignment, conveyance or other disposition (unless such sale, transfer, assignment, conveyance or other disposition is of all the assets of Arch Coal as an entirety or virtually as an entirety); or

(b) a lease, shall not be released from any of the obligations or covenants under the Indenture.

Payments for Consents

Arch Coal will not, and will not permit any of its Subsidiaries to, directly or indirectly, pay or cause to be paid any consideration, whether by way of interest, fee or otherwise, to any Holder of any Notes for or as an inducement to any consent, waiver or amendment of any of the terms or provisions of the Indenture or the Notes unless such consideration is offered to be paid or is paid to all Holders of the Notes that consent, waive or agree to amend in the time frame set forth in the solicitation documents relating to such consent, waiver or agreement.

SEC Reports

Notwithstanding that Arch Coal may not be subject to the reporting requirements of Section 13 or 15(d) of the Exchange Act, Arch Coal shall file with the Commission and, if not filed electronically with the Commission, will provide to the Trustee (within 15 days after it would have been required to

file with the Commission) such quarterly and annual information that would be required to be contained in a filing with the Commission on Forms 10-K and 10-Q, as if Arch Coal where required to file such forms; *provided, however*, that Arch Coal shall not be so obligated to file such information, documents and reports with the Commission if the Commission does not permit such filings; *provided further, however*, that Arch Coal will be required to provide to the Trustee any such quarterly and annual information, documents or reports that are not are so filed.

In addition, Arch Coal and the Guarantors agree that, for so long as any Notes remain outstanding, if at any time they are not required to file with the Commission the reports required by the preceding paragraph, they will furnish to Holders of the Notes and to prospective investors, upon their request, the information required to be delivered pursuant to Rule 144A(d)(4) under the Securities Act.

Events of Default

Events of Default in respect of each series of the Notes include:

(1) failure to make the payment of any interest (including any Special Interest) on the Notes when the same becomes due and payable, and such failure continues for a period of 30 days;

(2) failure to make the payment of any principal of, or premium, if any, on, any of the Notes when the same becomes due and payable at its Stated Maturity, upon acceleration, optional redemption, required repurchase or otherwise;

(3) failure to comply with the covenant described under "—Repurchase at the Option of Holders Upon a Change of Control," "—Certain Covenants—Limitation on Asset Sales" and—Merger, Consolidation and Sale of Property;"

(4) failure to comply with the covenant described under "—SEC Reports" for 120 days after written notice is given to Arch Coal as provided below;

(5) failure to comply with any other covenant or agreement in the Notes, the Indenture or the Note Guarantees (other than a failure that is the subject of the foregoing clause (1), (2), (3) or (4)), and such failure continues for 60 days after written notice is given to Arch Coal as provided below;

(6) a default under any Debt by Arch Coal or any Restricted Subsidiary that results in acceleration of the maturity of such Debt, or failure to pay any such Debt at maturity, in an aggregate amount greater than $100.0 million or its foreign currency equivalent at the time (the "cross acceleration provisions");

(7) any final judgment or judgments for the payment of money in an aggregate amount in excess of $100.0 million (or its foreign currency equivalent at the time), to the extent such judgments are not paid or covered by insurance provided by a reputable carrier that shall be rendered against Arch Coal or any Restricted Subsidiary and that shall not be waived, satisfied, stayed or discharged for any period of 60 consecutive days after the date on which the right to appeal has expired (the "judgment default provisions");

(8) certain events involving bankruptcy, insolvency or reorganization of Arch Coal, any Guarantor or any other Significant Subsidiary (the "bankruptcy provisions"); and

(9) any Note Guarantee shall be held in any judicial proceeding to be unenforceable or invalid or shall cease for any reason (other than in accordance with the provisions of the Indenture) to be in full force and effect or any Guarantor, or any Person acting on behalf of any Guarantor, shall deny or disaffirm its obligations under any Note Guarantee.

A Default under clauses (3) or (4) is not an Event of Default until the Trustee or the Holders of not less than 25% in aggregate principal amount of the Notes of a series then outstanding notify Arch Coal of the Default and Arch Coal does not cure such Default within the time specified after receipt of such notice. Such notice must specify the Default, demand that it be remedied and state that such notice is a "Notice of Default."

Arch Coal shall deliver to the Trustee, within 30 days after the occurrence thereof, written notice in the form of an Officers' Certificate of any event that with the giving of notice or the lapse of time or both would become an Event of Default, its status and what action is being taken or proposed to be taken with respect thereto.

If an Event of Default with respect to the Notes (other than an Event of Default resulting from the bankruptcy provisions) shall have occurred and be continuing, the Trustee or the registered Holders of not less than 25% in aggregate principal amount of the Notes of a series then outstanding may declare to be immediately due and payable the principal amount of all the Notes of such series then outstanding, plus accrued but unpaid interest to the date of acceleration. In case an Event of Default under the bankruptcy provisions shall occur, such amount with respect to all the Notes of each series shall be due and payable immediately without any declaration or other act on the part of the Trustee or the Holders of the Notes. After any such acceleration, but before a judgment or decree based on acceleration is obtained by the Trustee, the registered Holders of at least a majority in aggregate principal amount of the Notes of a series then outstanding may, under certain circumstances, rescind and annul such acceleration if all Events of Default, other than the nonpayment of accelerated principal, premium or interest, have been cured or waived as provided in the Indenture.

In the event of a declaration of acceleration of the Notes because an Event of Default described in clause (6) under the first paragraph above has occurred and is continuing, the declaration of acceleration of the Notes of a series shall be automatically annulled if the default or failure to make payment triggering such Event of Default pursuant to clause (6) shall be remedied or cured by Arch Coal or a Restricted Subsidiary or waived by the holders of the relevant Debt within 20 days after the declaration of acceleration of the Notes of such series with respect thereto and if (i) the annulment of the acceleration of the Notes of such series would not conflict with any judgment or decree of a court of competent jurisdiction and (ii) all existing Events of Default, except nonpayment of principal, premium or interest on the Notes of such series that became due solely because of the acceleration of the Notes of such series, have been cured or waived.

Subject to the provisions of the Indenture relating to the duties of the Trustee, in case an Event of Default shall occur and be continuing, the Trustee will be under no obligation to exercise any of its rights or powers under the Indenture at the request or direction of any of the Holders of the Notes, unless such Holders shall have offered to the Trustee reasonable indemnity. Subject to such provisions for the indemnification of the Trustee, the Holders of at least a majority in aggregate principal amount of the Notes of a series then outstanding will have the right to direct the time, method and place of conducting any proceeding for any remedy available to the Trustee or exercising any trust or power conferred on the Trustee with respect to the Notes.

No Holder of Notes of a series will have any right to institute any proceeding with respect to the Indenture, or for the appointment of a receiver or trustee, or for any remedy thereunder, unless:

(a) such Holder has previously given to the Trustee written notice of a continuing Event of Default;

(b) the registered Holders of at least 25% in aggregate principal amount of the Notes of such series then outstanding have made a written request and offered reasonable indemnity to the Trustee to institute such proceeding as Trustee; and

(c) the Trustee shall not have received from the registered Holders of at least a majority in aggregate principal amount of the Notes of such series then outstanding a direction inconsistent with such request and shall have failed to institute such proceeding within 60 days.

However, such limitations do not apply to a suit instituted by a Holder of any Note for enforcement of payment of the principal of, and premium, if any, or interest on, such Note on or after the respective due dates expressed in such Note.

Amendments and Waivers

Subject to certain exceptions, Arch Coal and the Trustee with the consent of the registered Holders of at least a majority in aggregate principal amount of the Notes then outstanding (including consents obtained in connection with a tender offer or exchange offer for the Notes) may amend the Indenture and the Notes or the Note Guarantees and the registered Holders of at least a majority in aggregate principal amount of the Notes outstanding may waive any past default or compliance with any provisions of the Indenture, the Notes or the Note Guarantees (except a default in the payment of principal, premium or interest and certain covenants and provisions of the Indenture which cannot be amended without the consent of each Holder of an outstanding Note); *provided* that any amendment or supplement that affects the terms of any series of Notes as distinct from any other series of Notes shall require the consent of the holders of a majority in principal amount of the outstanding Notes of such series. However, without the consent of each Holder of an outstanding Note, no amendment may, among other things,

(1) reduce the amount of Notes whose Holders must consent to an amendment or waiver;

(2) reduce the rate of, or extend the time for payment of, interest on any Note;

(3) reduce the principal of, or extend the Stated Maturity of, any Note;

(4) make any Note payable in money other than that stated in the Note;

(5) impair the right of any Holder of the Notes to receive payment of principal of, premium, if any, and interest, on, such Holder's Notes on or after the due dates therefor or to institute suit for the enforcement of any payment on or with respect to such Holder's Notes;

(6) reduce the premium payable upon the redemption of any Note or change the time at which any Note may be redeemed (other than any notice provisions), as described under "—Optional Redemption;"

(7) reduce the premium payable upon a Change of Control or, at any time after a Change of Control has occurred, change the time at which the Change of Control Offer relating thereto must be made or at which the Notes must be repurchased pursuant to such Change of Control Offer;

(8) at any time after Arch Coal is obligated to make a Prepayment Offer with the Excess Proceeds from Asset Sales, change the time at which such Prepayment Offer must be made or at which the Notes must be repurchased pursuant thereto;

(9) modify or change any provision of the Indenture affecting the ranking of the Notes or the Note Guarantees in a manner adverse to the Holders of the Notes; or

(10) release any Guarantor from any of its obligations under its Note Guarantee or the Indenture other than in accordance with the provisions of the Indenture, or amend or modify any provision relating to such release.

The Indenture and the Notes may be amended by Arch and the Trustee without the consent of any Holder of the Notes to:

(a) cure any ambiguity, omission, defect or inconsistency in any manner that is not adverse in any material respect to any Holder of the Notes;

(b) provide for the assumption by a Surviving Person of the obligations of Arch Coal under the Indenture;

(c) provide for uncertificated Notes in addition to or in place of certificated Notes (*provided* that the uncertificated Notes are issued in registered form for purposes of Section 163(f) of the Code, or in a manner such that the uncertificated Notes are described in Section 163 (f) (2) (B) of the Code);

(d) add Note Guarantees with respect to the Notes or confirm and evidence the release, termination or discharge of any security or Note Guarantee when such release, termination or discharge is permitted by the Indenture;

(e) secure the Notes, add to the covenants of Arch Coal and the Restricted Subsidiaries for the benefit of the Holders of the Notes or surrender any right or power conferred upon Arch Coal;

(f) make any change that does not adversely affect the rights of any Holder of the Notes;

(g) comply with any requirement of the Commission in connection with the qualification of the Indenture under the Trust Indenture Act;

(h) provide for the issuance of Additional Notes in accordance with the Indenture;

(i) to evidence and provide for the acceptance of appointment by a successor Trustee;

(j) to conform the text of the Indenture or the Notes to any provision of this "Description of Notes" to the extent that such provision in this "Description of Notes" was intended to be a recitation of a provision of the Indenture or the Notes; or

(k) to make any amendment to the provisions of the Indenture relating to the transfer and legending of the Notes as permitted by the Indenture, including, without limitation to facilitate the issuance and administration of the Notes; *provided, however,* that (i) compliance with the Indenture as so amended would not result in the Notes being transferred in violation of the Securities Act or any applicable securities law and (ii) such amendment does not materially and adversely affect the rights of Holders to transfer the Notes.

The consent of the Holders of the Notes is not necessary to approve the particular form of any proposed amendment. It is sufficient if such consent approves the substance of the proposed amendment. After an amendment becomes effective, Arch Coal is required to mail, or arrange to be mailed, to each registered Holder of the Notes at such Holder's address appearing in the Security Register a notice briefly describing such amendment. However, the failure to give such notice to all Holders of the Notes, or any defect therein, will not impair or affect the validity of the amendment.

Defeasance

Arch Coal at any time may terminate all of its obligations under the Notes and the Indenture and all obligations of the Guarantors may be discharged with respect to their Note Guarantees ("legal defeasance"), except for certain obligations, including those respecting the defeasance trust and obligations to register the transfer or exchange of the Notes, to replace mutilated, destroyed, lost or

stolen Notes and to maintain a registrar and paying agent in respect of the Notes. Arch Coal at any time may terminate:

(1) its obligations under the covenants described under "—Repurchase at the Option of Holders Upon a Change of Control," "—Certain Covenants" and "—Reports" (and thereafter any omission to comply with these covenants will not constitute a Default or Event of Default with respect to the Notes);

(2) the operation of the cross acceleration provisions, the judgment default provisions and the bankruptcy provisions with respect to Significant Subsidiaries described under "—Events of Default" above; and

(3) the limitations contained in clause (d) under the first paragraph of "—Merger, Consolidation and Sale of Property" above ("covenant defeasance").

Arch Coal may exercise its legal defeasance option notwithstanding its prior exercise of its covenant defeasance option.

If Arch Coal exercises its legal defeasance option, payment of the Notes may not be accelerated because of an Event of Default with respect thereto. If Arch Coal exercises its covenant defeasance option, payment of the Notes may not be accelerated because of an Event of Default specified in clause (4) (with respect to the covenants described under "—Certain Covenants" or "—Reports"), (5), (6) or (7) (with respect only to Significant Subsidiaries) under "—Events of Default" above or because of the failure to comply with clause (d) under the first paragraph of "—Merger, Consolidation and Sale of Property" above.

The legal defeasance option or the covenant defeasance option may be exercised only if:

(a) Arch Coal irrevocably deposits in trust with the Trustee money or U.S. Government Obligations, or a combination thereof, for the payment of principal of, premium, if any, and interest on the Notes to maturity or redemption, as the case may be;

(b) Arch Coal delivers to the Trustee a certificate from a nationally recognized firm of independent certified public accountants expressing their opinion that the payments of principal, premium, if any, and interest when due and without reinvestment on the deposited U.S. Government Obligations plus any deposited money without investment will provide cash at such times and in such amounts as will be sufficient to pay principal, premium, if any, and interest when due on all the Notes to be defeased to maturity or redemption, as the case may be;

(c) 91 days pass after the deposit is made, and during the 91-day period, no Default described in clause (7) under "—Events of Default" occurs with respect to Arch Coal or any other Person making such deposit which is continuing at the end of the period;

(d) no Default or Event of Default (other than that resulting from borrowing funds to be applied to make such deposit and any similar and simultaneous deposit relating to other Debt and, in each case, the granting of Liens in connection therewith) has occurred and is continuing on the date of such deposit and after giving effect thereto;

(e) such deposit does not constitute a default under any other material agreement or instrument binding on Arch Coal or any of its Restricted Subsidiaries;

(f) in the case of the legal defeasance option, Arch Coal delivers to the Trustee an Opinion of Counsel stating that:

(1) Arch Coal has received from the Internal Revenue Service a ruling, or

(2) since the date of the Indenture there has been a change in the applicable U.S. federal income tax law, to the effect that, and based thereon such Opinion of Counsel shall

confirm that, the Holders of the Notes will not recognize income, gain or loss for U.S. federal income tax purposes as a result of such defeasance and will be subject to U.S. federal income tax on the same amounts, in the same manner and at the same time as would have been the case if such defeasance has not occurred;

(g) in the case of the covenant defeasance option, Arch Coal delivers to the Trustee an Opinion of Counsel to the effect that the Holders of the Notes will not recognize income, gain or loss for U.S. federal income tax purposes as a result of such covenant defeasance and will be subject to U.S. federal income tax on the same amounts, in the same manner and at the same times as would have been the case if such covenant defeasance had not occurred; and

(h) Arch Coal delivers to the Trustee an Officers' Certificate and an Opinion of Counsel, each stating that all conditions precedent to the defeasance and discharge of the Notes have been complied with as required by the Indenture.

Satisfaction and Discharge

The Indenture will be discharged and will cease to be of further effect as to all Notes issued thereunder, when:

(1) either:

(a) all Notes that have been authenticated (except lost, stolen or destroyed Notes that have been replaced or paid and Notes for whose payment money has theretofore been deposited in trust and thereafter repaid to Arch Coal) have been delivered to the Trustee for cancellation; or

(b) all Notes that have not been delivered to the Trustee for cancellation are to be called for redemption within one year and an irrevocable notice of redemption with respect thereto has been deposited with the Trustee or will become due and payable within one year and Arch Coal or a Guarantor has irrevocably deposited or caused to be deposited with the Trustee as trust funds in trust solely for the benefit of the Holders, cash in U.S. dollars, U.S. Government Obligations, or a combination thereof, in such amounts as will be sufficient without consideration of any reinvestment of interest, to pay and discharge the entire indebtedness on the Notes not delivered to the Trustee for cancellation for principal, premium, if any, and accrued interest to the date of maturity or redemption;

(2) no Default or Event of Default will have occurred and be continuing on the date of such deposit or will occur as a result of such deposit and such deposit will not result in a breach or violation of, or constitute a default under, any other instrument to which Arch Coal or any Guarantor is a party or by which Arch Coal or any Guarantor is bound;

(3) Arch Coal or any Guarantor has paid or caused to be paid all sums payable by it under the Indenture; and

(4) Arch Coal has delivered irrevocable instructions to the Trustee under the Indenture to apply the deposited money toward the payment of the Notes at maturity or the redemption date, as the case may be.

In addition, Arch Coal must deliver an Officers' Certificate and an Opinion of Counsel to the Trustee stating that all conditions precedent to satisfaction and discharge have been satisfied.

No Personal Liability of Directors, Officers, Employees and Stockholders

No director, officer, employee, incorporator, stockholder, member, manager or partner of Arch Coal or any Guarantor, as such, will have any liability for any obligations of Arch Coal or the

Guarantors under the Notes, the Indenture, the Note Guarantees or for any claim based on, in respect of, or by reason of, such obligations or their creation. Each Holder of Notes by accepting a Note waives and releases all such liability. The waiver and release are part of the consideration for issuance of the Notes.

Governing Law

The Indenture and the Notes are governed by the laws of the State of New York.

The Trustee

UMB Bank National Association is the Trustee under the Indenture.

Except during the continuance of an Event of Default, the Trustee will perform only such duties as are specifically set forth in the Indenture. During the existence of an Event of Default, the Trustee will exercise such of the rights and powers vested in it under the Indenture and use the same degree of care and skill in its exercise as a prudent person would exercise under the circumstances in the conduct of such person's own affairs.

Registration Rights

We are making the exchange offer to satisfy your registration rights, as a holder of the original notes. The following description is a summary of the material provisions of the Registration Rights Agreement. It does not restate that agreement in its entirety. We urge you to read the Registration Rights Agreement, which is an exhibit to the registration statement of which this prospectus forms a part, in its entirety because it, and not this description, defines your registration rights as a holder of the original notes.

Pursuant to the Registration Rights Agreement, we agreed, for the benefit of the holders of the original notes, at our cost, to file the registration statement of which this prospectus forms a part with the SEC and to consummate the exchange offer not later than 365 days from the date of the Registration Rights Agreement.

We will file with the SEC a shelf registration statement to cover resales of the original notes by the holders of the original notes who satisfy certain conditions relating to the provision of information in connection with the shelf registration statement, if (i) due to any change in law or applicable interpretations thereof by the SEC's staff, we determine upon advice of our outside counsel that we are not permitted to effect the exchange offer as contemplated by the Registration Rights Agreement; (ii) for any other reason the exchange offer is not consummated within 365 days of the date of the Registration Rights Agreement; (iii) any initial purchaser of the original notes so requests with respect to original notes that are not eligible to be exchanged for exchange notes in the exchange offer and that are held by it following consummation of the exchange offer; (iv) any holder of original notes (other than an initial purchaser) is not eligible to participate in the exchange offer; or (v) in the case of any initial purchaser that participates in the exchange offer or acquires exchange notes pursuant to Section 2(f) of the Registration Rights Agreement, such initial purchaser does not receive freely tradeable exchange notes in exchange for original notes constituting any portion of an unsold allotment (it being understood that (x) the requirement that an initial purchaser deliver a prospectus containing the information required by Item 507 or 508 of Regulation S-K under the Securities Act in connection with sales of exchange notes acquired in exchange for such original notes will result in such exchange notes being not "freely tradeable"; and (y) the requirement that an exchanging dealer deliver a prospectus in connection with sales of exchange notes acquired in the exchange offer in exchange for original notes acquired as a result of market-making activities or other trading activities will not result in such exchange notes being not "freely tradeable"). Holders of original notes will be required to deliver certain information to be used in connection with the shelf registration statement and to

provide comments on the shelf registration statement within the time periods set forth in the Registration Rights Agreement in order to have their original notes included in the shelf registration statement and benefit from the provisions regarding additional interest set forth below. By acquiring original notes, a holder is deemed to have agreed to indemnify us against certain losses arising out of information furnished by such holder in writing for inclusion in any shelf registration statement. Holders of original notes will also be required to suspend their use of the prospectus included in the shelf registration statement under certain circumstances upon receipt of written notice to that effect from us.

If (i) the exchange offer is not consummated 365 days from the date of the Registration Rights Agreement, or (ii) a shelf registration statement is required to be filed but has not been declared effective under the Securities Act within 365 days of the date of the Registration Rights Agreement, the interest rate borne by the original notes will be increased by one-quarter of one percent per annum for the first 90 days following such period. Such interest rate will increase by an additional one-quarter of one percent per annum with respect to each subsequent 90-day period thereafter up to a maximum aggregate increase of one percent per annum. Upon the consummation of the exchange offer or the effectiveness of the shelf registration statement, as applicable, the interest rate borne by the original notes will be reduced to the original interest rate. All accrued additional interest will be paid by us on the next scheduled interest payment date.

Certain Definitions

Set forth below is a summary of certain of the defined terms used in the Indenture. Reference is made to the Indenture for the full definition of all such terms as well as any other capitalized terms used herein for which no definition is provided. Unless the context otherwise requires, an accounting term not otherwise defined has the meaning assigned to it in accordance with GAAP.

"2019 Notes" means, prior to the consummation of the exchange offer, the old 2019 notes and, after the consummation of the exchange offer, collectively, the new 2019 notes and the old 2019 notes that remain outstanding after the consummation of this exchange offer.

"2019 Notes Applicable Premium" means with respect to any 2019 Note on any redemption date, the greater of:

(1) 1.0% of the principal amount of such Note on such redemption date; and

(2) the excess, if any, of (i) the present value at such redemption date of (A) the redemption price of such 2019 Note at June 15, 2015 (each such redemption price being set forth in the applicable table appearing above under the caption "—Optional Redemption"), plus (B) all required interest payments due on such 2019 Note through June 15, 2015 (excluding accrued but unpaid interest to the redemption date), computed using a discount rate equal to the 2019 Notes Treasury Rate as of such redemption date plus 50 basis points; over (ii) the principal amount of such 2019 Note.

"2019 Notes Treasury Rate" means, as of any redemption date, the yield to maturity as of such redemption date of United States Treasury securities with a constant maturity (as compiled and published in the most recent Federal Reserve Statistical Release H.15 (519) that has become publicly available at least two business days prior to the redemption date (or, if such Statistical Release is no longer published, any publicly available source of similar market data)) most nearly equal to the period from the redemption date to June 15, 2015; *provided*, *however*, that if the period from the redemption date to June 15, 2015 is less than one year, the weekly average yield on actually traded United States Treasury securities adjusted to a constant maturity of one year will be used.

"2021 Notes" means, prior to the consummation of the exchange offer, the old 2021 notes and, after the consummation of the exchange offer, collectively, the new 2021 notes and the old 2021 notes that remain outstanding after the consummation of this exchange offer.

"2021 Notes Applicable Premium" means with respect to any 2021 Note on any redemption date, the greater of:

(1) 1.0% of the principal amount of such Note on such redemption date; and

(2) the excess, if any, of (i) the present value at such redemption date of (A) the redemption price of such 2021 Note at June 15, 2016 (each such redemption price being set forth in the applicable table appearing above under the caption "—Optional Redemption"), plus (B) all required interest payments due on such 2021 Note through June 15, 2016 (excluding accrued but unpaid interest to the redemption date), computed using a discount rate equal to the 2021 Notes Treasury Rate as of such redemption date plus 50 basis points; over (ii) the principal amount of such 2021 Note.

"2021 Notes Treasury Rate" means, as of any redemption date, the yield to maturity as of such redemption date of United States Treasury securities with a constant maturity (as compiled and published in the most recent Federal Reserve Statistical Release H.15 (519) that has become publicly available at least two business days prior to the redemption date (or, if such Statistical Release is no longer published, any publicly available source of similar market data)) most nearly equal to the period from the redemption date to June 15, 2016; *provided*, *however*, that if the period from the redemption date to June 15, 2016 is less than one year, the weekly average yield on actually traded United States Treasury securities adjusted to a constant maturity of one year will be used.

"Additional Assets" means:

(a) any Property (other than cash, Cash Equivalent and securities) to be owned by Arch Coal or any of its Restricted Subsidiaries and used in a Permitted Business; or

(b) Capital Stock of a Person that becomes a Restricted Subsidiary as a result of the acquisition of such Capital Stock by Arch Coal or another Restricted Subsidiary from any Person other than Arch Coal or an Affiliate of Arch Coal; *provided*, *however*, that, in the case of clause (b), such Restricted Subsidiary is primarily engaged in a Permitted Business.

"Affiliate" of any specified Person means:

(a) any other Person directly or indirectly controlling or controlled by or under direct or indirect common control with such specified Person; or

(b) any other Person who is a director or officer of:

(1) such specified Person;

(2) any Subsidiary of such specified Person; or

(3) any Person described in clause (a) above.

For the purposes of this definition, "control," when used with respect to any Person, means the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms "controlling" and "controlled" have meanings correlative to the foregoing.

"Amended and Restated Credit Agreement" means that certain Amended and Restated Revolving Credit Agreement, dated as of June 14, 2011, by and among Arch Coal, PNC Bank, National Association, as Administrative Agent and the other lenders named therein providing for up to $2.0 billion of revolving credit borrowings, including any related notes, Guarantees, collateral documents,

instruments and agreements executed in connection therewith, and in each case as amended, restated, modified, renewed, refunded, replaced or refinanced from time to time, regardless of whether such amendment, restatement, modification, renewal, refunding, replacement or refinancing is with the same financial institutions or otherwise.

"Arch Coal 8 3/4% *Senior Notes Indenture"* means the Indenture dated as of July 31, 2009 by and among Arch Coal, the guarantors named therein and U.S. Bank National Association, as trustee, pursuant to which certain of the Arch Coal Senior Notes were issued, as amended or supplemented to the Issue Date.

"Arch Coal 7 1/4% *Senior Notes Indenture"* means the Indenture dated as of August 9, 2010, as supplemented by a first supplemental indenture dated as of August 9, 2010 by and among Arch Coal, the guarantors named therein and U.S. Bank National Association, as trustee, pursuant to which certain of the Arch Coal Senior Notes were issued, as amended or supplemented to the Issue Date.

"Arch Coal Promissory Notes" means all existing and future unsubordinated demand promissory notes issued by Arch Coal to Arch Western as consideration for loans and advances made by Arch Western to Arch Coal or any of its Affiliates (other than Arch Western or a Restricted Subsidiary of Arch Western) required to be issued and pledged for the benefit of the holders of the Arch Western Notes and any Permitted Refinancing Debt Incurred in respect thereof.

"Arch Coal Senior Notes" means (i) the $600.0 million aggregate principal amount of 8 3/4% Senior Notes due 2016 issued by Arch Coal and (ii) the $500.0 million aggregate principal amount of 7 1/4% Senior Notes due 2020 issued by Arch Coal.

"Arch Coal Senior Notes Indentures" means the Arch Coal 7 1/4% Senior Notes Indenture and the Arch Coal 8 3/4% Senior Notes Indenture.

"Arch Western" means Arch Western Resources LLC and any successor thereto.

"Arch Western Notes" means the 6 3/4% Senior Notes due 2013 issued by Arch Western Finance, LLC issued pursuant to the Arch Western Notes Indenture originally issued in the principal aggregate amount of $950.0 million, until such notes are repaid or otherwise repurchased by Arch Coal or its Restricted Subsidiaries.

"Arch Western Notes Indenture" means the Indenture dated as of June 25, 2003 by and among Arch Western Finance, LLC, Arch Coal, Inc., Arch Western Resources, LLC, Arch of Wyoming, LLC, Mountain Coal Company L.L.C., Thunder Basin Coal Company L.L.C., and The Bank of New York, as trustee, pursuant to which the Arch Western Notes were issued, as amended or supplemented to the Issue Date.

"Asset Sale" means any sale, lease, transfer, issuance or other disposition (or series of related sales, leases, transfers, issuances or dispositions) by Arch Coal or any of its Restricted Subsidiaries, including any disposition by means of a merger, consolidation or similar transaction (each referred to for the purposes of this definition as a "disposition"), of

(a) any shares of Capital Stock of a Restricted Subsidiary (other than directors' qualifying shares); or

(b) any other Property of Arch Coal or any of its Restricted Subsidiaries outside of the ordinary course of business of Arch Coal or such Restricted Subsidiary, other than, in the case of clause (a) or (b) above,

(1) any disposition by a Restricted Subsidiary to Arch Coal or by Arch Coal or its Restricted Subsidiary to a Restricted Subsidiary;

(2) any disposition that constitutes a Permitted Investment or Restricted Payment permitted by the covenant described under "—Certain Covenants—Limitation on Restricted Payments;"

(3) any disposition effected in compliance with the first paragraph of the covenant described under "—Merger, Consolidation and Sale of Property;"

(4) any disposition in a single transaction or a series of related transactions of assets for aggregate consideration of less than $100.0 million;

(5) a disposition of Cash Equivalents;

(6) a disposition of accounts receivable in connection with the compromise, settlement or collection thereof in the ordinary course of business or in bankruptcy or similar proceedings;

(7) a disposition of any property or equipment that has become damaged, worn out or obsolete;

(8) any disposition of accounts receivable and related assets or an interest therein pursuant to a Receivables Facility;

(9) the creation or perfection of a Lien not prohibited by the Indenture (but not the sale or other disposition of any asset subject to such Lien);

(10) the surrender or waiver of contract rights or the settlement, release or surrender of contract, tort or other claims of any kind; and

(11) the sale or other disposition (whether or not in the ordinary course of business) of coal properties, *provided* at the time of such sale or other disposition such properties do not have associated with them any proved reserves.

"Average Life" means, as of any date of determination, with respect to any Debt or Preferred Stock, the quotient obtained by dividing:

(a) the sum of the product of the numbers of years (rounded to the nearest one-twelfth of one year) from the date of determination to the dates of each successive scheduled principal payment of such Debt or redemption or similar payment with respect to such Preferred Stock multiplied by the amount of such payment by

(b) the sum of all such payments.

"Board of Directors" means the board of directors of Arch Coal.

"Capital Lease Obligations" means any obligation under a lease that is required to be capitalized for financial reporting purposes in accordance with GAAP; and the amount of Debt represented by such obligation shall be the capitalized amount of such obligations determined in accordance with GAAP; and the Stated Maturity thereof shall be the date of the last payment of rent or any other amount due under such lease prior to the first date upon which such lease may be terminated by the lessee without payment of a penalty. For purposes of "—Certain Covenants—Limitation on Liens," a Capital Lease Obligation shall be deemed secured by a Lien on the Property being leased.

"Capital Stock" means, with respect to any Person, any shares or other equivalents (however designated) of any class of corporate stock or partnership or limited liability company interests or any other participations, rights, warrants, options or other interests in the nature of an equity interest in such Person, including Preferred Stock, but excluding any debt security convertible or exchangeable into such equity interest.

"Capital Stock Sale Proceeds" means the aggregate proceeds, including cash and the Fair Market Value of Property other than cash, received by Arch Coal from the issuance or sale (other than to a

Subsidiary of Arch Coal or an employee stock ownership plan or trust established by Arch Coal or any such Subsidiary for the benefit of their employees) by Arch Coal of its Capital Stock (other than Disqualified Stock) or from a contribution to its common equity capital, in each case after the Issue Date, and net of attorneys' fees, accountants' fees, underwriters' or placement agents' fees, discounts or commissions and brokerage, consultant and other fees actually incurred in connection with such issuance or sale or contribution, as the case may be, and net of taxes paid or payable as a result thereof.

"Cash Equivalents" means any of the following:

(a) Investments in U.S. Government Obligations maturing within 365 days of the date of acquisition thereof;

(b) Investments in time deposit accounts, certificates of deposit and money market deposits maturing within 365 days of the date of acquisition thereof issued by a bank or trust company organized under the laws of the United States of America or any state thereof having capital, surplus and undivided profits aggregating in excess of $500.0 million and whose long-term debt is rated "A-3" or "A-" or higher according to Moody's or S&P (or such similar equivalent rating by at least one "nationally recognized statistical rating organization" (as defined in Section 3(a)(62) of the Exchange Act));

(c) repurchase obligations with a term of not more than 30 days for underlying securities of the types described in clause (a) entered into with:

(1) a bank meeting the qualifications described in clause (b) above; or

(2) any primary government securities dealer reporting to the Market Reports Division of the Federal Reserve Bank of New York;

(d) Investments in commercial paper, maturing not more than 365 days after the date of acquisition, issued by a corporation (other than an Affiliate of Arch Coal) organized and in existence under the laws of the United States of America with a rating at the time as of which any Investment therein is made of "P-2" (or higher) according to Moody's or "A-2" (or higher) according to S&P (or such similar equivalent rating by at least one "nationally recognized statistical rating organization" (as defined in Section 3(a)(62) of the Exchange Act));

(e) direct obligations (or certificates representing an ownership interest in such obligations) of any state of the United States of America (including any agency or instrumentality thereof) for the payment of which the full faith and credit of such state is pledged and which are not callable or redeemable at the issuer's option; *provided* that:

(1) the long-term debt of such state is rated "A-3" or "A-" or higher according to Moody's or S&P (or such similar equivalent rating by at least one "nationally recognized statistical rating organization" (as defined in Section 3(a)(62) of the Exchange Act)); and

(2) such obligations mature within 365 days of the date of acquisition thereof; and

(f) money market funds at least 95% of the assets of which constitute Cash Equivalents of the kinds described in clauses (a) through (e) of this definition.

"Change of Control" means the occurrence of any of the following events:

(a) any "person" or "group" (as such terms are used in Sections 13(d) and 14(d) of the Exchange Act or any successor provisions to either of the foregoing), including any group acting for the purpose of acquiring, holding, voting or disposing of securities within the meaning of Rule 13d-5(b)(1) under the Exchange Act, becomes the "beneficial owner" (as defined in Rule 13d-3 under the Exchange Act, except that a person will be deemed to have "beneficial

ownership" of all shares that any such person has the right to acquire, whether such right is exercisable immediately or only after the passage of time), directly or indirectly, of 50% or more of the total voting power of the Voting Stock of Arch Coal (for purposes of this clause (a), such person or group shall be deemed to beneficially own any Voting Stock of a corporation held by any other corporation (the "parent corporation") so long as such person or group beneficially owns, directly or indirectly, in the aggregate at least a majority of the total voting power of the Voting Stock of such parent corporation); or

(b) the sale, transfer, assignment, lease, conveyance or other disposition, directly or indirectly, of all or substantially all the Property of Arch Coal and its Restricted Subsidiaries, considered as a whole (other than a disposition of such Property as an entirety or virtually as an entirety to a Wholly Owned Restricted Subsidiary of Arch Coal), shall have occurred; or

(c) the adoption of any plan of liquidation or dissolution of Arch Coal.

"Code" means the Internal Revenue Code of 1986, as amended.

"Commission" means the U.S. Securities and Exchange Commission.

"Commodity Price Protection Agreement" means, in respect of a Person, any forward contract, commodity swap agreement, commodity option agreement or other similar agreement or arrangement.

"Consolidated Current Liabilities" means, as of any date of determination, the aggregate amount of liabilities of Arch Coal and its consolidated Restricted Subsidiaries which may properly be classified as current liabilities (including taxes accrued as estimated), after eliminating:

(a) all intercompany items between Arch Coal and any Restricted Subsidiary or between Restricted Subsidiaries; and

(b) all current maturities of long-term Debt.

"Consolidated Interest Coverage Ratio" of a Person means, as of any date of determination, the ratio of:

(a) the aggregate amount of EBITDA of such Person for the most recent four consecutive fiscal quarters for which internal financial statements are available to

(b) Consolidated Interest Expense of such Person for such four fiscal quarters;

provided, *however*, that:

(1) if

(A) since the beginning of such period such Person or any Restricted Subsidiary of such Person has Incurred any Debt that remains outstanding or Repaid any Debt; or

(B) the transaction giving rise to the need to calculate the Consolidated Interest Coverage Ratio is an Incurrence or Repayment of Debt,

Consolidated Interest Expense for such period shall be calculated after giving effect on a pro forma basis to such Incurrence or Repayment as if such Debt was Incurred or Repaid on the first day of such period, *provided* that, in the event of any such Repayment of Debt, EBITDA for such period shall be calculated as if such Person or such Restricted Subsidiary of such Person had not earned any interest income actually earned during such period in respect of the funds used to Repay such Debt, and

(2) if

(A) since the beginning of such period such Person or any Restricted Subsidiary of such Person shall have made any Asset Sale or an Investment (by merger or otherwise) in

any Restricted Subsidiary of such Person (or any Person which becomes a Restricted Subsidiary of such Person) or an acquisition of Property which constitutes all or substantially all of an operating unit of a business;

(B) the transaction giving rise to the need to calculate the Consolidated Interest Coverage Ratio is such an Asset Sale, Investment or acquisition; or

(C) since the beginning of such period any other Person (that subsequently became a Restricted Subsidiary of such Person or was merged with or into such Person or any Restricted Subsidiary of such Person since the beginning of such period) shall have made such an Asset Sale, Investment or acquisition,

then EBITDA for such period shall be calculated after giving *pro forma* effect to such Asset Sale, Investment or acquisition as if such Asset Sale, Investment or acquisition had occurred on the first day of such period.

If any Debt bears a floating rate of interest and is being given *pro forma* effect, the interest expense on such Debt shall be calculated as if the base interest rate in effect for such floating rate of interest on the date of determination had been the applicable base interest rate for the entire period (taking into account any Interest Rate Agreement applicable to such Debt if such Interest Rate Agreement has a remaining term in excess of 12 months). In the event the Capital Stock of any Restricted Subsidiary of such Person is sold during the period, such Person shall be deemed, for purposes of clause (1) above, to have Repaid during such period the Debt of such Restricted Subsidiary to the extent such Person and its continuing Restricted Subsidiaries are no longer liable for such Debt after such sale.

"Consolidated Interest Expense" of a Person means, for any period, the total interest expense of such Person and its consolidated Restricted Subsidiaries, plus, to the extent not included in such total interest expense, and to the extent Incurred by such Person or its Restricted Subsidiaries,

(a) interest expense attributable to Capital Lease Obligations;

(b) amortization of debt discount and debt issuance cost, including commitment fees;

(c) capitalized interest;

(d) non-cash interest expense;

(e) commissions, discounts and other fees and charges owed with respect to letters of credit and banker's acceptance financing;

(f) net costs associated with Interest Rate Agreements (including amortization of fees);

(g) Disqualified Stock Dividends;

(h) Preferred Stock Dividends;

(i) interest Incurred in connection with Investments in discontinued operations;

(j) interest accruing on any Debt of any other Person to the extent such Debt is Guaranteed by such Person or any of its Restricted Subsidiaries; and

(k) the cash contributions to any employee stock ownership plan or similar trust to the extent such contributions are used by such plan or trust to pay interest or fees to any Person (other than such Person) in connection with Debt Incurred by such plan or trust.

"Consolidated Net Income" of a Person means, for any period, the net income (loss) of such Person and its consolidated Restricted Subsidiaries; *provided*, *however*, that there shall not be included in such Consolidated Net Income:

(a) any net income (loss) of any other Person (other than such Person) if such other Person is not a Restricted Subsidiary, except that:

(1) (subject to the exclusion contained in clause (c) below, equity of such Person and its consolidated Restricted Subsidiaries in the net income of any such other Person for such period shall be included in such Consolidated Net Income up to the aggregate amount of cash distributed by such other Person during such period to such Person or its Restricted Subsidiary as a dividend or other distribution (subject, in the case of a dividend or other distribution to a Restricted Subsidiary, to the limitations contained in clause (b) below); and

(2) the equity of such Person and its consolidated Restricted Subsidiaries in a net loss of any other Person for such period shall be included in determining such Consolidated Net Income to the extent such Person or any Restricted Subsidiary of such Person has actually contributed, lent or transferred cash to such other Person;

(b) any net income (loss) of any Restricted Subsidiary if such Restricted Subsidiary is subject to restrictions, directly or indirectly, on the payment of dividends or the making of distributions, directly or indirectly, to such Person, except that:

(1) subject to the exclusion contained in clause (c) below, the equity of such Person and its consolidated Restricted Subsidiaries in the net income of any such Restricted Subsidiary for such period shall be included in such Consolidated Net Income up to the aggregate amount of cash that is or could be dividended or distributed or otherwise paid (including through making loans and repaying Debt) by such Restricted Subsidiary during such period to such Person or another Restricted Subsidiary as a dividend or other distribution (subject, in the case of a dividend or other distribution to another Restricted Subsidiary, to the limitation contained in this clause); and

(2) the equity of such Person and its consolidated Restricted Subsidiaries in a net loss of any such Restricted Subsidiary for such period shall be included in determining such Consolidated Net Income;

(c) any gain or loss realized upon the sale or other disposition of any Property of such Person or any of its consolidated Subsidiaries (including pursuant to any Sale and Leaseback Transaction) that is not sold or otherwise disposed of in the ordinary course of business;

(d) any extraordinary gain or loss;

(e) fees, expenses or charges related to the Transactions;

(f) the cumulative effect of a change in accounting principles; and

(g) any non-cash compensation expense realized for grants of performance shares, stock options or other rights to officers, directors and employees of such Person or any Restricted Subsidiary, *provided* that such shares, options or other rights can be redeemed at the option of the holder only for Capital Stock of such Person (other than Disqualified Stock). Notwithstanding the foregoing, for purposes of the covenant described under "—Certain Covenants—Limitation on Restricted Payments" only, there shall be excluded from Consolidated Net Income any dividends, repayments of loans or advances or other transfers of Property from Unrestricted Subsidiaries to such Person or a Restricted Subsidiary to the extent such dividends, repayments or transfers increase the amount of Restricted Payments permitted under such covenant pursuant to clause (c)(4) thereof.

"Consolidated Net Tangible Assets" means, as of any date of determination, the sum of the amounts that would appear on a consolidated balance sheet of Arch Coal and its consolidated Restricted Subsidiaries, less any amounts attributable to non-Wholly Owned Restricted Subsidiaries that are not consolidated with Arch Coal and plus the portion of the consolidated net tangible assets of a non-Wholly Owned Restricted Subsidiary that is not consolidated with Arch Coal equal to the percentage of its outstanding Capital Stock owned by Arch Coal and its Restricted Subsidiaries, as of the end of the most recent fiscal quarter for which internal financial statements are available as the total assets (determined on a pro forma basis to give effect to any acquisition or disposition of assets made after such balance sheet date and on or prior to such date of determination), and less accumulated depreciation and amortization, allowances for doubtful receivables, other applicable reserves and other properly deductible items) of Arch Coal and its Restricted Subsidiaries, after giving effect to purchase accounting and after deducting therefrom Consolidated Current Liabilities and, to the extent otherwise included, the amounts of (without duplication):

(a) the excess of cost over fair market value of assets or businesses acquired;

(b) any revaluation or other write-up in book value of assets subsequent to the last day of the fiscal quarter of Arch Coal immediately preceding the Issue Date as a result of a change in the method of valuation in accordance with GAAP; and

(c) unamortized debt discount and expenses and other unamortized deferred charges, goodwill, patents, trademarks, service marks, trade names, copyrights, licenses, organization or developmental expenses and other intangible items.

"Credit Facilities" means, one or more debt facilities (including, without limitation, the Amended and Restated Credit Agreement), or other financing arrangements (including, without limitation, commercial paper facilities or indentures, in each case with banks, investment banks, insurance companies, mutual funds, other institutional lenders, a trustee or any of the foregoing) providing for revolving credit loans, term loans, notes, bonds, indentures, debentures, receivables financing (including through the sale of receivables to such lenders, other financiers or to special purpose entities formed to borrow from (or sell such receivables to) such lenders or other financiers against such receivables), letters of credit, bankers' acceptances, other borrowings or issuances of notes, in each case, as amended, restated, modified, renewed, refunded, replaced or refinanced (in each case, without limitation as to amount) in whole or in part from time to time and any agreements and related documents governing Debt or obligations incurred to Refinance amounts then outstanding or permitted to be outstanding.

"Currency Exchange Protection Agreement" means, in respect of a Person, any foreign exchange contract, currency swap agreement, currency option or other similar agreement or arrangement.

"Debt" means, with respect to any Person on any date of determination (without duplication):

(a) the principal of and premium (if any) in respect of:

(1) debt of such Person for money borrowed; and

(2) debt evidenced by notes, debentures, bonds or other similar instruments for the payment of which such Person is responsible or liable;

(b) all Capital Lease Obligations of such Person;

(c) all obligations of such Person representing the deferred purchase price of Property, all conditional sale obligations of such Person and all obligations of such Person under any title retention agreement (but excluding in-kind obligations of such Person relating to net coal balancing positions or bookouts and trade accounts payable, in either case arising in the ordinary course of business);

(d) all obligations of such Person for the reimbursement of any obligor on any letter of credit, banker's acceptance or similar credit transaction (other than obligations with respect to letters of credit securing obligations (other than obligations described in (a) through (c) above) entered into in the ordinary course of business of such Person to the extent such letters of credit are not drawn upon or, if and to the extent drawn upon, such drawing is reimbursed no later than the tenth business day following receipt by such Person of a demand for reimbursement following payment on the letter of credit);

(e) the amount of all obligations of such Person with respect to the Repayment of any Disqualified Stock or, with respect to any Subsidiary of such Person, any Preferred Stock (but excluding, in each case, any accrued dividends);

(f) all obligations of the type referred to in clauses (a) through (e) above of other Persons and all dividends of other Persons for the payment of which, in either case, such Person is responsible or liable, directly or indirectly, as obligor, guarantor or otherwise, including by means of any Guarantee;

(g) all obligations of the type referred to in clauses (a) through (f) above of other Persons secured by any Lien on any Property of such Person (whether or not such obligation is assumed by such Person), the amount of such obligation being deemed to be the lesser of the Fair Market Value of such Property and the amount of the obligation so secured; and

(h) to the extent not otherwise included in this definition, Hedging Obligations of such Person.

The amount of Debt of any Person at any date shall be the outstanding balance, or the accreted value of such Debt in the case of Debt issued with original issue discount, at such date of all unconditional obligations as described above and the maximum liability, upon the occurrence of the contingency giving rise to the obligation, of any contingent obligations at such date and provided that any obligations under or in respect of operating leases shall be deemed not to constitute Debt. The amount of Debt represented by a Hedging Obligation shall be equal to:

(1) zero if such Hedging Obligation has been Incurred pursuant to clause (f), (g) or (h) of the second paragraph of the covenant described under "—Certain Covenants—Limitation on Debt;" or

(2) the notional amount of such Hedging Obligation if not Incurred pursuant to such clauses.

"Default" means any event which is, or after notice or passage of time or both would be, an Event of Default.

"Disqualified Stock" means any Capital Stock of a Person or any of its Restricted Subsidiaries that by its terms (or by the terms of any security into which it is convertible or for which it is exchangeable, in either case at the option of the holder thereof) or otherwise:

(a) matures or is mandatorily redeemable pursuant to a sinking fund obligation or otherwise;

(b) is or may become redeemable or repurchaseable at the option of the holder thereof, in whole or in part; or

(c) is convertible or exchangeable at the option of the holder thereof for Debt or Disqualified Stock,

on or prior to, in the case of clause (a), (b) or (c), the first anniversary of the Stated Maturity of the Notes. Notwithstanding the preceding sentence, any Capital Stock that would constitute Disqualified Stock solely because the holders thereof have the right to require Arch Coal to repurchase such Capital Stock upon the occurrence of a change of control or an asset sale will not constitute Disqualified Stock

if (i) the "asset sale" or "change of control" provisions applicable to such Capital Stock are no more favorable to the holders of such Capital Stock than the provisions contained in "—Certain Covenants—Limitation on Asset Sales" and "—Repurchase at the Option of Holders Upon Change of Control" covenants described herein and (ii) such Capital Stock specifically provides that such Person will not repurchase or redeem any such stock pursuant to such provision prior to Arch Coal's repurchase of such Notes as are required to be repurchased pursuant to "—Certain Covenants—Limitation on Asset Sales" and "—Repurchase at the Option of Holders Upon a Change of Control."

"Disqualified Stock Dividends" of a Person means all dividends (other than dividends paid in Capital Stock (except Disqualified Stock) of Arch Coal) with respect to Disqualified Stock of such Person held by Persons other than a Wholly Owned Restricted Subsidiary of such Person. The amount of any such dividend shall be equal to the quotient of such dividend divided by the difference between one and the maximum statutory federal income tax rate (expressed as a decimal number between 1 and 0) then applicable to such Person.

"EBITDA" of a Person means, for any period, an amount equal to, for such Person and its consolidated Restricted Subsidiaries:

(a) the sum of Consolidated Net Income for such period, plus the following to the extent reducing Consolidated Net Income for such period:

(1) the provision for taxes based on income or profits or utilized in computing net loss;

(2) Consolidated Interest Expense;

(3) depreciation and depletion;

(4) amortization of intangibles;

(5) any other non-cash items (other than any such non-cash item to the extent that it represents an accrual of, or reserve for, cash expenditures in any future period);

(6) accruals of Postretirement Medical Liabilities, as defined by GAAP, net of cash payments for such Postretirement Medical Liabilities;

(7) accretion of asset retirement obligations in accordance with SFAS No. 143, Accounting for Asset Retirement Obligations, and any similar accounting in prior periods, net of cash payments for such asset retirement obligations;

(8) the amount of any unusual or non-recurring losses or charges (or minus any unusual or nonrecurring gains), including without limitation, restructuring charges such as retention, severance, systems establishment costs or excess pension, OPEB, black lung settlement, curtailment or other excess charges and fees, expenses or charges related to any offering of Capital Stock or Debt of such Person permitted to be Incurred;

(9) any net loss (or minus any net gain) attributable to the early extinguishment of Debt, including, without limitation, any premiums or similar charges related to any Debt Refinancing; and

(10) to the extent not included in (1) through (9) above, the portion of any of the items described in (1) through (9) above of a non-Wholly Owned Restricted Subsidiary that is not consolidated with such Person equal to the percentage of the outstanding common Capital Stock of the non-Wholly Owned Restricted Subsidiary owned by such Person and its Restricted Subsidiaries, minus

(b) all non-cash items increasing Consolidated Net Income for such period (other than any such non-cash item to the extent that it will result in the receipt of cash payments in any future period).

Notwithstanding the foregoing clause (a), the provision for taxes and the depreciation, amortization and non-cash items of a Restricted Subsidiary shall be added to Consolidated Net Income to compute EBITDA only to the extent (and in the same proportion) that the net income of such Restricted Subsidiary was included in calculating Consolidated Net Income and only if a corresponding amount would be permitted at the date of determination to be dividended or distributed or otherwise paid (including through making loans and repaying debt) to such Person by such Restricted Subsidiary without prior approval (that has not been obtained), pursuant to the terms of its charter and all agreements, instruments, judgments, decrees, orders, statutes, rules and governmental regulations applicable to such Restricted Subsidiary or its shareholders or members.

"Equity Offering" means a public or private offering of common Capital Stock (other than Disqualified Stock) of Arch Coal (other than pursuant to a registration statement on Form S-8 or otherwise relating to equity securities issuable under any employee benefit plan of Arch Coal).

"Event of Default" has the meaning set forth under "—Events of Default."

"Exchange Act" means the Securities Exchange Act of 1934, as amended.

"Fair Market Value" means, with respect to any Property, the price that could be negotiated in an arm's-length free market transaction, for cash, between a willing seller and a willing buyer, neither of whom is under undue pressure or compulsion to complete the transaction. Fair Market Value shall be determined, except as otherwise provided,

(a) if such Property has a Fair Market Value equal to or less than $100.0 million, by Arch Coal's principal financial officer; or

(b) if such Property has a Fair Market Value in excess of $100.0 million, by at least a majority of the disinterested members of the Board of Directors and evidenced by a Board Resolution, dated within 30 days of the relevant transaction, delivered to the Trustee.

"Foreign Subsidiary" means any Subsidiary of Arch Coal that is not organized under the laws of the United States of America or any state thereof or the District of Columbia.

"GAAP" means United States generally accepted accounting principles as in effect on the Issue Date, including those set forth in:

(a) the opinions and pronouncements of the Accounting Principles Board of the American Institute of Certified Public Accountants and the Public Company Accounting Oversight Board;

(b) the statements and pronouncements of the Financial Accounting Standards Board;

(c) such other statements by such other entity as approved by a significant segment of the accounting profession; and

(d) the rules and regulations of the Commission governing the inclusion of financial statements (including pro forma financial statements) in periodic reports required to be filed pursuant to Section 13 of the Exchange Act, including opinions and pronouncements in staff accounting bulletins and similar written statements from the accounting staff of the Commission;

provided that GAAP shall not give effect to FASB No. APB 14-1.

"Guarantee" means any obligation, contingent or otherwise, of any Person directly or indirectly guaranteeing any Debt of any other Person and any obligation, direct or indirect, contingent or otherwise, of such Person:

(a) to purchase or pay (or advance or supply funds for the purchase or payment of) such Debt of such other Person (whether arising by virtue of partnership arrangements, or by

agreements to keep-well, to purchase assets, goods, securities or services, to take-or-pay or to maintain financial statement conditions or otherwise); or

(b) entered into for the purpose of assuring in any other manner the obligee against loss in respect thereof (in whole or in part);

provided, *however*, that the term "Guarantee" shall not include:

(1) endorsements for collection or deposit in the ordinary course of business; or

(2) a contractual commitment by one Person to invest in another Person for so long as such Investment is reasonably expected to constitute a Permitted Investment under clause (a), (b) or (c) of the definition of "Permitted Investment."

The term "Guarantee" used as a verb has a corresponding meaning.

"Guarantors" means each of the Restricted Subsidiaries of Arch Coal that execute a Note Guarantee on the Issue Date and any other Restricted Subsidiary of Arch Coal that executes a Note Guarantee in accordance with the provisions of the Indenture.

"Hedging Obligation" of any Person means any obligation of such Person pursuant to any Interest Rate Agreement, Currency Exchange Protection Agreement, Commodity Price Protection Agreement or any other similar agreement or arrangement.

"Holder" means a Person in whose name a Note is registered in the Security Register.

"ICG" means International Coal Group, Inc., a Delaware corporation.

"Incur" means, with respect to any Debt or other obligation of any Person, to create, issue, incur (by merger, conversion, exchange or otherwise), extend, assume, Guarantee or become liable in respect of such Debt or other obligation or the recording, as required pursuant to GAAP or otherwise, of any such Debt or obligation on the balance sheet of such Person (and "Incurrence" and "Incurred" shall have meanings correlative to the foregoing); *provided*, *however*, that any Debt or other obligations of a Person existing at the time such Person becomes a Subsidiary (whether by merger, consolidation, acquisition or otherwise) shall be deemed to be Incurred by such Subsidiary at the time it becomes a Subsidiary; and *provided further*, *however*, that solely for purposes of determining compliance with "—Certain Covenants—Limitation on Debt," amortization of debt discount shall not be deemed to be the Incurrence of Debt, *provided* that in the case of Debt sold at a discount, the amount of such Debt Incurred shall at all times be the aggregate principal amount at Stated Maturity.

"Independent Financial Advisor" means an accounting, appraisal, engineering or banking firm of national standing, *provided* that such firm or appraiser is not an Affiliate of Arch Coal.

"Interest Rate Agreement" means, for any Person, any interest rate swap agreement, interest rate cap agreement, interest rate collar agreement or other similar agreement.

"Investment" by any Person means any direct or indirect loan, advance or other extension of credit or capital contribution (by means of transfers of cash or other Property to others or payments for Property or services for the account or use of others, or otherwise) to, or Incurrence of a Guarantee of any obligation of, or purchase or acquisition of Capital Stock, bonds, notes, debentures or other securities or evidence of Debt issued by, any other Person. For purposes of the covenants described under "—Certain Covenants—Limitation on Restricted Payments" and "—Designation of Restricted and Unrestricted Subsidiaries" and the definition of "Restricted Payment," the term "Investment" shall include the portion (proportionate to Arch Coal's or a Restricted Subsidiary's equity interest in such Subsidiary) of the Fair Market Value of the net assets of any Subsidiary of Arch Coal at the time that such Subsidiary is designated an Unrestricted Subsidiary; *provided*, *however*, that upon a redesignation

of such Subsidiary as a Restricted Subsidiary, Arch Coal shall be deemed to continue to have a permanent "Investment" in an Unrestricted Subsidiary of an amount (if positive) equal to:

(a) Arch Coal's "Investment" in such Subsidiary at the time of such redesignation, less

(b) the portion (proportionate to Arch Coal's or a Restricted Subsidiary's equity interest in such Subsidiary) of the Fair Market Value of the net assets of such Subsidiary at the time of such redesignation.

If Arch Coal or any Restricted Subsidiary sells or otherwise disposes of any Capital Stock of any Restricted Subsidiary, or any Restricted Subsidiary issues any Capital Stock, in either case, such that, after giving effect to any such sale or disposition, such Person is no longer a Subsidiary of Arch Coal, Arch Coal shall be deemed to have made an Investment on the date of any such sale or other disposition equal to the Fair Market Value of the Capital Stock of and all other Investments in such Restricted Subsidiary retained.

In determining the amount of any Investment made by transfer of any Property other than cash, such Property shall be valued at its Fair Market Value at the time of such Investment.

"Investment Grade Rating" means, a rating equal to or higher than Baa3 (or the equivalent) by Moody's and BBB- (or the equivalent) by S&P.

"Issue Date" means June 14, 2011.

"Lien" means, with respect to any Property of any Person, any mortgage or deed of trust, pledge, hypothecation, assignment, deposit arrangement, security interest, lien, charge, easement (other than any easement not materially impairing usefulness or marketability), encumbrance, preference, priority or other security agreement or preferential arrangement of any kind or nature whatsoever on or with respect to such Property (including any Capital Lease Obligation, conditional sale or other title retention agreement having substantially the same economic effect as any of the foregoing or any Sale and Leaseback Transaction).

"LLC Agreement" means the Limited Liability Company Agreement of Arch Western Resources LLC dated as of June 1, 1998 between Arch Western Acquisition Corporation and Delta Housing, Inc.

"Moody's" means Moody's Investors Service, Inc. or any successor to the rating agency business thereof.

"Net Available Cash" from any Asset Sale means cash payments received therefrom (including any cash payments received by way of deferred payment of principal pursuant to a note or installment receivable or otherwise, but only as and when received, but excluding any other consideration received in the form of assumption by the acquiring Person of Debt or other obligations relating to the Property that is the subject of such Asset Sale or received in any other non-cash form), in each case net of:

(a) all legal, title and recording tax expenses, accounting, investment banking fees and brokerage and sales commissions and other fees and expenses incurred, and all Federal, state, provincial, foreign and local taxes required to be accrued as a liability under GAAP, as a consequence of such Asset Sale;

(b) all payments made on or in respect of any Debt that is secured by any Property subject to such Asset Sale, in accordance with the terms of any Lien upon such Property, or which must by its terms, or in order to obtain a necessary consent to such Asset Sale, or by applicable law, be repaid out of the proceeds from such Asset Sale;

(c) all distributions and other payments required to be made to minority interest holders in Subsidiaries or joint ventures as a result of such Asset Sale; and

(d) the deduction of appropriate amounts provided by the seller as a reserve, in accordance with GAAP, against any liabilities associated with the Property disposed of in such Asset Sale and retained by Arch Coal or any Restricted Subsidiary after such Asset Sale.

"Note Guarantees" means a Guarantee by a Guarantor of all of Arch Coal's obligations with respect to the Notes.

"Officer" means the Chief Executive Officer, the President, the Chief Financial Officer or any Senior Vice President of Arch Coal.

"Officers' Certificate" means a certificate signed by two Officers, at least one of whom shall be the principal executive officer or principal financial officer, and delivered to the Trustee.

"Opinion of Counsel" means a written opinion from legal counsel who is acceptable to the Trustee. The counsel may be an employee of or counsel to Arch Coal or the Trustee.

"Permitted Business" means the business conducted by Arch Coal on the Issue Date, any business that is related, ancillary or complementary or a reasonable extension to the businesses of Arch Coal and its Restricted Subsidiaries on the Issue Date and any business of a nature that is or shall have become (i) related to the extraction, processing, storage, distribution or use of fuels or minerals, including, without limitation, coal gasification, coal liquefaction, natural gas, liquefied natural gas, coalbed or coal mine methane gas and bitumen from tar sands, as well as the production of electricity or other sources of power, such as coal-or natural gas-fueled power generation facilities, wind, solar or hydroelectric power generation facilities or similar activities or (ii) customary in the coal production industry.

"Permitted Investment" means any Investment by Arch Coal or any Restricted Subsidiary in:

(a) Arch Coal or any Restricted Subsidiary;

(b) any Person that will, upon the making of such Investment, become a Restricted Subsidiary;

(c) any Person if as a result of such Investment such Person is merged or consolidated with or into, or transfers or conveys all or substantially all its Property to, Arch Coal or its Restricted Subsidiary, *provided* that such Person's primary business is a Permitted Business;

(d) Cash Equivalents;

(e) receivables owing to Arch Coal or its Restricted Subsidiary, if created or acquired in the ordinary course of business and payable or dischargeable in accordance with customary trade terms; *provided*, *however*, that such trade terms may include such concessionary trade terms as Arch Coal or such Restricted Subsidiary deems reasonable under the circumstances;

(f) payroll, travel and similar advances to cover matters that are expected at the time of such advances ultimately to be treated as expenses for accounting purposes and that are made in the ordinary course of business;

(g) loans and advances to employees made in the ordinary course of business permitted by law of Arch Coal or such Restricted Subsidiary, as the case may be; *provided* that such loans and advances do not exceed $5.0 million in the aggregate at any one time outstanding;

(h) stock, obligations or other securities received in settlement of debts created in the ordinary course of business and owing to Arch Coal or a Restricted Subsidiary or in satisfaction of judgments;

(i) any Person to the extent such Investment represents the non-cash portion of the consideration received in connection with an Asset Sale consummated in compliance with the covenant described under "—Certain Covenants—Limitation on Asset Sales" or any non-cash consideration received in connection with a disposition of Property excluded from the definition of Asset Sale;

(j) Investments in an aggregate amount, together with all other Investments made pursuant to this clause (j), not to exceed 5.0% of Consolidated Net Tangible Assets (with the Fair Market Value being measured at the time made and without giving effect to subsequent changes in value and net of, with respect to the Investment in any particular Person made pursuant to this clause, the cash return thereon received after the Issue Date as a result of any sale for cash, repayment, return, redemption, liquidating distribution or other cash realization (not included in Consolidated Net Income) not to exceed the amount of such Investments in such Person made after the Issue Date in reliance on this clause);

(k) other Investments made for Fair Market Value that do not exceed $500.0 million in the aggregate outstanding at any one time (with the Fair Market Value being measured at the time made and without giving effect to subsequent changes in value);

(l) Hedging Obligations that constitute Permitted Debt;

(m) Investments in connection with a Receivables Facility;

(n) Investments in Permitted Joint Ventures in an aggregate amount, together with all other Investments made pursuant to this clause (n) not to exceed the greater of (x) $750.0 million and (y) 7.5% of Consolidated Net Tangible Assets (with the Fair Market Value being measured at the time made and without giving effect to subsequent changes in value and net of, with respect to the Investment in any particular Person made pursuant to this clause, the cash return thereon received after the Issue Date as a result of any sale for cash, repayment, return, redemption, liquidating distribution or other cash realization (not included in Consolidated Net Income) not to exceed the amount of such Investments in such Person made after the Issue Date in reliance on this clause); and

(o) Investments in Permitted Joint Ventures and other entities (whether or not a Subsidiary) that are not domiciled or incorporated in the United States, taken together with all other Investments made pursuant to this clause (o) that are at the time outstanding, not to exceed the greater of (x) $500.0 million and (y) 5.0% of Consolidated Net Tangible Assets (with the Fair Market Value being measured at the time made and without giving effect to subsequent changes in value and net of, with respect to the Investment in any particular Person made pursuant to this clause, the cash return thereon received after the Issue Date as a result of any sale for cash, repayment, return, redemption, liquidating distribution or other cash realization (not included in Consolidated Net Income) not to exceed the amount of such Investments in such Person made after the Issue Date in reliance on this clause).

"Permitted Joint Ventures" means any agreement, contract or other arrangement between Arch Coal or any Restricted Subsidiary and any Person engaged principally in a Permitted Business that permits one party to share risks or costs, comply with regulatory requirements or satisfy other business objectives customarily achieved through the conduct of such Permitted Business jointly with third parties.

"Permitted Liens" means:

(a) Liens to secure Debt under Credit Facilities (including Guarantees thereof) in an aggregate amount at any one time outstanding not to exceed the amount of Debt permitted to be

Incurred under clause (a) of the second paragraph of the covenant described under "—Certain Covenants—Limitation on Debt";

(b) Liens to secure Debt permitted to be Incurred under clause (d) of the second paragraph of the covenant described under "—Certain Covenants—Limitation on Debt" and other purchase money Liens to finance Property of Arch Coal or any of its Restricted Subsidiaries; *provided* that any such Lien may not extend to any Property of Arch Coal or any Restricted Subsidiary, other than the Property acquired, constructed or leased and any improvements or accessions to such Property (including, in the case of the acquisition of Capital Stock of a Person that becomes a Restricted Subsidiary, Liens on the Property of the Person whose Capital Stock was acquired);

(c) Liens for taxes, assessments or governmental charges or levies on the Property of Arch Coal or any Restricted Subsidiary if the same shall not at the time be delinquent or thereafter can be paid without penalty, or are being contested in good faith and by appropriate proceedings promptly instituted and diligently concluded, *provided* that any reserve or other appropriate provision that shall be required in conformity with GAAP shall have been made therefor;

(d) Liens imposed by law, such as carriers', warehousemen's and mechanics' Liens and other similar Liens, on the Property of Arch Coal or any Restricted Subsidiary arising in the ordinary course of business and securing payment of obligations that are not more than 60 days past due or are being contested in good faith and by appropriate proceedings;

(e) Liens on the Property of Arch Coal or any Restricted Subsidiary Incurred in the ordinary course of business to secure performance of obligations with respect to statutory or regulatory requirements, performance or return-of-money bonds, surety bonds or other obligations of a like nature and Incurred in a manner consistent with industry practice, in each case which are not Incurred in connection with the borrowing of money, the obtaining of advances or credit or the payment of the deferred purchase price of Property and which do not in the aggregate impair in any material respect the use of Property in the operation of the business of Arch Coal and the Restricted Subsidiaries taken as a whole;

(f) Liens on Property at the time Arch Coal or any Restricted Subsidiary acquired such Property, including any acquisition by means of a merger or consolidation with or into Arch Coal or any Restricted Subsidiary; *provided*, *however*, that any such Lien may not extend to any other Property of Arch Coal or any Restricted Subsidiary; *provided further*, *however*, that such Liens shall not have been Incurred in anticipation of or in connection with the transaction or series of transactions pursuant to which such Property was acquired by Arch Coal or any Restricted Subsidiary;

(g) Liens on the Property of a Person at the time such Person becomes a Restricted Subsidiary; *provided*, *however*, that any such Lien may not extend to any other Property of Arch Coal or any other Restricted Subsidiary that is not a direct Subsidiary of such Person; *provided further*, *however*, that any such Lien was not Incurred in anticipation of or in connection with the transaction or series of transactions pursuant to which such Person became a Restricted Subsidiary;

(h) pledges or deposits by Arch Coal or any Restricted Subsidiary under workers' compensation laws, unemployment insurance laws, old-age pensions or similar legislation, or good faith deposits in connection with bids, tenders, contracts (other than for the payment of Debt) or leases to which Arch Coal or any Restricted Subsidiary is party, or deposits to secure public or statutory obligations of Arch Coal, or deposits for the payment of rent, in each case Incurred in the ordinary course of business;

(i) utility easements, building restrictions and such other encumbrances or charges against real Property as are of a nature generally existing with respect to properties of a similar character;

(j) Liens existing on the Issue Date not otherwise described in clauses (a) through (i) above or (k) through (t) below;

(k) Liens on the Property of Arch Coal or any Restricted Subsidiary to secure any Refinancing, in whole or in part, of any Debt secured by Liens referred to in clause (b), (f), (g) or (j) above; *provided*, *however*, that any such Lien shall be limited to all or part of the same Property that secured the original Lien (together with improvements and accessions to such Property), and the aggregate principal amount of Debt that is secured by such Lien shall not be increased to an amount greater than the sum of:

(1) the outstanding principal amount, or, if greater, the committed amount, of the Debt secured by Liens described under clause (b), (f), (g) or (j) above, as the case may be, at the time the original Lien became a Permitted Lien under the Indenture, and

(2) an amount necessary to pay any fees and expenses, including premiums and defeasance costs, incurred by Arch Coal or such Restricted Subsidiary in connection with such Refinancing;

(l) Liens on the Arch Coal Promissory Notes to secure the Arch Western Notes and any Permitted Refinancing Debt Incurred in respect thereof;

(m) Liens on Property used to defease or to satisfy and discharge Debt; *provided* that (a) the Incurrence of such Debt was not prohibited by the Indenture and (b) such defeasance or satisfaction and discharge is not prohibited by the Indenture;

(n) Liens in favor of Arch Coal or any Restricted Subsidiary;

(o) judgment Liens not giving rise to an Event of Default, that are being contested in good faith by appropriate legal proceedings and for which adequate reserves have been made;

(p) Liens on accounts receivable and related assets in connection with a Receivables Facility;

(q) rights of banks to set off deposits against debts owed to said bank;

(r) contract mining agreements and leases or subleases granted to others that do not materially interfere with the ordinary conduct of business of Arch Coal or any of its Restricted Subsidiaries;

(s) Liens on Capital Stock of an Unrestricted Subsidiary that secure Debt or other obligations of such Unrestricted Subsidiary;

(t) Liens on the assets of Foreign Subsidiaries securing Debt of Foreign Subsidiaries;

(u) Liens in favor of customs and revenue authorities arising as a matter of law to secure payment of customs duties in connection with the importation of goods;

(v) Liens securing reimbursement obligations with respect to commercial letters of credit which encumber documents and other assets relating to such letters of credit and products and proceeds thereof; and

(w) Liens not otherwise permitted by clauses (a) through (v) above securing Debt or other obligations in an aggregate principal amount not to exceed 10.0% of Consolidated Net Tangible Assets at the time such Debt is Incurred.

"Permitted Refinancing Debt" means any Debt that Refinances any other Debt, including any successive Refinancings, so long as:

(a) such Debt is in an aggregate principal amount (or if Incurred with original issue discount, an aggregate issue price) not in excess of the sum of:

(1) the aggregate principal amount (or if Incurred with original issue discount, the aggregate accreted value) then outstanding of the Debt being Refinanced and all accrued and unpaid interest thereon; and

(2) an amount necessary to pay any fees and expenses, including premiums and defeasance costs, related to such Refinancing;

(b) the Average Life of such Debt is equal to or greater than the Average Life of the Debt being Refinanced; and

(c) the new Debt shall not be senior in right of payment to the Debt that is being Refinanced; *provided*, *however*, that Permitted Refinancing Debt shall not include:

(x) Debt of a Subsidiary of Arch Coal that is not a Guarantor that Refinances Debt of Arch Coal or a Guarantor; or

(y) Debt of Arch Coal or a Restricted Subsidiary that Refinances Debt of an Unrestricted Subsidiary.

"Person" means any individual, corporation, company (including any limited liability company), association, partnership, joint venture, trust, unincorporated organization, government or any agency or political subdivision thereof or any other entity.

"Preferred Stock" means any Capital Stock of a Person, however designated, which entitles the holder thereof to a preference with respect to the payment of dividends, or as to the distribution of assets upon any voluntary or involuntary liquidation or dissolution of such Person, over shares of any other class of Capital Stock issued by such Person.

"Preferred Stock Dividends" of a Person means all dividends with respect to Preferred Stock of Restricted Subsidiaries of such Person (other than dividends paid in Capital Stock (except Disqualified Stock) of Arch Coal) held by Persons other than such Person or a Wholly Owned Restricted Subsidiary of such Person. The amount of any such dividend shall be equal to the quotient of such dividend divided by the difference between one and the maximum statutory federal income rate (expressed as a decimal number between 1 and 0) then applicable to the issuer of such Preferred Stock.

"pro forma" means, with respect to any calculation made or required to be made pursuant to the terms hereof, a calculation, as interpreted in good faith by Arch Coal's principal financial officer or principal accounting officer, or otherwise a calculation made in good faith by the Board of Directors after consultation with the independent certified public accountants of Arch Coal, as the case may be.

"Property" means, with respect to any Person, any interest of such Person in any kind of property or asset, whether real, personal or mixed, or tangible or intangible, including Capital Stock in, and other securities of, any other Person. For purposes of any calculation required pursuant to the Indenture, the value of any Property shall be its Fair Market Value.

"Purchase Money Debt" means Debt:

(a) consisting of the deferred purchase price of Property, conditional sale obligations, obligations under any title retention agreement, other purchase money obligations and obligations in respect of industrial revenue bonds, in each case where the maturity of such Debt does not exceed the anticipated useful life of the Property being financed; and

(b) Incurred to finance the acquisition, construction or lease by Arch Coal or a Restricted Subsidiary of such Property, including additions and improvements thereto;

provided, *however*, that such Debt is Incurred within 365 days after the acquisition, construction or lease of such Property by Arch Coal or such Restricted Subsidiary.

"Rating Agencies" means Moody's and S&P or if Moody's and S&P or both shall not make a rating on the Notes publicly available, a nationally recognized statistical rating agency or agencies, as the case may be, selected by Arch Coal which shall be substituted for Moody's or S&P or both, as the case may be.

"Receivables Facility" means one or more receivables financing facilities or arrangements, as amended or modified from time to time, pursuant to which Arch Coal or any Subsidiary sells (including a sale in exchange for a promissory note or Capital Stock of a Receivables Subsidiary) its accounts receivable to a Receivables Subsidiary or a Receivables Subsidiary sells accounts receivables to any other Person; *provided* such transaction is on market terms at the time Arch Coal or such Subsidiary enters into such transaction.

"Receivables Subsidiary" means a Subsidiary of Arch Coal which engages in no activities other than those reasonably related to or in connection with the entering into of receivables securitization transactions and which is designated by the Board of Directors (as provided below) as a Receivables Subsidiary and:

(1) no portion of the Debt or any other obligations (contingent or otherwise) of which:

(a) is guaranteed by Arch Coal or any Restricted Subsidiary (excluding Guarantees (other than the principal of, and interest on, Debt) pursuant to Standard Securitization Undertakings);

(b) is recourse to or obligates Arch Coal or any Restricted Subsidiary in any way other than pursuant to Standard Securitization Undertakings; or

(c) subjects any Property of Arch Coal or any Restricted Subsidiary, directly or indirectly, contingently or otherwise, to the satisfaction thereof, other than pursuant to Standard Securitization Undertakings;

(2) with which neither Arch Coal nor any Restricted Subsidiary has any material contract, agreement, arrangement or understanding other than on terms no less favorable to Arch Coal or such Restricted Subsidiary than those that might be obtained at the time from Persons that are not Affiliates of Arch Coal, other than fees payable in the ordinary course of business in connection with servicing accounts receivable of such entity; and

(3) to which neither Arch Coal nor any Restricted Subsidiary has any obligation to maintain or preserve such entity's financial condition or cause such entity to achieve certain levels of operating results other than pursuant to Standard Securitization Undertakings.

Any designation of a Subsidiary as a Receivable Subsidiary shall be evidenced to the Trustee by filing with the Trustee a certified copy of the resolution of the Board of Directors giving effect to the designation and an Officers' Certificate certifying that the designation complied with the preceding conditions and was permitted by the Indenture.

"Registration Rights Agreement" means the Registration Rights Agreement, dated as of June 14, 2011, by and among Arch Coal, the Guarantors party thereto and Morgan Stanley & Co. LLC, PNC Capital Markets LLC, Merrill Lynch, Pierce, Fenner & Smith Incorporated, RBS Securities Inc. and Citigroup Global Markets Inc., as representatives of the initial purchasers of the original notes.

"Refinance" means, in respect of any Debt, to refinance, extend, renew, refund or Repay, or to issue other Debt, in exchange or replacement for, such Debt. "Refinanced" and "Refinancing" shall have correlative meanings.

"Repay" means, in respect of any Debt, to repay, prepay, repurchase, redeem, legally defease or otherwise retire such Debt. "Repayment" and "Repaid" shall have correlative meanings. For purposes of the covenant described under "—Certain Covenants—Limitation on Asset Sales" and the definition of "Consolidated Interest Coverage Ratio," Debt shall be considered to have been Repaid only to the extent the related loan commitment, if any, shall have been permanently reduced in connection therewith.

"Restricted Payment" means:

(a) any dividend or distribution (whether made in cash, securities or other Property) declared or paid, on or with respect to any shares of Capital Stock of Arch Coal or any Restricted Subsidiary (including any payment in connection with any merger or consolidation with or into Arch Coal or any Restricted Subsidiary), except for any dividend or distribution that is (i) made solely to Arch Coal or a Restricted Subsidiary (and, if such Restricted Subsidiary is not a Wholly Owned Restricted Subsidiary, to the other shareholders or members of such Restricted Subsidiary on a *pro rata* basis or on a basis that results in the receipt by Arch Coal or a Restricted Subsidiary of dividends or distributions equal to or greater in value than it would receive on a *pro rata* basis); or (ii) payable solely in shares of Capital Stock (other than Disqualified Stock) of Arch Coal;

(b) the purchase, repurchase, redemption, acquisition or retirement for value of any Capital Stock of Arch Coal (other than from Arch Coal or a Restricted Subsidiary);

(c) the purchase, repurchase, redemption, acquisition or retirement for value, prior to the date for any scheduled maturity, sinking fund or amortization or other installment payment, of any Subordinated Obligation (other than (i) Debt permitted under clause (e) of the second paragraph of the covenant described under "—Certain Covenants—Limitation on Debt" or (ii) the purchase, repurchase or other acquisition of any Subordinated Obligation purchased in anticipation of satisfying a scheduled maturity, sinking fund or amortization or other installment obligation, in each case due within one year of the date of acquisition); or

(d) any Investment (other than Permitted Investments) in any Person.

"Restricted Subsidiary" means any Subsidiary of Arch Coal other than an Unrestricted Subsidiary.

"S&P" means Standard & Poor's Ratings Services or any successor to the rating agency business thereof.

"Sale and Leaseback Transaction" means any direct or indirect arrangement relating to Property now owned or hereafter acquired whereby Arch Coal or a Restricted Subsidiary transfers such Property to another Person and Arch Coal or a Restricted Subsidiary leases it from such Person.

"Securities Act" means the Securities Act of 1933, as amended.

"Significant Subsidiary" means any Subsidiary that would be a "significant subsidiary" of Arch Coal within the meaning of Rule 1-02 under Regulation S-X promulgated by the Commission.

"Standard Securitization Undertakings" means representations, warranties, covenants and indemnities entered into by Arch Coal or any Restricted Subsidiary that are reasonably customary in receivables financing facilities, including, without limitation, servicing of the obligations thereunder.

"Stated Maturity" means, with respect to any security, the date specified in such security as the fixed date on which the payment of principal of such security is due and payable, including pursuant to any mandatory redemption provision (but excluding any provision providing for the repurchase of such

security at the option of the holder thereof upon the happening of any contingency beyond the control of the issuer unless such contingency has occurred).

"Subordinated Obligation" means any Debt of Arch Coal or a Guarantor (whether outstanding on the Issue Date or thereafter Incurred) that is subordinate or junior in right of payment to the Notes or the Note Guarantees pursuant to a written agreement to that effect.

"Subsidiary" means, in respect of any Person, any corporation, company (including any limited liability company), association, partnership, joint venture or other business entity of which at least a majority of the total voting power of the Voting Stock is at the time owned or controlled, directly or indirectly, by:

(a) such Person;

(b) such Person and one or more Subsidiaries of such Person; or

(c) one or more Subsidiaries of such Person.

"Surviving Person" means the surviving Person formed by a merger, consolidation or amalgamation and, for purposes of the covenant described under "—Merger, Consolidation and Sale of Property," a Person to whom all or substantially all of the Property of Arch Coal or a Guarantor is sold, transferred, assigned, leased, conveyed or otherwise disposed.

"Tax Amount" means the portion of the Hypothetical Income Tax Amount (as defined in the LLC Agreement as in effect on the Issue Date) allocated to the members of Arch Western, other than Arch Coal or any of its Affiliates.

"Transactions" means collectively, the transactions contemplated by the Merger Agreement, the Amended and Restated Credit Agreement, the Indenture (including this offering of Notes) and the redemption of, payment of cash in connection with conversion of, or other retirement of outstanding ICG indebtedness, including without limitation (1) ICG's 9.125% senior secured second-priority notes due 2018, (2) ICG's 4.00% convertible senior notes due 2017, (3) ICG's 9.00% convertible senior notes due 2012, and (4) other ICG indebtedness, including equipment notes and capital leases.

"Unrestricted Subsidiary" means:

(a) any Subsidiary of Arch Coal that is designated after the Issue Date as an Unrestricted Subsidiary as permitted or required pursuant to the covenant described under "—Certain Covenants—Designation of Restricted and Unrestricted Subsidiaries" and is not thereafter redesignated as a Restricted Subsidiary as permitted pursuant thereto;

(b) any Subsidiary of an Unrestricted Subsidiary; and

(c) as of the date of the Indenture, Jacobs Ranch Holdings I LLC, a Delaware limited liability company, Jacobs Ranch Holdings II LLC, a Delaware limited liability company, and Jacobs Ranch Coal LLC, a Delaware limited liability company.

After the termination of the covenants upon the Notes obtaining Investment Grade Ratings, all Unrestricted Subsidiaries shall be Restricted Subsidiaries.

"U.S. Government Obligations" means direct obligations (or certificates representing an ownership interest in such obligations) of the United States of America (including any agency or instrumentality thereof) for the payment of which the full faith and credit of the United States of America is pledged and which are not callable or redeemable at the issuer's option.

"Voting Stock" of any Person means all classes of Capital Stock or other interests (including partnership interests) of such Person then outstanding and normally entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees thereof.

"Wholly Owned Restricted Subsidiary" of a Person means, at any time, a Restricted Subsidiary all the Voting Stock of which (except directors' qualifying shares) is at such time owned, directly or indirectly, by such Person and its other Wholly Owned Subsidiaries.

Book-Entry, Delivery and Form

Except as set forth below, Notes will be issued in registered, global form in minimum denominations of $2,000 and integral multiples of $1,000 in excess thereof.

The Notes initially will be represented by one or more Notes in registered, global form without interest coupons (collectively, the "Global Notes"). The Global Notes will be deposited upon issuance with the Trustee as custodian for The Depository Trust Company ("DTC"), and registered in the name of DTC or its nominee, in each case for credit to an account of a direct or indirect participant in DTC as described below.

Except as set forth below, the Global Notes may be transferred, in whole and not in part, only to another nominee of DTC or to a successor of DTC or its nominee. Beneficial interests in the Global Notes may be exchanged for Notes in certificated form. See "—Exchange of Global Notes for Certificated Notes."

In addition, transfers of beneficial interests in the Global Notes will be subject to the applicable rules and procedures of DTC and its direct or indirect participants (including, if applicable, those of Euroclear and Clearstream), which may change from time to time.

Depository Procedures

DTC will act as securities depository for the Notes. The Notes will be issued as fully registered securities in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC in the aggregate principal amount of the Notes, and will be deposited with DTC or its custodian.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Exchange Act. DTC holds and provides asset servicing for over 2.2 million issues of U.S. and non-U.S. equity, corporate and municipal debt issues, and money market instruments from over 100 countries that DTC's participants, which we refer to as direct participants, deposit with DTC. DTC also facilitates the post-trade settlement among direct participants of sales and other securities transactions in deposited securities through electronic computerized book-entry transfers and pledges between direct participants' accounts. This eliminates the need for physical movement of securities certificates. Direct participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC, in turn, is owned by a number of direct participants of DTC and members of the National Securities Clearing Corporation, Fixed Income Clearing Corporation, and Emerging Markets Clearing Corporation, as well as by The New York Stock Exchange, Inc., the American Stock Exchange LLC, and the National Association of Securities Dealers, Inc. Access to the DTC system is also available to other entities such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a direct participant, either directly or indirectly, which we refer to as indirect participants. The DTC rules applicable to its participants are on file with the SEC. More information about DTC can be found at www.dtcc.com. The information on this website is not a part of this prospectus.

Purchases of Notes under the DTC system must be made by or through direct participants, which will receive a credit for the Notes on the records of DTC. The ownership interest of each actual purchaser of each exchange note, which we refer to as a beneficial owner, is in turn to be recorded on the records of the direct and indirect participant's records. Beneficial owners will not receive written confirmation from DTC of their purchase. Beneficial owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the direct or indirect participant through which the beneficial owner entered into the transaction. Transfers of ownership interests in the Notes are to be accomplished by entries made on the books of direct and indirect participants acting on behalf of beneficial owners. Beneficial owners will not receive certificates representing their ownership interests in the Notes, except in the event that use of the book-entry system for the Notes is discontinued.

To facilitate subsequent transfers, all Notes deposited by direct participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Notes with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual beneficial owners of the Notes; the records of DTC reflect only the identity of the direct participants to whose accounts such Notes are credited, which may or may not be the beneficial owners. The direct and indirect participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to direct participants, by direct participants to indirect participants, and by direct participants and indirect participants to beneficial owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial owners of Notes may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Notes, such as redemptions, defaults and proposed amendments to the documents establishing the Notes. For example, beneficial owners of Notes may wish to ascertain that the nominee holding the Notes for their benefit has agreed to obtain and to transmit notices to beneficial owners or, in the alternative, beneficial owners may wish to provide their names and addresses to the transfer agent and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all the Notes within an issue are being redeemed, the practice of DTC is to determine by lot the amount of the interest of each direct participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor such other DTC nominee) will consent or vote with respect to the Notes unless authorized by a direct participant in accordance with DTC's procedures. Under its usual procedures, DTC mails an omnibus proxy to us as soon as possible after the record date. The omnibus proxy assigns Cede & Co.'s consenting or voting rights to those direct participants to whose accounts the Notes are credited on the record date, identified in a listing attached to the omnibus proxy.

Redemption proceeds and distribution and interest payments on the Notes will be made to Cede & Co. or such other nominee as may be requested by an authorized representative of DTC. The practice of DTC is to credit the accounts of direct participants, upon the receipt by DTC of funds and corresponding detail information from us, on the payable date in accordance with their respective holdings shown on the records of DTC. Payments by participants to beneficial owners will be governed by standing instructions and customary practice, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such participant and not of DTC or its nominee, the initial purchaser or us, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds and distribution and interest payments to Cede & Co. or such other nominee as may be requested by an

authorized representative of DTC is our responsibility, disbursement of such payments to direct participants will be the responsibility of DTC, and disbursement of such payments to the beneficial owners will be the responsibility of direct and indirect participants.

A beneficial owner shall give notice to elect to have its Notes purchased or tendered, through its participant, to the tender or remarketing agent and shall effect delivery of such Notes by causing the direct participant to transfer the interest of the participant in the Notes, on the records of DTC, to the tender or remarketing agent. The requirement for physical delivery of Notes in connection with an optional tender or a mandatory purchase will be deemed satisfied when the ownership rights in the Notes are transferred by direct participants on the records of DTC and followed by a book-entry credit of tendered Notes to the DTC account of the tender or remarketing agent.

DTC may discontinue providing its services as securities depository with respect to the Notes at any time by giving reasonable notice to us. Under such circumstances, in the event that a successor depository is not obtained, exchange note certificates are required to be printed and delivered.

We may decide to discontinue use of the system of book-entry transfers through DTC or a successor securities depository. In that event, exchange note certificates will be printed and delivered.

This information in this section concerning DTC and its book-entry system has been obtained from sources that we believe to be reliable, but we take no responsibility for the accuracy thereof.

Exchange of Global Notes for Certificated Notes

A Global Note is exchangeable for definitive Notes in registered certificated form ("Certificated Notes") if:

(1) DTC (a) notifies Arch Coal that it is unwilling or unable to continue as depositary for the Global Notes or (b) has ceased to be a clearing agency registered under the Exchange Act, and in each case Arch Coal fails to appoint a successor depositary;

(2) Arch Coal, at its option, notifies the Trustee in writing that it elects to cause the issuance of Certificated Notes (DTC has advised Arch Coal that, in such event, under current DTC practices, DTC would notify its participants of Arch Coal's request but will only withdraw beneficial interests from a Global Note at the request of each DTC participant); or

(3) there shall have occurred and be continuing a Default or Event of Default with respect to the Notes and DTC requests Certificated Notes.

In addition, beneficial interests in a Global Note may be exchanged for Certificated Notes upon prior written notice given to the Trustee by or on behalf of DTC in accordance with the Indenture. In all cases, Certificated Notes delivered in exchange for any Global Note or beneficial interests in Global Notes will be registered in the names, and issued in any approved denominations, requested by or on behalf of the depositary (in accordance with its customary procedures).

Exchange of Certificated Notes for Global Notes

Certificated Notes may not be exchanged for beneficial interests in any Global Note unless the transferor first delivers to the Trustee a written certificate (in the form provided in the Indenture) to the effect that such transfer will comply with the appropriate transfer restrictions applicable to such Notes.

Same Day Settlement and Payment

Arch Coal will make payments in respect of the Notes represented by the Global Notes (including principal, premium, if any, and interest) by wire transfer of immediately available funds to the accounts specified by the Global Note Holder. Arch Coal will make all payments of principal, interest and premium, if any, with respect to Certificated Notes by wire transfer of immediately available funds to the accounts specified by the Holders thereof or, if no such account is specified, by mailing a check to each such Holder's registered address. The Notes represented by the Global Notes are expected to be eligible to trade in DTC's Same-Day Funds Settlement System, and any permitted secondary market trading activity in such Notes will, therefore, be required by DTC to be settled in immediately available funds. Arch Coal expects that secondary trading in any Certificated Notes will also be settled in immediately available funds.

MATERIAL UNITED STATES FEDERAL INCOME TAX CONSEQUENCES

The following is a summary of material United States federal income tax consequences of the exchange of original notes for exchange notes pursuant to the exchange offer by a holder of the original notes that purchased the original notes for cash at original issuance at the price indicated on the cover of the original offering circular. This summary is based upon existing United States federal income tax law, which is subject to change or differing interpretations, possibly with retroactive effect. This summary does not discuss all aspects of United States federal income taxation that may be important to particular investors in light of their individual circumstances, such as investors subject to special tax rules (e.g., financial institutions, insurance companies, broker-dealers, traders that elect to mark-to-market and tax-exempt organizations), persons that held the original notes or will hold the exchange notes as a part of a straddle, hedge, conversion, constructive sale or other integrated transaction for United States federal income tax purposes, partnerships or U.S. Holders (as defined below) that have a functional currency other than the United States dollar, all of whom may be subject to tax rules that differ materially from those summarized below. In addition, this summary does not discuss any federal estate or gift, foreign, state or local tax considerations of the exchange offer. This summary is written for investors that held their original notes and will hold their exchange notes as "capital assets" under the Internal Revenue Code of 1986, as amended, or the Code. Each prospective investor should consult its tax advisor regarding the United States federal, state, local and foreign income and other tax consequences of the exchange offer.

For purposes of this summary, a "U.S. Holder" is a beneficial owner of an exchange note that is, for United States federal income tax purposes, (i) an individual who is a citizen or resident of the United States, (ii) a corporation or other entity treated as a corporation for United States federal income tax purposes, created in or organized under the law of the United States or any state or political subdivision thereof, (iii) an estate the income of which is includible in gross income for United States federal income tax purposes regardless of its source, or (iv) a trust (A) the administration of which is subject to the primary supervision of a United States court and with respect to which one or more United States persons have the authority to control all substantial decisions of the trust or (B) that has in effect a valid election under applicable United States Treasury regulations to be treated as a United States person. If a partnership (including any entity or arrangement treated as a partnership for United States federal income tax purposes) is a beneficial owner of exchange notes, the treatment of a partner in the partnership generally will depend upon the status of the partner and the activities of the partnership. A holder of exchange notes that is a partnership and partners in such a partnership should consult their tax advisors regarding the United States federal, state, local and foreign income and other tax consequences of the exchange offer and of the holding and disposing of exchange notes.

Exchange Offer

The exchange of the original notes for the exchange notes in the exchange offer will not constitute a taxable exchange for holders because the exchange notes will not be considered to differ materially in kind or extent from the original notes. As a result, for U.S. federal income tax purposes (i) a holder will not recognize any income, gain or loss as a result of exchanging the original notes for the exchange notes, (ii) the holding period of the exchange notes will include the holding period of the original notes exchanged and (iii) the adjusted tax basis of the exchange notes will be the same as the adjusted tax basis of the original notes exchanged immediately before such exchange.

PLAN OF DISTRIBUTION

Each broker-dealer that receives exchange notes for its own account pursuant to the exchange offer must acknowledge that it will deliver a prospectus in connection with any resale of such exchange notes. This prospectus, as it may be amended or supplemented from time to time, may be used by a broker-dealer in connection with resales of exchange notes received in exchange for original notes where such original notes were acquired as a result of market-making activities or other trading activities. We and the guarantors have agreed that, starting on the expiration date and ending on the close of business 180 days after the expiration date, we will make this prospectus, as amended or supplemented, available to any broker-dealer for use in connection with any such resale. In addition, until , 2012, dealers effecting transactions in the exchange notes may be required to deliver a prospectus.

We and the guarantors will not receive any proceeds from any sale of exchange notes by brokers-dealers. Exchange notes received by broker-dealers for their own account pursuant to the exchange offer may be sold from time to time in one or more transactions in the over-the-counter market, in negotiated transactions, through the writing of options on the exchange notes or a combination of such methods of resale, at market prices prevailing at the time of resale, at prices related to such prevailing market prices or negotiated prices. Any such resale may be made directly to purchasers or to or through brokers or dealers who may receive compensation in the form of commissions or concessions from any such broker-dealer and/or the purchasers of any such exchange notes. Any broker-dealer that resells exchange notes that were received by it for its own account pursuant to the exchange offer and any broker or dealer that participates in a distribution of such exchange notes may be deemed to be an "underwriter" within the meaning of the Securities Act and any profit of any such resale of exchange notes and any commissions or concessions received by any such persons may be deemed to be underwriting compensation under the Securities Act. The letter of transmittal states that, by acknowledging that it will deliver and by delivering a prospectus, a broker-dealer will not be deemed to admit that it is an "underwriter" within the meaning of the Securities Act.

For a period of 180 days after the expiration date, we and the guarantors will promptly send additional copies of this prospectus and any amendment or supplement to this prospectus to any broker-dealer that requests such documents in the letter of transmittal. We and the guarantors have agreed to pay all expenses incidental to the exchange offer (including the expenses of one counsel for the holders of the original notes) other than commissions or concessions of any brokers or dealers and certain transfer taxes and will indemnify the holders of the original notes (including any broker-dealers) against certain liabilities, including liabilities under the Securities Act.

Under existing interpretations of the Securities Act by the SEC's staff contained in several no-action letters to third parties, and subject to the immediately following sentence, we and the guarantors believe that the exchange notes would generally be freely transferable by holders after the exchange offer without further registration under the Securities Act, subject to certain representations required to be made by each holder of exchange notes, as set forth below. However, any purchaser of exchange notes who is an "affiliate" (as defined in Rule 405 under the Securities Act) of ours and the guarantors or who intends to participate in the exchange offer for the purpose of distributing the exchange notes:

- will not be able to rely on the applicable interpretation of the staff of the SEC;
- will not be able to tender its original securities in the exchange offer; and
- must comply with the registration and prospectus delivery requirements of the Securities Act in connection with any sale or transfer of the exchange notes unless such sale or transfer is made pursuant to an exemption from such requirements.

We and the guarantors do not intend to seek our own interpretations regarding the exchange offer, and there can be no assurance that the SEC's staff would make a similar determination with respect to the exchange notes as it has in other interpretation to other parties, although we and the guarantors have no reason to believe otherwise.

LEGAL MATTERS

K&L Gates LLP, Pittsburgh, Pennsylvania, will pass upon the validity of the exchange notes and the guarantees by the guarantors. In rendering its opinion, K&L Gates LLP will rely upon the opinion of Jackson Kelly PLLC, Charleston, West Virginia, as to all matters governed by the laws of the Commonwealth of Kentucky, the Commonwealth of Virginia and the State of West Virginia.

EXPERTS

Coal Reserves

The information appearing in, and incorporated by reference in, this prospectus concerning our estimates of proven and probable coal reserves at December 31, 2011 were prepared by our engineers and geologists and reviewed by Weir International, Inc., an independent mining and geological consultant.

Independent Registered Public Accounting Firm

The consolidated financial statements of Arch Coal, Inc. appearing in Arch Coal, Inc.'s Annual Report (Form 10-K) for the year ended December 31, 2011 (including the schedule appearing therein) have been audited by Ernst & Young LLP, independent registered public accounting firm, as set forth in its report thereon, included therein and incorporated herein by reference. Such consolidated financial statements and schedule are incorporated herein by reference in reliance upon such report given on the authority of such firm as experts in accounting and auditing.

WHERE YOU CAN FIND MORE INFORMATION

We file annual, quarterly and current reports, proxy statements and other information with the SEC under the Exchange Act. You may inspect without charge any documents filed by us at the SEC's public reference room at 100 F Street, N.E., Room 1580, Washington, D.C. 20549. You may obtain information on the operation of the public reference room by calling the SEC at 1-800-SEC-0330. The SEC also maintains an Internet site, www.sec.gov, that contains reports, proxy and information statements, and other information regarding issuers that file electronically with the SEC, including Arch Coal, Inc. Our common stock is traded on the New York Stock Exchange. You may also inspect the information we file with the SEC at the New York Stock Exchange's offices at 20 Broad Street, New York, NY 10005. Information about us is also available at www.archcoal.com. The information on our Internet site is not a part of this prospectus.

We are "incorporating by reference" into this prospectus the information we file with the SEC. This means that we are disclosing important information to you by referring you to these documents filed with the SEC. The information incorporated by reference is considered part of this prospectus, and information filed with the SEC subsequent to this prospectus and prior to the termination of this exchange offer will automatically be deemed to update and supersede this information. We incorporate by reference into this prospectus the documents listed below and any filing that we will make with the SEC in the future under Section 13(a), 13(c), 14 or 15(d) of the Exchange Act, including such documents filed with the SEC by us after the date of this prospectus and prior to the time we complete the exchange offer (excluding any portions of such documents that have been "furnished" but not "filed" for purposes of the Exchange Act):

- Our Annual Report on Form 10-K for the year ended December 31, 2011; and
- Our Current Reports on Form 8-K dated February 13 and March 1, 2012.

Any statement or information contained in those documents shall be deemed to be modified or superseded to the extent a statement or information included in this prospectus modifies or supersedes

such statement or information. Any such statement or information so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this prospectus. Any future filings made by us with the SEC (excluding those filings made under Items 2.02 or 7.01 of Form 8-K or other information "furnished" to the SEC) under Sections 13(a), 13(c), 14 or 15(d) of the Securities Exchange Act of 1934 after the date of this prospectus and prior to the termination of this offering will also be deemed to be incorporated by reference and to be part of this prospectus from their dates of filing. Other than as expressly stated in this paragraph, none of our reports, proxy statements and other information filed, or that we may file, with the SEC is incorporated by reference herein.

Offer to Exchange
Up to $1,000,000,000 aggregate principal amount of
7.000% Senior Notes Due 2019 (CUSIP No. 039380AE0)
which have been registered under the Securities Act of 1933, as amended
for
Any and All of Our Outstanding 7.000% Senior Notes Due 2019
(CUSIP Nos. 039380AD2 and U0393CAB1)

and

Up to $1,000,000,000 aggregate principal amount of
7.250% Senior Notes Due 2021 (CUSIP No. 039380AG5)
which have been registered under the Securities Act of 1933, as amended
for
Any and All of Our Outstanding 7.250% Senior Notes Due 2021
(CUSIP Nos. 039380AF7 and U0393CAC9)

The exchange offer will expire at 12:00 midnight, New York City time,
at the end of , 2012, unless earlier terminated or extended.

PROSPECTUS
, 2012

DEALER PROSPECTUS DELIVERY OBLIGATION

Until , 2012, all dealers that effect transactions in these securities, whether or not participating in this offering, may be required to deliver a prospectus. This is in addition to the dealers' obligation to deliver a prospectus when acting as underwriters and with respect to their unsold allotment of subscriptions.

PART II

INFORMATION NOT REQUIRED IN PROSPECTUS

Item 20. ***Indemnification of Directors and Officers.***

The following summary is qualified in its entirety by reference to the complete text of any statutes referred to below and the restated certificate of incorporation and amended and by-laws of Arch Coal, Inc., a Delaware corporation ("Arch Coal" or the "Company").

Section 102(b)(7) of the Delaware General Corporation Law permits a corporation, in its certificate of incorporation, to limit or eliminate, subject to certain statutory limitations, the liability of directors to the corporation or its stockholders for monetary damages for breaches of fiduciary duty, except for liability (a) for any breach of the director's duty of loyalty to the corporation or its stockholders, (b) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (c) under Section 174 of the Delaware law or (d) for any transaction from which the director derived an improper personal benefit. Our restated certificate of incorporation provides, among other things, that the personal liability of our directors is so eliminated.

Under Section 145 of the Delaware law, a corporation has the power to indemnify directors and officers under certain prescribed circumstances and subject to certain limitations against certain costs and expenses, including attorneys' fees actually and reasonably incurred in connection with any action, suit or proceeding, whether civil, criminal, administrative or investigative, to which any of them is a party by reason of his being a director or officer of the corporation if it is determined that he acted in accordance with the applicable standard of conduct set forth in such statutory provision. Our amended and restated bylaws provide that we will indemnify any person who may be involved, as a party or otherwise, in a claim, action, suit or proceeding (other than any claim, action, suit or proceeding brought by or in the right of Arch Coal, Inc.) by reason of the fact that such person is or was a director or officer, or is or was serving at the request of us as a director or officer of any other corporation or entity, against certain liabilities, costs and expenses. We are also authorized to maintain insurance on behalf of any person who is or was a director or officer, or is or was serving at the request of us as a director or officer of any other corporation or entity, against any liability asserted against such person and incurred by such person in any such capacity or arising out of his status as such, whether or not we would have the power to indemnify such person against such liability under Delaware law. We are a party to agreements with our directors and officers pursuant to which we have agreed to indemnify them against certain costs and expenses incurred by them in their capacities as such.

Item 21. ***Exhibits and Financial Statement Schedules***

(a) Exhibits

The exhibits to this registration statement are listed in the Exhibit Index, which appears elsewhere herein and is incorporated by reference.

Item 22. ***Undertakings.***

The undersigned registrants hereby undertake:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:

(i) To include any prospectus required by section 10(a)(3) of the Securities Act of 1933;

(ii) To reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which,

individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than 20% change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement;

(iii) To include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement.

(2) That, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(4) Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit, or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issue.

(5) The undersigned registrants hereby undertake that, for purposes of determining any liability under the Securities Act of 1933, each filing of the registrant's annual report pursuant to section 13(a) or section 15(d) of the Securities Exchange Act of 1934 (and, where applicable, each filing of an employee benefit plan's annual report pursuant to section 15(d) of the Securities Exchange Act of 1934) that is incorporated by reference into the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(6) The undersigned registrants hereby undertake to respond to requests for information that is incorporated by reference into the prospectus pursuant to Items 4, 10(b), 11 or 13 of this Form, within one business day of receipt of such request, and to send the incorporated documents by first class mail or other equally prompt means. This includes information contained in documents filed subsequent to the effective date of the registration statement through the date of responding to the request.

(7) The undersigned registrants hereby undertake to supply by means of a post-effective amendment all information concerning a transaction, and the company being acquired involved therein, that was not the subject of and included in the registration statement when it became effective.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of St. Louis, State of Missouri, on the 1st day of March, 2012.

ARCH COAL, INC.

By: /s/ JOHN T. DREXLER

Name: John T. Drexler
Title: *Senior Vice President and Chief Financial Officer*

POWER OF ATTORNEY

Each of the undersigned directors and officers of Arch Coal, Inc., a Delaware corporation, do hereby constitute and appoint Steven F. Leer, John T. Drexler and Robert G. Jones, or any of them, the undersigned's true and lawful attorneys and agents, with full power of substitution and resubstitution in each, to do any and all acts and things in our name and on our behalf in our respective capacities as directors and officers and to execute any and all instruments for us and in our names in the capacities indicated below, which said attorneys and agents, or either one of them, may deem necessary or advisable to enable said corporation to comply with the Securities Act, as amended, and any rules, regulations and requirements of the Securities and Exchange Commission, in connection with this Registration Statement, including specifically, but without limitation, power and authority to sign for us or any of us in our names in the capacities indicated below, any and all amendments (including post-effective amendments, whether pursuant to Rule 462(b) or otherwise) hereto, and each of the undersigned does hereby ratify and confirm all that said attorneys and agents, or either one of them or any substitute, shall do or cause to be done by virtue hereof. This Power of Attorney may be executed in any number of counterparts.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

SIGNATURE	TITLE	DATE
/s/ STEVEN F. LEER Steven F. Leer	Chairman and Chief Executive Officer (Principal Executive Officer)	March 1, 2012
/s/ JOHN T. DREXLER John T. Drexler	Senior Vice President and Chief Financial Officer (Principal Financial Officer)	March 1, 2012
/s/ JOHN W. LORSON John W. Lorson	Vice President and Chief Accounting Officer (Principal Accounting Officer)	March 1, 2012
/s/ JAMES R. BOYD James R. Boyd	Director	March 1, 2012

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SIGNATURE	TITLE	DATE
/s/ JOHN W. EAVES John W. Eaves	Director	March 1, 2012
/s/ DAVID D. FREUDENTHAL David D. Freudenthal	Director	March 1, 2012
/s/ PATRICIA F. GODLEY Patricia F. Godley	Director	March 1, 2012
/s/ DOUGLAS H. HUNT Douglas H. Hunt	Director	March 1, 2012
/s/ BRIAN J. JENNINGS Brian J. Jennings	Director	March 1, 2012
/s/ J. THOMAS JONES J. Thomas Jones	Director	March 1, 2012
/s/ A. MICHAEL PERRY A. Michael Perry	Director	March 1, 2012
/s/ ROBERT G. POTTER Robert G. Potter	Director	March 1, 2012
/s/ THEODORE D. SANDS Theodore D. Sands	Director	March 1, 2012
/s/ WESLEY M. TAYLOR Wesley M. Taylor	Director	March 1, 2012
/s/ PETER I. WOLD Peter I. Wold	Director	March 1, 2012

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of St. Louis, State of Missouri, on the 1st day of March, 2012.

ALLEGHENY LAND COMPANY

By: /s/ JOHN T. DREXLER

Name: John T. Drexler
Title: *Vice President*

POWER OF ATTORNEY

Each of the undersigned directors and officers of Allegheny Land Company, a Delaware corporation, do hereby constitute and appoint Steven F. Leer, John T. Drexler and Robert G. Jones, or any of them, the undersigned's true and lawful attorneys and agents, with full power of substitution and resubstitution in each, to do any and all acts and things in our name and on our behalf in our respective capacities as directors and officers and to execute any and all instruments for us and in our names in the capacities indicated below, which said attorneys and agents, or either one of them, may deem necessary or advisable to enable said corporation to comply with the Securities Act, as amended, and any rules, regulations and requirements of the Securities and Exchange Commission, in connection with this Registration Statement, including specifically, but without limitation, power and authority to sign for us or any of us in our names in the capacities indicated below, any and all amendments (including post-effective amendments, whether pursuant to Rule 462(b) or otherwise) hereto, and each of the undersigned does hereby ratify and confirm all that said attorneys and agents, or either one of them or any substitute, shall do or cause to be done by virtue hereof. This Power of Attorney may be executed in any number of counterparts.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

SIGNATURE	TITLE	DATE
/s/ DAVID J. FINNERTY David J. Finnerty	President (Principal Executive Officer)	March 1, 2012
/s/ JOHN T. DREXLER John T. Drexler	Vice President (Principal Financial and Accounting Officer)	March 1, 2012
/s/ C. HENRY BESTEN, JR. C. Henry Besten, Jr.	Director	March 1, 2012
/s/ ROBERT G. JONES Robert G. Jones	Director	March 1, 2012
/s/ PAUL A. LANG Paul A. Lang	Director	March 1, 2012

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of St. Louis, State of Missouri, on the 1st day of March, 2012.

ARCH COAL SALES COMPANY, INC.

By: /s/ JOHN T. DREXLER

Name: John T. Drexler
Title: *Vice President*

POWER OF ATTORNEY

Each of the undersigned directors and officers of Arch Coal Sales Company, Inc., a Delaware corporation, do hereby constitute and appoint Steven F. Leer, John T. Drexler and Robert G. Jones, or any of them, the undersigned's true and lawful attorneys and agents, with full power of substitution and resubstitution in each, to do any and all acts and things in our name and on our behalf in our respective capacities as directors and officers and to execute any and all instruments for us and in our names in the capacities indicated below, which said attorneys and agents, or either one of them, may deem necessary or advisable to enable said corporation to comply with the Securities Act, as amended, and any rules, regulations and requirements of the Securities and Exchange Commission, in connection with this Registration Statement, including specifically, but without limitation, power and authority to sign for us or any of us in our names in the capacities indicated below, any and all amendments (including post-effective amendments, whether pursuant to Rule 462(b) or otherwise) hereto, and each of the undersigned does hereby ratify and confirm all that said attorneys and agents, or either one of them or any substitute, shall do or cause to be done by virtue hereof. This Power of Attorney may be executed in any number of counterparts.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

SIGNATURE	TITLE	DATE
/s/ DAVID N. WARNECKE David N. Warnecke	Director and President (Principal Executive Officer)	March 1, 2012
/s/ JOHN T. DREXLER John T. Drexler	Vice President (Principal Financial and Accounting Officer)	March 1, 2012
/s/ C. HENRY BESTEN, JR. C. Henry Besten, Jr.	Director	March 1, 2012
/s/ JOHN W. EAVES John W. Eaves	Director	March 1, 2012

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SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of St. Louis, State of Missouri, on the 1st day of March, 2012.

ARCH COAL TERMINAL, INC.

By: /s/ JOHN T. DREXLER

Name: John T. Drexler
Title: *Vice President*

POWER OF ATTORNEY

Each of the undersigned directors and officers of Arch Coal Terminal, Inc., a Delaware corporation, do hereby constitute and appoint Steven F. Leer, John T. Drexler and Robert G. Jones, or any of them, the undersigned's true and lawful attorneys and agents, with full power of substitution and resubstitution in each, to do any and all acts and things in our name and on our behalf in our respective capacities as directors and officers and to execute any and all instruments for us and in our names in the capacities indicated below, which said attorneys and agents, or either one of them, may deem necessary or advisable to enable said corporation to comply with the Securities Act, as amended, and any rules, regulations and requirements of the Securities and Exchange Commission, in connection with this Registration Statement, including specifically, but without limitation, power and authority to sign for us or any of us in our names in the capacities indicated below, any and all amendments (including post-effective amendments, whether pursuant to Rule 462(b) or otherwise) hereto, and each of the undersigned does hereby ratify and confirm all that said attorneys and agents, or either one of them or any substitute, shall do or cause to be done by virtue hereof. This Power of Attorney may be executed in any number of counterparts.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

SIGNATURE	TITLE	DATE
/s/ CALVIN N. HALL Calvin N. Hall	President (Principal Executive Officer)	March 1, 2012
/s/ JOHN T. DREXLER John T. Drexler	Vice President (Principal Financial and Accounting Officer)	March 1, 2012
/s/ C. HENRY BESTEN, JR. C. Henry Besten, Jr.	Director	March 1, 2012
/s/ R. MATTHEW FERGUSON R. Matthew Ferguson	Director	March 1, 2012
/s/ DAVID N. WARNECKE David N. Warnecke	Director	March 1, 2012

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SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of St. Louis, State of Missouri, on the 1st day of March, 2012.

ARCH COAL WEST, LLC

By: /s/ JOHN T. DREXLER

Name: John T. Drexler
Title: *Vice President*

POWER OF ATTORNEY

Each of the undersigned directors and officers of Arch Coal West, LLC, a Delaware limited liability company, do hereby constitute and appoint Steven F. Leer, John T. Drexler and Robert G. Jones, or any of them, the undersigned's true and lawful attorneys and agents, with full power of substitution and resubstitution in each, to do any and all acts and things in our name and on our behalf in our respective capacities as directors and officers and to execute any and all instruments for us and in our names in the capacities indicated below, which said attorneys and agents, or either one of them, may deem necessary or advisable to enable said corporation to comply with the Securities Act, as amended, and any rules, regulations and requirements of the Securities and Exchange Commission, in connection with this Registration Statement, including specifically, but without limitation, power and authority to sign for us or any of us in our names in the capacities indicated below, any and all amendments (including post-effective amendments, whether pursuant to Rule 462(b) or otherwise) hereto, and each of the undersigned does hereby ratify and confirm all that said attorneys and agents, or either one of them or any substitute, shall do or cause to be done by virtue hereof. This Power of Attorney may be executed in any number of counterparts.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

SIGNATURE	TITLE	DATE
/s/ C. HENRY BESTEN, JR. C. Henry Besten, Jr.	President (Principal Executive Officer)	March 1, 2012
/s/ JOHN T. DREXLER John T. Drexler	Vice President (Principal Financial and Accounting Officer)	March 1, 2012
Arch Coal, Inc. By: /s/ JOHN T. DREXLER John T. Drexler *Senior Vice President and Chief Financial Officer*	Member	March 1, 2012

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SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of St. Louis, State of Missouri, on the 1st day of March, 2012.

ARCH DEVELOPMENT, LLC

By: /s/ JOHN T. DREXLER

Name: John T. Drexler
Title: *Vice President*

POWER OF ATTORNEY

Each of the undersigned directors and officers of Arch Development, LLC, a Delaware limited liability company, do hereby constitute and appoint Steven F. Leer, John T. Drexler and Robert G. Jones, or any of them, the undersigned's true and lawful attorneys and agents, with full power of substitution and resubstitution in each, to do any and all acts and things in our name and on our behalf in our respective capacities as directors and officers and to execute any and all instruments for us and in our names in the capacities indicated below, which said attorneys and agents, or either one of them, may deem necessary or advisable to enable said corporation to comply with the Securities Act, as amended, and any rules, regulations and requirements of the Securities and Exchange Commission, in connection with this Registration Statement, including specifically, but without limitation, power and authority to sign for us or any of us in our names in the capacities indicated below, any and all amendments (including post-effective amendments, whether pursuant to Rule 462(b) or otherwise) hereto, and each of the undersigned does hereby ratify and confirm all that said attorneys and agents, or either one of them or any substitute, shall do or cause to be done by virtue hereof. This Power of Attorney may be executed in any number of counterparts.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

SIGNATURE	TITLE	DATE
/s/ ROBERT E. SHANKLIN Robert E. Shanklin	President (Principal Executive Officer)	March 1, 2012
/s/ JOHN T. DREXLER John T. Drexler	Vice President (Principal Financial and Accounting Officer)	March 1, 2012
Arch Coal, Inc. By: /s/ JOHN T. DREXLER John T. Drexler *Senior Vice President and Chief Financial Officer*	Member	March 1, 2012

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of St. Louis, State of Missouri, on the 1st day of March, 2012.

ARCH ENERGY RESOURCES, LLC

By: /s/ JOHN T. DREXLER

Name: John T. Drexler
Title: *Vice President*

POWER OF ATTORNEY

Each of the undersigned directors and officers of Arch Energy Resources, LLC, a Delaware limited liability company, do hereby constitute and appoint Steven F. Leer, John T. Drexler and Robert G. Jones, or any of them, the undersigned's true and lawful attorneys and agents, with full power of substitution and resubstitution in each, to do any and all acts and things in our name and on our behalf in our respective capacities as directors and officers and to execute any and all instruments for us and in our names in the capacities indicated below, which said attorneys and agents, or either one of them, may deem necessary or advisable to enable said corporation to comply with the Securities Act, as amended, and any rules, regulations and requirements of the Securities and Exchange Commission, in connection with this Registration Statement, including specifically, but without limitation, power and authority to sign for us or any of us in our names in the capacities indicated below, any and all amendments (including post-effective amendments, whether pursuant to Rule 462(b) or otherwise) hereto, and each of the undersigned does hereby ratify and confirm all that said attorneys and agents, or either one of them or any substitute, shall do or cause to be done by virtue hereof. This Power of Attorney may be executed in any number of counterparts.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

SIGNATURE	TITLE	DATE
/s/ DAVID N. WARNECKE David N. Warnecke	President (Principal Executive Officer)	March 1, 2012
/s/ JOHN T. DREXLER John T. Drexler	Vice President (Principal Financial and Accounting Officer)	March 1, 2012
/s/ JOHN W. EAVES John W. Eaves	Manager	March 1, 2012
/s/ ROBERT G. JONES Robert G. Jones	Manager	March 1, 2012
/s/ STEVEN F. LEER Steven F. Leer	Manager	March 1, 2012

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of St. Louis, State of Missouri, on the 1st day of March, 2012.

ARCH RECLAMATION SERVICES, INC.

By: /s/ JOHN T. DREXLER

Name: John T. Drexler
Title: *Vice President*

POWER OF ATTORNEY

Each of the undersigned directors and officers of Arch Reclamation Services, Inc., a Delaware corporation, do hereby constitute and appoint Steven F. Leer, John T. Drexler and Robert G. Jones, or any of them, the undersigned's true and lawful attorneys and agents, with full power of substitution and resubstitution in each, to do any and all acts and things in our name and on our behalf in our respective capacities as directors and officers and to execute any and all instruments for us and in our names in the capacities indicated below, which said attorneys and agents, or either one of them, may deem necessary or advisable to enable said corporation to comply with the Securities Act, as amended, and any rules, regulations and requirements of the Securities and Exchange Commission, in connection with this Registration Statement, including specifically, but without limitation, power and authority to sign for us or any of us in our names in the capacities indicated below, any and all amendments (including post-effective amendments, whether pursuant to Rule 462(b) or otherwise) hereto, and each of the undersigned does hereby ratify and confirm all that said attorneys and agents, or either one of them or any substitute, shall do or cause to be done by virtue hereof. This Power of Attorney may be executed in any number of counterparts.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

SIGNATURE	TITLE	DATE
/s/ JOHN K. O'HARE John K. O'Hare	Director and President (Principal Executive Officer)	March 1, 2012
/s/ JOHN T. DREXLER John T. Drexler	Vice President (Principal Financial and Accounting Officer)	March 1, 2012
/s/ ROBERT G. JONES Robert G. Jones	Director	March 1, 2012
/s/ PAUL A. LANG Paul A. Lang	Director	March 1, 2012

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SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of St. Louis, State of Missouri, on the 1st day of March, 2012.

ARK LAND COMPANY

By: /s/ JOHN T. DREXLER

Name: John T. Drexler
Title: *Vice President*

POWER OF ATTORNEY

Each of the undersigned directors and officers of Ark Land Company, a Delaware corporation, do hereby constitute and appoint Steven F. Leer, John T. Drexler and Robert G. Jones, or any of them, the undersigned's true and lawful attorneys and agents, with full power of substitution and resubstitution in each, to do any and all acts and things in our name and on our behalf in our respective capacities as directors and officers and to execute any and all instruments for us and in our names in the capacities indicated below, which said attorneys and agents, or either one of them, may deem necessary or advisable to enable said corporation to comply with the Securities Act, as amended, and any rules, regulations and requirements of the Securities and Exchange Commission, in connection with this Registration Statement, including specifically, but without limitation, power and authority to sign for us or any of us in our names in the capacities indicated below, any and all amendments (including post-effective amendments, whether pursuant to Rule 462(b) or otherwise) hereto, and each of the undersigned does hereby ratify and confirm all that said attorneys and agents, or either one of them or any substitute, shall do or cause to be done by virtue hereof. This Power of Attorney may be executed in any number of counterparts.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

SIGNATURE	TITLE	DATE
/s/ DAVID J. FINNERTY David J. Finnerty	President (Principal Executive Officer)	March 1, 2012
/s/ JOHN T. DREXLER John T. Drexler	Vice President (Principal Financial and Accounting Officer)	March 1, 2012
/s/ C. HENRY BESTEN, JR. C. Henry Besten, Jr.	Director	March 1, 2012
/s/ ROBERT G. JONES Robert G. Jones	Director	March 1, 2012
/s/ PAUL A. LANG Paul A. Lang	Director	March 1, 2012

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of St. Louis, State of Missouri, on the 1st day of March, 2012.

ARK LAND KH, INC.

By: /s/ JOHN T. DREXLER

Name: John T. Drexler
Title: *Vice President*

POWER OF ATTORNEY

Each of the undersigned directors and officers of Ark Land KH, Inc., a Delaware corporation, do hereby constitute and appoint Steven F. Leer, John T. Drexler and Robert G. Jones, or any of them, the undersigned's true and lawful attorneys and agents, with full power of substitution and resubstitution in each, to do any and all acts and things in our name and on our behalf in our respective capacities as directors and officers and to execute any and all instruments for us and in our names in the capacities indicated below, which said attorneys and agents, or either one of them, may deem necessary or advisable to enable said corporation to comply with the Securities Act, as amended, and any rules, regulations and requirements of the Securities and Exchange Commission, in connection with this Registration Statement, including specifically, but without limitation, power and authority to sign for us or any of us in our names in the capacities indicated below, any and all amendments (including post-effective amendments, whether pursuant to Rule 462(b) or otherwise) hereto, and each of the undersigned does hereby ratify and confirm all that said attorneys and agents, or either one of them or any substitute, shall do or cause to be done by virtue hereof. This Power of Attorney may be executed in any number of counterparts.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

SIGNATURE	TITLE	DATE
/s/ DAVID J. FINNERTY David J. Finnerty	President (Principal Executive Officer)	March 1, 2012
/s/ JOHN T. DREXLER John T. Drexler	Vice President (Principal Financial and Accounting Officer)	March 1, 2012
/s/ C. HENRY BESTEN, JR. C. Henry Besten, Jr.	Director	March 1, 2012
/s/ ROBERT G. JONES Robert G. Jones	Director	March 1, 2012
/s/ PAUL A. LANG Paul A. Lang	Director	March 1, 2012

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SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of St. Louis, State of Missouri, on the 1st day of March, 2012.

ARK LAND LT, INC.

By: /s/ JOHN T. DREXLER

Name: John T. Drexler
Title: *Vice President*

POWER OF ATTORNEY

Each of the undersigned directors and officers of Ark Land LT, Inc., a Delaware corporation, do hereby constitute and appoint Steven F. Leer, John T. Drexler and Robert G. Jones, or any of them, the undersigned's true and lawful attorneys and agents, with full power of substitution and resubstitution in each, to do any and all acts and things in our name and on our behalf in our respective capacities as directors and officers and to execute any and all instruments for us and in our names in the capacities indicated below, which said attorneys and agents, or either one of them, may deem necessary or advisable to enable said corporation to comply with the Securities Act, as amended, and any rules, regulations and requirements of the Securities and Exchange Commission, in connection with this Registration Statement, including specifically, but without limitation, power and authority to sign for us or any of us in our names in the capacities indicated below, any and all amendments (including post-effective amendments, whether pursuant to Rule 462(b) or otherwise) hereto, and each of the undersigned does hereby ratify and confirm all that said attorneys and agents, or either one of them or any substitute, shall do or cause to be done by virtue hereof. This Power of Attorney may be executed in any number of counterparts.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

SIGNATURE	TITLE	DATE
/s/ DAVID J. FINNERTY David J. Finnerty	President (Principal Executive Officer)	March 1, 2012
/s/ JOHN T. DREXLER John T. Drexler	Vice President (Principal Financial and Accounting Officer)	March 1, 2012
/s/ C. HENRY BESTEN, JR. C. Henry Besten, Jr.	Director	March 1, 2012
/s/ ROBERT G. JONES Robert G. Jones	Director	March 1, 2012
/s/ PAUL A. LANG Paul A. Lang	Director	March 1, 2012

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SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of St. Louis, State of Missouri, on the 1st day of March, 2012.

ARK LAND WR, INC.

By: /s/ JOHN T. DREXLER

Name: John T. Drexler
Title: *Vice President*

POWER OF ATTORNEY

Each of the undersigned directors and officers of Ark Land WR, Inc., a Delaware corporation, do hereby constitute and appoint Steven F. Leer, John T. Drexler and Robert G. Jones, or any of them, the undersigned's true and lawful attorneys and agents, with full power of substitution and resubstitution in each, to do any and all acts and things in our name and on our behalf in our respective capacities as directors and officers and to execute any and all instruments for us and in our names in the capacities indicated below, which said attorneys and agents, or either one of them, may deem necessary or advisable to enable said corporation to comply with the Securities Act, as amended, and any rules, regulations and requirements of the Securities and Exchange Commission, in connection with this Registration Statement, including specifically, but without limitation, power and authority to sign for us or any of us in our names in the capacities indicated below, any and all amendments (including post-effective amendments, whether pursuant to Rule 462(b) or otherwise) hereto, and each of the undersigned does hereby ratify and confirm all that said attorneys and agents, or either one of them or any substitute, shall do or cause to be done by virtue hereof. This Power of Attorney may be executed in any number of counterparts.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

SIGNATURE	TITLE	DATE
/s/ DAVID J. FINNERTY David J. Finnerty	President (Principal Executive Officer)	March 1, 2012
/s/ JOHN T. DREXLER John T. Drexler	Vice President (Principal Financial and Accounting Officer)	March 1, 2012
/s/ C. HENRY BESTEN, JR. C. Henry Besten, Jr.	Director	March 1, 2012
/s/ ROBERT G. JONES Robert G. Jones	Director	March 1, 2012
/s/ PAUL A. LANG Paul A. Lang	Director	March 1, 2012

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SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of St. Louis, State of Missouri, on the 1st day of March, 2012.

ASHLAND TERMINAL, INC.

By: /s/ JOHN T. DREXLER

Name: John T. Drexler
Title: *Vice President*

POWER OF ATTORNEY

Each of the undersigned directors and officers of Ashland Terminal, Inc., a Delaware corporation, do hereby constitute and appoint Steven F. Leer, John T. Drexler and Robert G. Jones, or any of them, the undersigned's true and lawful attorneys and agents, with full power of substitution and resubstitution in each, to do any and all acts and things in our name and on our behalf in our respective capacities as directors and officers and to execute any and all instruments for us and in our names in the capacities indicated below, which said attorneys and agents, or either one of them, may deem necessary or advisable to enable said corporation to comply with the Securities Act, as amended, and any rules, regulations and requirements of the Securities and Exchange Commission, in connection with this Registration Statement, including specifically, but without limitation, power and authority to sign for us or any of us in our names in the capacities indicated below, any and all amendments (including post-effective amendments, whether pursuant to Rule 462(b) or otherwise) hereto, and each of the undersigned does hereby ratify and confirm all that said attorneys and agents, or either one of them or any substitute, shall do or cause to be done by virtue hereof. This Power of Attorney may be executed in any number of counterparts.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

SIGNATURE	TITLE	DATE
/s/ CALVIN N. HALL Calvin N. Hall	President (Principal Executive Officer)	March 1, 2012
/s/ JOHN T. DREXLER John T. Drexler	Vice President (Principal Financial and Accounting Officer)	March 1, 2012
/s/ C. HENRY BESTEN, JR. C. Henry Besten, Jr.	Director	March 1, 2012
/s/ R. MATTHEW FERGUSON R. Matthew Ferguson	Director	March 1, 2012
/s/ DAVID N. WARNECKE David N. Warnecke	Director	March 1, 2012

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SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of St. Louis, State of Missouri, on the 1st day of March, 2012.

BRONCO MINING COMPANY, INC.

By: /s/ JOHN T. DREXLER

Name: John T. Drexler
Title: *Vice President*

POWER OF ATTORNEY

Each of the undersigned directors and officers of Bronco Mining Company, Inc., a West Virginia corporation, do hereby constitute and appoint Steven F. Leer, John T. Drexler and Robert G. Jones, or any of them, the undersigned's true and lawful attorneys and agents, with full power of substitution and resubstitution in each, to do any and all acts and things in our name and on our behalf in our respective capacities as directors and officers and to execute any and all instruments for us and in our names in the capacities indicated below, which said attorneys and agents, or either one of them, may deem necessary or advisable to enable said corporation to comply with the Securities Act, as amended, and any rules, regulations and requirements of the Securities and Exchange Commission, in connection with this Registration Statement, including specifically, but without limitation, power and authority to sign for us or any of us in our names in the capacities indicated below, any and all amendments (including post-effective amendments, whether pursuant to Rule 462(b) or otherwise) hereto, and each of the undersigned does hereby ratify and confirm all that said attorneys and agents, or either one of them or any substitute, shall do or cause to be done by virtue hereof. This Power of Attorney may be executed in any number of counterparts.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

SIGNATURE	TITLE	DATE
/s/ PAUL A. LANG Paul A. Lang	Director and President (Principal Executive Officer)	March 1, 2012
/s/ JOHN T. DREXLER John T. Drexler	Vice President (Principal Financial and Accounting Officer)	March 1, 2012
/s/ JOHN W. EAVES John W. Eaves	Director	March 1, 2012
/s/ ROBERT G. JONES Robert G. Jones	Director	March 1, 2012

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SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of St. Louis, State of Missouri, on the 1st day of March, 2012.

CATENARY COAL HOLDINGS, INC.

By: /s/ JOHN T. DREXLER

Name: John T. Drexler
Title: *Vice President*

POWER OF ATTORNEY

Each of the undersigned directors and officers of Catenary Coal Holdings, Inc., a Delaware corporation, do hereby constitute and appoint Steven F. Leer, John T. Drexler and Robert G. Jones, or any of them, the undersigned's true and lawful attorneys and agents, with full power of substitution and resubstitution in each, to do any and all acts and things in our name and on our behalf in our respective capacities as directors and officers and to execute any and all instruments for us and in our names in the capacities indicated below, which said attorneys and agents, or either one of them, may deem necessary or advisable to enable said corporation to comply with the Securities Act, as amended, and any rules, regulations and requirements of the Securities and Exchange Commission, in connection with this Registration Statement, including specifically, but without limitation, power and authority to sign for us or any of us in our names in the capacities indicated below, any and all amendments (including post-effective amendments, whether pursuant to Rule 462(b) or otherwise) hereto, and each of the undersigned does hereby ratify and confirm all that said attorneys and agents, or either one of them or any substitute, shall do or cause to be done by virtue hereof. This Power of Attorney may be executed in any number of counterparts.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

SIGNATURE	TITLE	DATE
/s/ GARY L. BENNETT Gary L. Bennett	President (Principal Executive Officer)	March 1, 2012
/s/ JOHN T. DREXLER John T. Drexler	Vice President (Principal Financial and Accounting Officer)	March 1, 2012
/s/ C. HENRY BESTEN, JR. C. Henry Besten, Jr.	Director	March 1, 2012
/s/ JOHN W. EAVES John W. Eaves	Director	March 1, 2012
/s/ STEVEN F. LEER Steven F. Leer	Director	March 1, 2012

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SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of St. Louis, State of Missouri, on the 1st day of March, 2012.

COAL-MAC, INC.

By: /s/ JOHN T. DREXLER

Name: John T. Drexler
Title: *Vice President*

POWER OF ATTORNEY

Each of the undersigned directors and officers of Coal-Mac, Inc., a Kentucky corporation, do hereby constitute and appoint Steven F. Leer, John T. Drexler and Robert G. Jones, or any of them, the undersigned's true and lawful attorneys and agents, with full power of substitution and resubstitution in each, to do any and all acts and things in our name and on our behalf in our respective capacities as directors and officers and to execute any and all instruments for us and in our names in the capacities indicated below, which said attorneys and agents, or either one of them, may deem necessary or advisable to enable said corporation to comply with the Securities Act, as amended, and any rules, regulations and requirements of the Securities and Exchange Commission, in connection with this Registration Statement, including specifically, but without limitation, power and authority to sign for us or any of us in our names in the capacities indicated below, any and all amendments (including post-effective amendments, whether pursuant to Rule 462(b) or otherwise) hereto, and each of the undersigned does hereby ratify and confirm all that said attorneys and agents, or either one of them or any substitute, shall do or cause to be done by virtue hereof. This Power of Attorney may be executed in any number of counterparts.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

SIGNATURE	TITLE	DATE
/s/ CHRIS SYKES Chris Sykes	President (Principal Executive Officer)	March 1, 2012
/s/ JOHN T. DREXLER John T. Drexler	Director and Vice President (Principal Financial and Accounting Officer)	March 1, 2012
/s/ JOHN W. EAVES John W. Eaves	Director	March 1, 2012

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of St. Louis, State of Missouri, on the 1st day of March, 2012.

COALQUEST DEVELOPMENT LLC

By: /s/ JOHN T. DREXLER

Name: John T. Drexler
Title: *Vice President*

POWER OF ATTORNEY

Each of the undersigned directors and officers of CoalQuest Development LLC, a Delaware limited liability company, do hereby constitute and appoint Steven F. Leer, John T. Drexler and Robert G. Jones, or any of them, the undersigned's true and lawful attorneys and agents, with full power of substitution and resubstitution in each, to do any and all acts and things in our name and on our behalf in our respective capacities as directors and officers and to execute any and all instruments for us and in our names in the capacities indicated below, which said attorneys and agents, or either one of them, may deem necessary or advisable to enable said corporation to comply with the Securities Act, as amended, and any rules, regulations and requirements of the Securities and Exchange Commission, in connection with this Registration Statement, including specifically, but without limitation, power and authority to sign for us or any of us in our names in the capacities indicated below, any and all amendments (including post-effective amendments, whether pursuant to Rule 462(b) or otherwise) hereto, and each of the undersigned does hereby ratify and confirm all that said attorneys and agents, or either one of them or any substitute, shall do or cause to be done by virtue hereof. This Power of Attorney may be executed in any number of counterparts.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

SIGNATURE	TITLE	DATE
/s/ PAUL A. LANG Paul A. Lang	Director and President (Principal Executive Officer)	March 1, 2012
/s/ JOHN T. DREXLER John T. Drexler	Vice President (Principal Financial and Accounting Officer)	March 1, 2012
/s/ JOHN W. EAVES John W. Eaves	Director	March 1, 2012
/s/ ROBERT G. JONES Robert G. Jones	Director	March 1, 2012

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SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of St. Louis, State of Missouri, on the 1st day of March, 2012.

CUMBERLAND RIVER COAL COMPANY

By: /s/ JOHN T. DREXLER

Name: John T. Drexler
Title: *Vice President*

POWER OF ATTORNEY

Each of the undersigned directors and officers of Cumberland River Coal Company, a Delaware corporation, do hereby constitute and appoint Steven F. Leer, John T. Drexler and Robert G. Jones, or any of them, the undersigned's true and lawful attorneys and agents, with full power of substitution and resubstitution in each, to do any and all acts and things in our name and on our behalf in our respective capacities as directors and officers and to execute any and all instruments for us and in our names in the capacities indicated below, which said attorneys and agents, or either one of them, may deem necessary or advisable to enable said corporation to comply with the Securities Act, as amended, and any rules, regulations and requirements of the Securities and Exchange Commission, in connection with this Registration Statement, including specifically, but without limitation, power and authority to sign for us or any of us in our names in the capacities indicated below, any and all amendments (including post-effective amendments, whether pursuant to Rule 462(b) or otherwise) hereto, and each of the undersigned does hereby ratify and confirm all that said attorneys and agents, or either one of them or any substitute, shall do or cause to be done by virtue hereof. This Power of Attorney may be executed in any number of counterparts.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

SIGNATURE	TITLE	DATE
/s/ RICKY L. JOHNSON Ricky L. Johnson	President (Principal Executive Officer)	March 1, 2012
/s/ JOHN T. DREXLER John T. Drexler	Vice President (Principal Financial and Accounting Officer)	March 1, 2012
/s/ C. HENRY BESTEN, JR. C. Henry Besten, Jr.	Director	March 1, 2012
/s/ JOHN W. EAVES John W. Eaves	Director	March 1, 2012

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SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of St. Louis, State of Missouri, on the 1st day of March, 2012.

HAWTHORNE COAL COMPANY, INC.

By: /s/ JOHN T. DREXLER

Name: John T. Drexler
Title: *Vice President*

POWER OF ATTORNEY

Each of the undersigned directors and officers of Hawthorne Coal Company, Inc., a West Virginia corporation, do hereby constitute and appoint Steven F. Leer, John T. Drexler and Robert G. Jones, or any of them, the undersigned's true and lawful attorneys and agents, with full power of substitution and resubstitution in each, to do any and all acts and things in our name and on our behalf in our respective capacities as directors and officers and to execute any and all instruments for us and in our names in the capacities indicated below, which said attorneys and agents, or either one of them, may deem necessary or advisable to enable said corporation to comply with the Securities Act, as amended, and any rules, regulations and requirements of the Securities and Exchange Commission, in connection with this Registration Statement, including specifically, but without limitation, power and authority to sign for us or any of us in our names in the capacities indicated below, any and all amendments (including post-effective amendments, whether pursuant to Rule 462(b) or otherwise) hereto, and each of the undersigned does hereby ratify and confirm all that said attorneys and agents, or either one of them or any substitute, shall do or cause to be done by virtue hereof. This Power of Attorney may be executed in any number of counterparts.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

SIGNATURE	TITLE	DATE
/s/ PAUL A. LANG Paul A. Lang	Director and President (Principal Executive Officer)	March 1, 2012
/s/ JOHN T. DREXLER John T. Drexler	Vice President (Principal Financial and Accounting Officer)	March 1, 2012
/s/ JOHN W. EAVES John W. Eaves	Director	March 1, 2012
/s/ ROBERT G. JONES Robert G. Jones	Director	March 1, 2012

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SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of St. Louis, State of Missouri, on the 1st day of March, 2012.

HUNTER RIDGE, INC.

By: /s/ JOHN T. DREXLER

Name: John T. Drexler
Title: *Vice President*

POWER OF ATTORNEY

Each of the undersigned directors and officers of Hunter Ridge, Inc., a Delaware corporation, do hereby constitute and appoint Steven F. Leer, John T. Drexler and Robert G. Jones, or any of them, the undersigned's true and lawful attorneys and agents, with full power of substitution and resubstitution in each, to do any and all acts and things in our name and on our behalf in our respective capacities as directors and officers and to execute any and all instruments for us and in our names in the capacities indicated below, which said attorneys and agents, or either one of them, may deem necessary or advisable to enable said corporation to comply with the Securities Act, as amended, and any rules, regulations and requirements of the Securities and Exchange Commission, in connection with this Registration Statement, including specifically, but without limitation, power and authority to sign for us or any of us in our names in the capacities indicated below, any and all amendments (including post-effective amendments, whether pursuant to Rule 462(b) or otherwise) hereto, and each of the undersigned does hereby ratify and confirm all that said attorneys and agents, or either one of them or any substitute, shall do or cause to be done by virtue hereof. This Power of Attorney may be executed in any number of counterparts.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

SIGNATURE	TITLE	DATE
/s/ PAUL A. LANG Paul A. Lang	Director and President (Principal Executive Officer)	March 1, 2012
/s/ JOHN T. DREXLER John T. Drexler	Vice President (Principal Financial and Accounting Officer)	March 1, 2012
/s/ JOHN W. EAVES John W. Eaves	Director	March 1, 2012
/s/ ROBERT G. JONES Robert G. Jones	Director	March 1, 2012

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of St. Louis, State of Missouri, on the 1st day of March, 2012.

HUNTER RIDGE COAL COMPANY, INC.

By: /s/ JOHN T. DREXLER

Name: John T. Drexler
Title: *Vice President*

POWER OF ATTORNEY

Each of the undersigned directors and officers of Hunter Ridge Coal Company, Inc., a Delaware corporation, do hereby constitute and appoint Steven F. Leer, John T. Drexler and Robert G. Jones, or any of them, the undersigned's true and lawful attorneys and agents, with full power of substitution and resubstitution in each, to do any and all acts and things in our name and on our behalf in our respective capacities as directors and officers and to execute any and all instruments for us and in our names in the capacities indicated below, which said attorneys and agents, or either one of them, may deem necessary or advisable to enable said corporation to comply with the Securities Act, as amended, and any rules, regulations and requirements of the Securities and Exchange Commission, in connection with this Registration Statement, including specifically, but without limitation, power and authority to sign for us or any of us in our names in the capacities indicated below, any and all amendments (including post-effective amendments, whether pursuant to Rule 462(b) or otherwise) hereto, and each of the undersigned does hereby ratify and confirm all that said attorneys and agents, or either one of them or any substitute, shall do or cause to be done by virtue hereof. This Power of Attorney may be executed in any number of counterparts.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

SIGNATURE	TITLE	DATE
/s/ PAUL A. LANG Paul A. Lang	Director and President (Principal Executive Officer)	March 1, 2012
/s/ JOHN T. DREXLER John T. Drexler	Vice President (Principal Financial and Accounting Officer)	March 1, 2012
/s/ JOHN W. EAVES John W. Eaves	Director	March 1, 2012
/s/ ROBERT G. JONES Robert G. Jones	Director	March 1, 2012

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of St. Louis, State of Missouri, on the 1st day of March, 2012.

HUNTER RIDGE HOLDINGS, INC.

By: /s/ JOHN T. DREXLER

Name: John T. Drexler
Title: *Vice President*

POWER OF ATTORNEY

Each of the undersigned directors and officers of Hunter Ridge Holdings, Inc., a Delaware corporation, do hereby constitute and appoint Steven F. Leer, John T. Drexler and Robert G. Jones, or any of them, the undersigned's true and lawful attorneys and agents, with full power of substitution and resubstitution in each, to do any and all acts and things in our name and on our behalf in our respective capacities as directors and officers and to execute any and all instruments for us and in our names in the capacities indicated below, which said attorneys and agents, or either one of them, may deem necessary or advisable to enable said corporation to comply with the Securities Act, as amended, and any rules, regulations and requirements of the Securities and Exchange Commission, in connection with this Registration Statement, including specifically, but without limitation, power and authority to sign for us or any of us in our names in the capacities indicated below, any and all amendments (including post-effective amendments, whether pursuant to Rule 462(b) or otherwise) hereto, and each of the undersigned does hereby ratify and confirm all that said attorneys and agents, or either one of them or any substitute, shall do or cause to be done by virtue hereof. This Power of Attorney may be executed in any number of counterparts.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

SIGNATURE	TITLE	DATE
/s/ PAUL A. LANG Paul A. Lang	Director and President (Principal Executive Officer)	March 1, 2012
/s/ JOHN T. DREXLER John T. Drexler	Vice President (Principal Financial and Accounting Officer)	March 1, 2012
/s/ JOHN W. EAVES John W. Eaves	Director	March 1, 2012
/s/ ROBERT G. JONES Robert G. Jones	Director	March 1, 2012

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SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of St. Louis, State of Missouri, on the 1st day of March, 2012.

ICG, INC.

By: /s/ JOHN T. DREXLER

Name: John T. Drexler
Title: *Vice President*

POWER OF ATTORNEY

Each of the undersigned directors and officers of ICG, Inc., a Delaware corporation, do hereby constitute and appoint Steven F. Leer, John T. Drexler and Robert G. Jones, or any of them, the undersigned's true and lawful attorneys and agents, with full power of substitution and resubstitution in each, to do any and all acts and things in our name and on our behalf in our respective capacities as directors and officers and to execute any and all instruments for us and in our names in the capacities indicated below, which said attorneys and agents, or either one of them, may deem necessary or advisable to enable said corporation to comply with the Securities Act, as amended, and any rules, regulations and requirements of the Securities and Exchange Commission, in connection with this Registration Statement, including specifically, but without limitation, power and authority to sign for us or any of us in our names in the capacities indicated below, any and all amendments (including post-effective amendments, whether pursuant to Rule 462(b) or otherwise) hereto, and each of the undersigned does hereby ratify and confirm all that said attorneys and agents, or either one of them or any substitute, shall do or cause to be done by virtue hereof. This Power of Attorney may be executed in any number of counterparts.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

SIGNATURE	TITLE	DATE
/s/ PAUL A. LANG Paul A. Lang	Director and President (Principal Executive Officer)	March 1, 2012
/s/ JOHN T. DREXLER John T. Drexler	Vice President (Principal Financial and Accounting Officer)	March 1, 2012
/s/ JOHN W. EAVES John W. Eaves	Director	March 1, 2012
/s/ ROBERT G. JONES Robert G. Jones	Director	March 1, 2012

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of St. Louis, State of Missouri, on the 1st day of March, 2012.

ICG, LLC

By: /s/ JOHN T. DREXLER

Name: John T. Drexler
Title: *Vice President*

POWER OF ATTORNEY

Each of the undersigned directors and officers of ICG, LLC, a Delaware limited liability company, do hereby constitute and appoint Steven F. Leer, John T. Drexler and Robert G. Jones, or any of them, the undersigned's true and lawful attorneys and agents, with full power of substitution and resubstitution in each, to do any and all acts and things in our name and on our behalf in our respective capacities as directors and officers and to execute any and all instruments for us and in our names in the capacities indicated below, which said attorneys and agents, or either one of them, may deem necessary or advisable to enable said corporation to comply with the Securities Act, as amended, and any rules, regulations and requirements of the Securities and Exchange Commission, in connection with this Registration Statement, including specifically, but without limitation, power and authority to sign for us or any of us in our names in the capacities indicated below, any and all amendments (including post-effective amendments, whether pursuant to Rule 462(b) or otherwise) hereto, and each of the undersigned does hereby ratify and confirm all that said attorneys and agents, or either one of them or any substitute, shall do or cause to be done by virtue hereof. This Power of Attorney may be executed in any number of counterparts.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

SIGNATURE	TITLE	DATE
/s/ PAUL A. LANG Paul A. Lang	Director and President (Principal Executive Officer)	March 1, 2012
/s/ JOHN T. DREXLER John T. Drexler	Vice President (Principal Financial and Accounting Officer)	March 1, 2012
/s/ JOHN W. EAVES John W. Eaves	Director	March 1, 2012
/s/ ROBERT G. JONES Robert G. Jones	Director	March 1, 2012

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SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of St. Louis, State of Missouri, on the 1st day of March, 2012.

ICG ADDCAR SYSTEMS, LLC

By: /s/ JOHN T. DREXLER

Name: John T. Drexler
Title: *Vice President*

POWER OF ATTORNEY

Each of the undersigned directors and officers of ICG ADDCAR Systems, LLC, a Delaware limited liability company, do hereby constitute and appoint Steven F. Leer, John T. Drexler and Robert G. Jones, or any of them, the undersigned's true and lawful attorneys and agents, with full power of substitution and resubstitution in each, to do any and all acts and things in our name and on our behalf in our respective capacities as directors and officers and to execute any and all instruments for us and in our names in the capacities indicated below, which said attorneys and agents, or either one of them, may deem necessary or advisable to enable said corporation to comply with the Securities Act, as amended, and any rules, regulations and requirements of the Securities and Exchange Commission, in connection with this Registration Statement, including specifically, but without limitation, power and authority to sign for us or any of us in our names in the capacities indicated below, any and all amendments (including post-effective amendments, whether pursuant to Rule 462(b) or otherwise) hereto, and each of the undersigned does hereby ratify and confirm all that said attorneys and agents, or either one of them or any substitute, shall do or cause to be done by virtue hereof. This Power of Attorney may be executed in any number of counterparts.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

SIGNATURE	TITLE	DATE
/s/ JOHNNY STURGILL Johnny Sturgill	President (Principal Executive Officer)	March 1, 2012
/s/ JOHN T. DREXLER John T. Drexler	Vice President (Principal Financial and Accounting Officer)	March 1, 2012
/s/ JOHN W. EAVES John W. Eaves	Director	March 1, 2012
/s/ ROBERT G. JONES Robert G. Jones	Director	March 1, 2012
/s/ PAUL A. LANG Paul A. Lang	Director	March 1, 2012

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SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of St. Louis, State of Missouri, on the 1st day of March, 2012.

ICG BECKLEY, LLC

By: /s/ JOHN T. DREXLER

Name: John T. Drexler
Title: *Vice President*

POWER OF ATTORNEY

Each of the undersigned directors and officers of ICG Beckley, LLC, a Delaware limited liability company, do hereby constitute and appoint Steven F. Leer, John T. Drexler and Robert G. Jones, or any of them, the undersigned's true and lawful attorneys and agents, with full power of substitution and resubstitution in each, to do any and all acts and things in our name and on our behalf in our respective capacities as directors and officers and to execute any and all instruments for us and in our names in the capacities indicated below, which said attorneys and agents, or either one of them, may deem necessary or advisable to enable said corporation to comply with the Securities Act, as amended, and any rules, regulations and requirements of the Securities and Exchange Commission, in connection with this Registration Statement, including specifically, but without limitation, power and authority to sign for us or any of us in our names in the capacities indicated below, any and all amendments (including post-effective amendments, whether pursuant to Rule 462(b) or otherwise) hereto, and each of the undersigned does hereby ratify and confirm all that said attorneys and agents, or either one of them or any substitute, shall do or cause to be done by virtue hereof. This Power of Attorney may be executed in any number of counterparts.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

SIGNATURE	TITLE	DATE
/s/ JOE TUSSEY Joe Tussey	President (Principal Executive Officer)	March 1, 2012
/s/ JOHN T. DREXLER John T. Drexler	Vice President (Principal Financial and Accounting Officer)	March 1, 2012
/s/ JOHN W. EAVES John W. Eaves	Director	March 1, 2012
/s/ ROBERT G. JONES Robert G. Jones	Director	March 1, 2012
/s/ PAUL A. LANG Paul A. Lang	Director	March 1, 2012

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SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of St. Louis, State of Missouri, on the 1st day of March, 2012.

ICG EAST KENTUCKY, LLC

By: /s/ JOHN T. DREXLER

Name: John T. Drexler
Title: *Vice President*

POWER OF ATTORNEY

Each of the undersigned directors and officers of ICG East Kentucky, LLC, a Delaware limited liability company, do hereby constitute and appoint Steven F. Leer, John T. Drexler and Robert G. Jones, or any of them, the undersigned's true and lawful attorneys and agents, with full power of substitution and resubstitution in each, to do any and all acts and things in our name and on our behalf in our respective capacities as directors and officers and to execute any and all instruments for us and in our names in the capacities indicated below, which said attorneys and agents, or either one of them, may deem necessary or advisable to enable said corporation to comply with the Securities Act, as amended, and any rules, regulations and requirements of the Securities and Exchange Commission, in connection with this Registration Statement, including specifically, but without limitation, power and authority to sign for us or any of us in our names in the capacities indicated below, any and all amendments (including post-effective amendments, whether pursuant to Rule 462(b) or otherwise) hereto, and each of the undersigned does hereby ratify and confirm all that said attorneys and agents, or either one of them or any substitute, shall do or cause to be done by virtue hereof. This Power of Attorney may be executed in any number of counterparts.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

SIGNATURE	TITLE	DATE
/s/ ROGER MASON Roger Mason	President (Principal Executive Officer)	March 1, 2012
/s/ JOHN T. DREXLER John T. Drexler	Vice President (Principal Financial and Accounting Officer)	March 1, 2012
/s/ JOHN W. EAVES John W. Eaves	Director	March 1, 2012
/s/ ROBERT G. JONES Robert G. Jones	Director	March 1, 2012
/s/ PAUL A. LANG Paul A. Lang	Director	March 1, 2012

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SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of St. Louis, State of Missouri, on the 1st day of March, 2012.

ICG EASTERN, LLC

By: /s/ JOHN T. DREXLER

Name: John T. Drexler
Title: *Vice President*

POWER OF ATTORNEY

Each of the undersigned directors and officers of ICG Eastern, LLC, a Delaware limited liability company, do hereby constitute and appoint Steven F. Leer, John T. Drexler and Robert G. Jones, or any of them, the undersigned's true and lawful attorneys and agents, with full power of substitution and resubstitution in each, to do any and all acts and things in our name and on our behalf in our respective capacities as directors and officers and to execute any and all instruments for us and in our names in the capacities indicated below, which said attorneys and agents, or either one of them, may deem necessary or advisable to enable said corporation to comply with the Securities Act, as amended, and any rules, regulations and requirements of the Securities and Exchange Commission, in connection with this Registration Statement, including specifically, but without limitation, power and authority to sign for us or any of us in our names in the capacities indicated below, any and all amendments (including post-effective amendments, whether pursuant to Rule 462(b) or otherwise) hereto, and each of the undersigned does hereby ratify and confirm all that said attorneys and agents, or either one of them or any substitute, shall do or cause to be done by virtue hereof. This Power of Attorney may be executed in any number of counterparts.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

SIGNATURE	TITLE	DATE
/s/ GARY L. BENNETT Gary L. Bennett	President (Principal Executive Officer)	March 1, 2012
/s/ JOHN T. DREXLER John T. Drexler	Vice President (Principal Financial and Accounting Officer)	March 1, 2012
/s/ JOHN W. EAVES John W. Eaves	Director	March 1, 2012
/s/ ROBERT G. JONES Robert G. Jones	Director	March 1, 2012
/s/ PAUL A. LANG Paul A. Lang	Director	March 1, 2012

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SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of St. Louis, State of Missouri, on the 1st day of March, 2012.

ICG EASTERN LAND, LLC

By: /s/ JOHN T. DREXLER

Name: John T. Drexler
Title: *Vice President*

POWER OF ATTORNEY

Each of the undersigned directors and officers of ICG Eastern Land, LLC, a Delaware limited liability company, do hereby constitute and appoint Steven F. Leer, John T. Drexler and Robert G. Jones, or any of them, the undersigned's true and lawful attorneys and agents, with full power of substitution and resubstitution in each, to do any and all acts and things in our name and on our behalf in our respective capacities as directors and officers and to execute any and all instruments for us and in our names in the capacities indicated below, which said attorneys and agents, or either one of them, may deem necessary or advisable to enable said corporation to comply with the Securities Act, as amended, and any rules, regulations and requirements of the Securities and Exchange Commission, in connection with this Registration Statement, including specifically, but without limitation, power and authority to sign for us or any of us in our names in the capacities indicated below, any and all amendments (including post-effective amendments, whether pursuant to Rule 462(b) or otherwise) hereto, and each of the undersigned does hereby ratify and confirm all that said attorneys and agents, or either one of them or any substitute, shall do or cause to be done by virtue hereof. This Power of Attorney may be executed in any number of counterparts.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

SIGNATURE	TITLE	DATE
/s/ DAVID J. FINNERTY David J. Finnerty	President (Principal Executive Officer)	March 1, 2012
/s/ JOHN T. DREXLER John T. Drexler	Vice President (Principal Financial and Accounting Officer)	March 1, 2012
/s/ JOHN W. EAVES John W. Eaves	Director	March 1, 2012
/s/ ROBERT G. JONES Robert G. Jones	Director	March 1, 2012
/s/ PAUL A. LANG Paul A. Lang	Director	March 1, 2012

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SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of St. Louis, State of Missouri, on the 1st day of March, 2012.

ICG HAZARD, LLC

By: /s/ JOHN T. DREXLER

Name: John T. Drexler
Title: *Vice President*

POWER OF ATTORNEY

Each of the undersigned directors and officers of ICG Hazard, LLC, a Delaware limited liability company, do hereby constitute and appoint Steven F. Leer, John T. Drexler and Robert G. Jones, or any of them, the undersigned's true and lawful attorneys and agents, with full power of substitution and resubstitution in each, to do any and all acts and things in our name and on our behalf in our respective capacities as directors and officers and to execute any and all instruments for us and in our names in the capacities indicated below, which said attorneys and agents, or either one of them, may deem necessary or advisable to enable said corporation to comply with the Securities Act, as amended, and any rules, regulations and requirements of the Securities and Exchange Commission, in connection with this Registration Statement, including specifically, but without limitation, power and authority to sign for us or any of us in our names in the capacities indicated below, any and all amendments (including post-effective amendments, whether pursuant to Rule 462(b) or otherwise) hereto, and each of the undersigned does hereby ratify and confirm all that said attorneys and agents, or either one of them or any substitute, shall do or cause to be done by virtue hereof. This Power of Attorney may be executed in any number of counterparts.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

SIGNATURE	TITLE	DATE
/s/ WILLIAM G. FELTNER William G. Feltner	President (Principal Executive Officer)	March 1, 2012
/s/ JOHN T. DREXLER John T. Drexler	Vice President (Principal Financial and Accounting Officer)	March 1, 2012
/s/ JOHN W. EAVES John W. Eaves	Director	March 1, 2012
/s/ ROBERT G. JONES Robert G. Jones	Director	March 1, 2012
/s/ PAUL A. LANG Paul A. Lang	Director	March 1, 2012

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SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of St. Louis, State of Missouri, on the 1st day of March, 2012.

ICG HAZARD LAND, LLC

By: /s/ JOHN T. DREXLER

Name: John T. Drexler
Title: *Vice President*

POWER OF ATTORNEY

Each of the undersigned directors and officers of ICG Hazard Land, LLC, a Delaware limited liability company, do hereby constitute and appoint Steven F. Leer, John T. Drexler and Robert G. Jones, or any of them, the undersigned's true and lawful attorneys and agents, with full power of substitution and resubstitution in each, to do any and all acts and things in our name and on our behalf in our respective capacities as directors and officers and to execute any and all instruments for us and in our names in the capacities indicated below, which said attorneys and agents, or either one of them, may deem necessary or advisable to enable said corporation to comply with the Securities Act, as amended, and any rules, regulations and requirements of the Securities and Exchange Commission, in connection with this Registration Statement, including specifically, but without limitation, power and authority to sign for us or any of us in our names in the capacities indicated below, any and all amendments (including post-effective amendments, whether pursuant to Rule 462(b) or otherwise) hereto, and each of the undersigned does hereby ratify and confirm all that said attorneys and agents, or either one of them or any substitute, shall do or cause to be done by virtue hereof. This Power of Attorney may be executed in any number of counterparts.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

SIGNATURE	TITLE	DATE
/s/ DAVID J. FINNERTY David J. Finnerty	President (Principal Executive Officer)	March 1, 2012
/s/ JOHN T. DREXLER John T. Drexler	Vice President (Principal Financial and Accounting Officer)	March 1, 2012
/s/ JOHN W. EAVES John W. Eaves	Director	March 1, 2012
/s/ ROBERT G. JONES Robert G. Jones	Director	March 1, 2012
/s/ PAUL A. LANG Paul A. Lang	Director	March 1, 2012

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SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of St. Louis, State of Missouri, on the 1st day of March, 2012.

ICG ILLINOIS, LLC

By: /s/ JOHN T. DREXLER

Name: John T. Drexler
Title: *Vice President*

POWER OF ATTORNEY

Each of the undersigned directors and officers of ICG Illinois, LLC, a Delaware limited liability company, do hereby constitute and appoint Steven F. Leer, John T. Drexler and Robert G. Jones, or any of them, the undersigned's true and lawful attorneys and agents, with full power of substitution and resubstitution in each, to do any and all acts and things in our name and on our behalf in our respective capacities as directors and officers and to execute any and all instruments for us and in our names in the capacities indicated below, which said attorneys and agents, or either one of them, may deem necessary or advisable to enable said corporation to comply with the Securities Act, as amended, and any rules, regulations and requirements of the Securities and Exchange Commission, in connection with this Registration Statement, including specifically, but without limitation, power and authority to sign for us or any of us in our names in the capacities indicated below, any and all amendments (including post-effective amendments, whether pursuant to Rule 462(b) or otherwise) hereto, and each of the undersigned does hereby ratify and confirm all that said attorneys and agents, or either one of them or any substitute, shall do or cause to be done by virtue hereof. This Power of Attorney may be executed in any number of counterparts.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

SIGNATURE	TITLE	DATE
/s/ ROBERT GARDINER Robert Gardiner	President (Principal Executive Officer)	March 1, 2012
/s/ JOHN T. DREXLER John T. Drexler	Vice President (Principal Financial and Accounting Officer)	March 1, 2012
/s/ JOHN W. EAVES John W. Eaves	Director	March 1, 2012
/s/ ROBERT G. JONES Robert G. Jones	Director	March 1, 2012
/s/ PAUL A. LANG Paul A. Lang	Director	March 1, 2012

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of St. Louis, State of Missouri, on the 1st day of March, 2012.

ICG KNOTT COUNTY, LLC

By: /s/ JOHN T. DREXLER

Name: John T. Drexler
Title: *Vice President*

POWER OF ATTORNEY

Each of the undersigned directors and officers of ICG Knott County, LLC, a Delaware limited liability company, do hereby constitute and appoint Steven F. Leer, John T. Drexler and Robert G. Jones, or any of them, the undersigned's true and lawful attorneys and agents, with full power of substitution and resubstitution in each, to do any and all acts and things in our name and on our behalf in our respective capacities as directors and officers and to execute any and all instruments for us and in our names in the capacities indicated below, which said attorneys and agents, or either one of them, may deem necessary or advisable to enable said corporation to comply with the Securities Act, as amended, and any rules, regulations and requirements of the Securities and Exchange Commission, in connection with this Registration Statement, including specifically, but without limitation, power and authority to sign for us or any of us in our names in the capacities indicated below, any and all amendments (including post-effective amendments, whether pursuant to Rule 462(b) or otherwise) hereto, and each of the undersigned does hereby ratify and confirm all that said attorneys and agents, or either one of them or any substitute, shall do or cause to be done by virtue hereof. This Power of Attorney may be executed in any number of counterparts.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

SIGNATURE	TITLE	DATE
/s/ VERLIN ROBINSON Verlin Robinson	President (Principal Executive Officer)	March 1, 2012
/s/ JOHN T. DREXLER John T. Drexler	Vice President (Principal Financial and Accounting Officer)	March 1, 2012
/s/ JOHN W. EAVES John W. Eaves	Director	March 1, 2012
/s/ ROBERT G. JONES Robert G. Jones	Director	March 1, 2012
/s/ PAUL A. LANG Paul A. Lang	Director	March 1, 2012

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SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of St. Louis, State of Missouri, on the 1st day of March, 2012.

ICG NATURAL RESOURCES, LLC

By: /s/ JOHN T. DREXLER

Name: John T. Drexler
Title: *Vice President*

POWER OF ATTORNEY

Each of the undersigned directors and officers of ICG Natural Resources, LLC, do hereby constitute and appoint Steven F. Leer, John T. Drexler and Robert G. Jones, or any of them, the undersigned's true and lawful attorneys and agents, with full power of substitution and resubstitution in each, to do any and all acts and things in our name and on our behalf in our respective capacities as directors and officers and to execute any and all instruments for us and in our names in the capacities indicated below, which said attorneys and agents, or either one of them, may deem necessary or advisable to enable said corporation to comply with the Securities Act, as amended, and any rules, regulations and requirements of the Securities and Exchange Commission, in connection with this Registration Statement, including specifically, but without limitation, power and authority to sign for us or any of us in our names in the capacities indicated below, any and all amendments (including post-effective amendments, whether pursuant to Rule 462(b) or otherwise) hereto, and each of the undersigned does hereby ratify and confirm all that said attorneys and agents, or either one of them or any substitute, shall do or cause to be done by virtue hereof. This Power of Attorney may be executed in any number of counterparts.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

SIGNATURE	TITLE	DATE
/s/ PAUL A. LANG Paul A. Lang	Director and President (Principal Executive Officer)	March 1, 2012
/s/ JOHN T. DREXLER John T. Drexler	Vice President (Principal Financial and Accounting Officer)	March 1, 2012
/s/ JOHN W. EAVES John W. Eaves	Director	March 1, 2012
/s/ ROBERT G. JONES Robert G. Jones	Director	March 1, 2012

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of St. Louis, State of Missouri, on the 1st day of March, 2012.

ICG TYGART VALLEY, LLC

By: /s/ JOHN T. DREXLER

Name: John T. Drexler
Title: *Vice President*

POWER OF ATTORNEY

Each of the undersigned directors and officers of ICG Tygart Valley, LLC, a Delaware limited liability company, do hereby constitute and appoint Steven F. Leer, John T. Drexler and Robert G. Jones, or any of them, the undersigned's true and lawful attorneys and agents, with full power of substitution and resubstitution in each, to do any and all acts and things in our name and on our behalf in our respective capacities as directors and officers and to execute any and all instruments for us and in our names in the capacities indicated below, which said attorneys and agents, or either one of them, may deem necessary or advisable to enable said corporation to comply with the Securities Act, as amended, and any rules, regulations and requirements of the Securities and Exchange Commission, in connection with this Registration Statement, including specifically, but without limitation, power and authority to sign for us or any of us in our names in the capacities indicated below, any and all amendments (including post-effective amendments, whether pursuant to Rule 462(b) or otherwise) hereto, and each of the undersigned does hereby ratify and confirm all that said attorneys and agents, or either one of them or any substitute, shall do or cause to be done by virtue hereof. This Power of Attorney may be executed in any number of counterparts.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

SIGNATURE	TITLE	DATE
/s/ A. SCOTT BOYLEN A. Scott Boylen	President (Principal Executive Officer)	March 1, 2012
/s/ JOHN T. DREXLER John T. Drexler	Vice President (Principal Financial and Accounting Officer)	March 1, 2012
/s/ JOHN W. EAVES John W. Eaves	Director	March 1, 2012
/s/ ROBERT G. JONES Robert G. Jones	Director	March 1, 2012
/s/ PAUL A. LANG Paul A. Lang	Director	March 1, 2012

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of St. Louis, State of Missouri, on the 1st day of March, 2012.

INTERNATIONAL COAL GROUP, INC.

By: /s/ JOHN T. DREXLER

Name: John T. Drexler
Title: *Vice President*

POWER OF ATTORNEY

Each of the undersigned directors and officers of International Coal Group, Inc., a Delaware corporation, do hereby constitute and appoint Steven F. Leer, John T. Drexler and Robert G. Jones, or any of them, the undersigned's true and lawful attorneys and agents, with full power of substitution and resubstitution in each, to do any and all acts and things in our name and on our behalf in our respective capacities as directors and officers and to execute any and all instruments for us and in our names in the capacities indicated below, which said attorneys and agents, or either one of them, may deem necessary or advisable to enable said corporation to comply with the Securities Act, as amended, and any rules, regulations and requirements of the Securities and Exchange Commission, in connection with this Registration Statement, including specifically, but without limitation, power and authority to sign for us or any of us in our names in the capacities indicated below, any and all amendments (including post-effective amendments, whether pursuant to Rule 462(b) or otherwise) hereto, and each of the undersigned does hereby ratify and confirm all that said attorneys and agents, or either one of them or any substitute, shall do or cause to be done by virtue hereof. This Power of Attorney may be executed in any number of counterparts.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

SIGNATURE	TITLE	DATE
/s/ PAUL A. LANG Paul A. Lang	Director and President (Principal Executive Officer)	March 1, 2012
/s/ JOHN T. DREXLER John T. Drexler	Vice President (Principal Financial and Accounting Officer)	March 1, 2012
/s/ JOHN W. EAVES John W. Eaves	Director	March 1, 2012
/s/ ROBERT G. JONES Robert G. Jones	Director	March 1, 2012

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SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of St. Louis, State of Missouri, on the 1st day of March, 2012.

JULIANA MINING COMPANY, INC.

By: /s/ JOHN T. DREXLER

Name: John T. Drexler
Title: *Vice President*

POWER OF ATTORNEY

Each of the undersigned directors and officers of Juliana Mining Company, Inc., a West Virginia corporation, do hereby constitute and appoint Steven F. Leer, John T. Drexler and Robert G. Jones, or any of them, the undersigned's true and lawful attorneys and agents, with full power of substitution and resubstitution in each, to do any and all acts and things in our name and on our behalf in our respective capacities as directors and officers and to execute any and all instruments for us and in our names in the capacities indicated below, which said attorneys and agents, or either one of them, may deem necessary or advisable to enable said corporation to comply with the Securities Act, as amended, and any rules, regulations and requirements of the Securities and Exchange Commission, in connection with this Registration Statement, including specifically, but without limitation, power and authority to sign for us or any of us in our names in the capacities indicated below, any and all amendments (including post-effective amendments, whether pursuant to Rule 462(b) or otherwise) hereto, and each of the undersigned does hereby ratify and confirm all that said attorneys and agents, or either one of them or any substitute, shall do or cause to be done by virtue hereof. This Power of Attorney may be executed in any number of counterparts.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

SIGNATURE	TITLE	DATE
/s/ PAUL A. LANG Paul A. Lang	Director and President (Principal Executive Officer)	March 1, 2012
/s/ JOHN T. DREXLER John T. Drexler	Vice President (Principal Financial and Accounting Officer)	March 1, 2012
/s/ JOHN W. EAVES John W. Eaves	Director	March 1, 2012
/s/ ROBERT G. JONES Robert G. Jones	Director	March 1, 2012

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of St. Louis, State of Missouri, on the 1st day of March, 2012.

KING KNOB COAL CO., INC.

By: /s/ JOHN T. DREXLER

Name: John T. Drexler
Title: *Vice President*

POWER OF ATTORNEY

Each of the undersigned directors and officers of King Knob Coal Co., Inc., a West Virginia corporation, do hereby constitute and appoint Steven F. Leer, John T. Drexler and Robert G. Jones, or any of them, the undersigned's true and lawful attorneys and agents, with full power of substitution and resubstitution in each, to do any and all acts and things in our name and on our behalf in our respective capacities as directors and officers and to execute any and all instruments for us and in our names in the capacities indicated below, which said attorneys and agents, or either one of them, may deem necessary or advisable to enable said corporation to comply with the Securities Act, as amended, and any rules, regulations and requirements of the Securities and Exchange Commission, in connection with this Registration Statement, including specifically, but without limitation, power and authority to sign for us or any of us in our names in the capacities indicated below, any and all amendments (including post-effective amendments, whether pursuant to Rule 462(b) or otherwise) hereto, and each of the undersigned does hereby ratify and confirm all that said attorneys and agents, or either one of them or any substitute, shall do or cause to be done by virtue hereof. This Power of Attorney may be executed in any number of counterparts.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

SIGNATURE	TITLE	DATE
/s/ PAUL A. LANG Paul A. Lang	Director and President (Principal Executive Officer)	March 1, 2012
/s/ JOHN T. DREXLER John T. Drexler	Vice President (Principal Financial and Accounting Officer)	March 1, 2012
/s/ JOHN W. EAVES John W. Eaves	Director	March 1, 2012
/s/ ROBERT G. JONES Robert G. Jones	Director	March 1, 2012

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SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of St. Louis, State of Missouri, on the 1st day of March, 2012.

LONE MOUNTAIN PROCESSING, INC.

By: /s/ JOHN T. DREXLER

Name: John T. Drexler
Title: *Vice President*

POWER OF ATTORNEY

Each of the undersigned directors and officers of Lone Mountain Processing, Inc., a Delaware corporation, do hereby constitute and appoint Steven F. Leer, John T. Drexler and Robert G. Jones, or any of them, the undersigned's true and lawful attorneys and agents, with full power of substitution and resubstitution in each, to do any and all acts and things in our name and on our behalf in our respective capacities as directors and officers and to execute any and all instruments for us and in our names in the capacities indicated below, which said attorneys and agents, or either one of them, may deem necessary or advisable to enable said corporation to comply with the Securities Act, as amended, and any rules, regulations and requirements of the Securities and Exchange Commission, in connection with this Registration Statement, including specifically, but without limitation, power and authority to sign for us or any of us in our names in the capacities indicated below, any and all amendments (including post-effective amendments, whether pursuant to Rule 462(b) or otherwise) hereto, and each of the undersigned does hereby ratify and confirm all that said attorneys and agents, or either one of them or any substitute, shall do or cause to be done by virtue hereof. This Power of Attorney may be executed in any number of counterparts.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

SIGNATURE	TITLE	DATE
/s/ THURMAN HOLCOMB Thurman Holcomb	President (Principal Executive Officer)	March 1, 2012
/s/ JOHN T. DREXLER John T. Drexler	Vice President (Principal Financial and Accounting Officer)	March 1, 2012
/s/ JOHN W. EAVES John W. Eaves	Director	March 1, 2012
/s/ JAMES E. FLORCZAK James E. Florczak	Director	March 1, 2012

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of St. Louis, State of Missouri, on the 1st day of March, 2012.

MARINE COAL SALES COMPANY

By: /s/ JOHN T. DREXLER

Name: John T. Drexler
Title: *Vice President*

POWER OF ATTORNEY

Each of the undersigned directors and officers of Marine Coal Sales Company, a Delaware corporation, do hereby constitute and appoint Steven F. Leer, John T. Drexler and Robert G. Jones, or any of them, the undersigned's true and lawful attorneys and agents, with full power of substitution and resubstitution in each, to do any and all acts and things in our name and on our behalf in our respective capacities as directors and officers and to execute any and all instruments for us and in our names in the capacities indicated below, which said attorneys and agents, or either one of them, may deem necessary or advisable to enable said corporation to comply with the Securities Act, as amended, and any rules, regulations and requirements of the Securities and Exchange Commission, in connection with this Registration Statement, including specifically, but without limitation, power and authority to sign for us or any of us in our names in the capacities indicated below, any and all amendments (including post-effective amendments, whether pursuant to Rule 462(b) or otherwise) hereto, and each of the undersigned does hereby ratify and confirm all that said attorneys and agents, or either one of them or any substitute, shall do or cause to be done by virtue hereof. This Power of Attorney may be executed in any number of counterparts.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

SIGNATURE	TITLE	DATE
/s/ PAUL A. LANG Paul A. Lang	Director and President (Principal Executive Officer)	March 1, 2012
/s/ JOHN T. DREXLER John T. Drexler	Vice President (Principal Financial and Accounting Officer)	March 1, 2012
/s/ JOHN W. EAVES John W. Eaves	Director	March 1, 2012
/s/ ROBERT G. JONES Robert G. Jones	Director	March 1, 2012

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of St. Louis, State of Missouri, on the 1st day of March, 2012.

MELROSE COAL COMPANY, INC.

By: /s/ JOHN T. DREXLER

Name: John T. Drexler
Title: *Vice President*

POWER OF ATTORNEY

Each of the undersigned directors and officers of Melrose Coal Company, Inc., a West Virginia corporation, do hereby constitute and appoint Steven F. Leer, John T. Drexler and Robert G. Jones, or any of them, the undersigned's true and lawful attorneys and agents, with full power of substitution and resubstitution in each, to do any and all acts and things in our name and on our behalf in our respective capacities as directors and officers and to execute any and all instruments for us and in our names in the capacities indicated below, which said attorneys and agents, or either one of them, may deem necessary or advisable to enable said corporation to comply with the Securities Act, as amended, and any rules, regulations and requirements of the Securities and Exchange Commission, in connection with this Registration Statement, including specifically, but without limitation, power and authority to sign for us or any of us in our names in the capacities indicated below, any and all amendments (including post-effective amendments, whether pursuant to Rule 462(b) or otherwise) hereto, and each of the undersigned does hereby ratify and confirm all that said attorneys and agents, or either one of them or any substitute, shall do or cause to be done by virtue hereof. This Power of Attorney may be executed in any number of counterparts.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

SIGNATURE	TITLE	DATE
/s/ PAUL A. LANG Paul A. Lang	Director and President (Principal Executive Officer)	March 1, 2012
/s/ JOHN T. DREXLER John T. Drexler	Vice President (Principal Financial and Accounting Officer)	March 1, 2012
/s/ JOHN W. EAVES John W. Eaves	Director	March 1, 2012
/s/ ROBERT G. JONES Robert G. Jones	Director	March 1, 2012

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SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of St. Louis, State of Missouri, on the 1st day of March, 2012.

MINGO LOGAN COAL COMPANY

By: /s/ JOHN T. DREXLER

Name: John T. Drexler
Title: *Vice President*

POWER OF ATTORNEY

Each of the undersigned directors and officers of Mingo Logan Coal Company, a Delaware corporation, do hereby constitute and appoint Steven F. Leer, John T. Drexler and Robert G. Jones, or any of them, the undersigned's true and lawful attorneys and agents, with full power of substitution and resubstitution in each, to do any and all acts and things in our name and on our behalf in our respective capacities as directors and officers and to execute any and all instruments for us and in our names in the capacities indicated below, which said attorneys and agents, or either one of them, may deem necessary or advisable to enable said corporation to comply with the Securities Act, as amended, and any rules, regulations and requirements of the Securities and Exchange Commission, in connection with this Registration Statement, including specifically, but without limitation, power and authority to sign for us or any of us in our names in the capacities indicated below, any and all amendments (including post-effective amendments, whether pursuant to Rule 462(b) or otherwise) hereto, and each of the undersigned does hereby ratify and confirm all that said attorneys and agents, or either one of them or any substitute, shall do or cause to be done by virtue hereof. This Power of Attorney may be executed in any number of counterparts.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

SIGNATURE	TITLE	DATE
/s/ DAVID RUNYON David Runyon	President (Principal Executive Officer)	March 1, 2012
/s/ JOHN T. DREXLER John T. Drexler	Vice President (Principal Financial and Accounting Officer)	March 1, 2012
/s/ JOHN W. EAVES John W. Eaves	Director	March 1, 2012
/s/ JAMES E. FLORCZAK James E. Florczak	Director	March 1, 2012

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SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of St. Louis, State of Missouri, on the 1st day of March, 2012.

MOUNTAIN GEM LAND, INC.

By: /s/ JOHN T. DREXLER

Name: John T. Drexler
Title: *Vice President*

POWER OF ATTORNEY

Each of the undersigned directors and officers of Mountain Gem Land, Inc., a West Virginia corporation, do hereby constitute and appoint Steven F. Leer, John T. Drexler and Robert G. Jones, or any of them, the undersigned's true and lawful attorneys and agents, with full power of substitution and resubstitution in each, to do any and all acts and things in our name and on our behalf in our respective capacities as directors and officers and to execute any and all instruments for us and in our names in the capacities indicated below, which said attorneys and agents, or either one of them, may deem necessary or advisable to enable said corporation to comply with the Securities Act, as amended, and any rules, regulations and requirements of the Securities and Exchange Commission, in connection with this Registration Statement, including specifically, but without limitation, power and authority to sign for us or any of us in our names in the capacities indicated below, any and all amendments (including post-effective amendments, whether pursuant to Rule 462(b) or otherwise) hereto, and each of the undersigned does hereby ratify and confirm all that said attorneys and agents, or either one of them or any substitute, shall do or cause to be done by virtue hereof. This Power of Attorney may be executed in any number of counterparts.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

SIGNATURE	TITLE	DATE
/s/ DAVID J. FINNERTY David J. Finnerty	President (Principal Executive Officer)	March 1, 2012
/s/ JOHN T. DREXLER John T. Drexler	Vice President (Principal Financial and Accounting Officer)	March 1, 2012
/s/ C. HENRY BESTEN, JR. C. Henry Besten, Jr.	Director	March 1, 2012
/s/ ROBERT G. JONES Robert G. Jones	Director	March 1, 2012
/s/ PAUL A. LANG Paul A. Lang	Director	March 1, 2012

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SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of St. Louis, State of Missouri, on the 1st day of March, 2012.

MOUNTAIN MINING, INC.

By: /s/ JOHN T. DREXLER

Name: John T. Drexler
Title: *Vice President*

POWER OF ATTORNEY

Each of the undersigned directors and officers of Mountain Mining, Inc., a Delaware corporation, do hereby constitute and appoint Steven F. Leer, John T. Drexler and Robert G. Jones, or any of them, the undersigned's true and lawful attorneys and agents, with full power of substitution and resubstitution in each, to do any and all acts and things in our name and on our behalf in our respective capacities as directors and officers and to execute any and all instruments for us and in our names in the capacities indicated below, which said attorneys and agents, or either one of them, may deem necessary or advisable to enable said corporation to comply with the Securities Act, as amended, and any rules, regulations and requirements of the Securities and Exchange Commission, in connection with this Registration Statement, including specifically, but without limitation, power and authority to sign for us or any of us in our names in the capacities indicated below, any and all amendments (including post-effective amendments, whether pursuant to Rule 462(b) or otherwise) hereto, and each of the undersigned does hereby ratify and confirm all that said attorneys and agents, or either one of them or any substitute, shall do or cause to be done by virtue hereof. This Power of Attorney may be executed in any number of counterparts.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

SIGNATURE	TITLE	DATE
/s/ PAUL A. LANG Paul A. Lang	President (Principal Executive Officer)	March 1, 2012
/s/ JOHN T. DREXLER John T. Drexler	Vice President (Principal Financial and Accounting Officer)	March 1, 2012
/s/ C. HENRY BESTEN, JR. C. Henry Besten, Jr.	Director	March 1, 2012
/s/ JOHN W. EAVES John W. Eaves	Director	March 1, 2012
/s/ STEVEN F. LEER Steven F. Leer	Director	March 1, 2012

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SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of St. Louis, State of Missouri, on the 1st day of March, 2012.

MOUNTAINEER LAND COMPANY

By: /s/ JOHN T. DREXLER

Name: John T. Drexler
Title: *Vice President*

POWER OF ATTORNEY

Each of the undersigned directors and officers of Mountaineer Land Company, a Delaware corporation, do hereby constitute and appoint Steven F. Leer, John T. Drexler and Robert G. Jones, or any of them, the undersigned's true and lawful attorneys and agents, with full power of substitution and resubstitution in each, to do any and all acts and things in our name and on our behalf in our respective capacities as directors and officers and to execute any and all instruments for us and in our names in the capacities indicated below, which said attorneys and agents, or either one of them, may deem necessary or advisable to enable said corporation to comply with the Securities Act, as amended, and any rules, regulations and requirements of the Securities and Exchange Commission, in connection with this Registration Statement, including specifically, but without limitation, power and authority to sign for us or any of us in our names in the capacities indicated below, any and all amendments (including post-effective amendments, whether pursuant to Rule 462(b) or otherwise) hereto, and each of the undersigned does hereby ratify and confirm all that said attorneys and agents, or either one of them or any substitute, shall do or cause to be done by virtue hereof. This Power of Attorney may be executed in any number of counterparts.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

SIGNATURE	TITLE	DATE
/s/ DAVID J. FINNERTY David J. Finnerty	President (Principal Executive Officer)	March 1, 2012
/s/ JOHN T. DREXLER John T. Drexler	Vice President (Principal Financial and Accounting Officer)	March 1, 2012
/s/ C. HENRY BESTEN, JR. C. Henry Besten, Jr.	Director	March 1, 2012
/s/ ROBERT G. JONES Robert G. Jones	Director	March 1, 2012
/s/ PAUL A. LANG Paul A. Lang	Director	March 1, 2012

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SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of St. Louis, State of Missouri, on the 1st day of March, 2012.

OTTER CREEK COAL, LLC

By: /s/ JOHN T. DREXLER

Name: John T. Drexler
Title: *Vice President*

POWER OF ATTORNEY

Each of the undersigned directors and officers of Otter Creek Coal, LLC, a Delaware limited liability company, do hereby constitute and appoint Steven F. Leer, John T. Drexler and Robert G. Jones, or any of them, the undersigned's true and lawful attorneys and agents, with full power of substitution and resubstitution in each, to do any and all acts and things in our name and on our behalf in our respective capacities as directors and officers and to execute any and all instruments for us and in our names in the capacities indicated below, which said attorneys and agents, or either one of them, may deem necessary or advisable to enable said corporation to comply with the Securities Act, as amended, and any rules, regulations and requirements of the Securities and Exchange Commission, in connection with this Registration Statement, including specifically, but without limitation, power and authority to sign for us or any of us in our names in the capacities indicated below, any and all amendments (including post-effective amendments, whether pursuant to Rule 462(b) or otherwise) hereto, and each of the undersigned does hereby ratify and confirm all that said attorneys and agents, or either one of them or any substitute, shall do or cause to be done by virtue hereof. This Power of Attorney may be executed in any number of counterparts.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

SIGNATURE	TITLE	DATE
/s/ WILLIAM ROWLANDS William Rowlands	President (Principal Executive Officer)	March 1, 2012
/s/ JOHN T. DREXLER John T. Drexler	Vice President (Principal Financial and Accounting Officer)	March 1, 2012
Arch Coal, Inc. By: /s/ JOHN T. DREXLER John T. Drexler *Senior Vice President and Chief Financial Officer*	Member	March 1, 2012

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SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of St. Louis, State of Missouri, on the 1st day of March, 2012.

PATRIOT MINING COMPANY, INC.

By: /s/ JOHN T. DREXLER

Name: John T. Drexler
Title: *Vice President*

POWER OF ATTORNEY

Each of the undersigned directors and officers of Patriot Mining Company, Inc., a West Virginia corporation, do hereby constitute and appoint Steven F. Leer, John T. Drexler and Robert G. Jones, or any of them, the undersigned's true and lawful attorneys and agents, with full power of substitution and resubstitution in each, to do any and all acts and things in our name and on our behalf in our respective capacities as directors and officers and to execute any and all instruments for us and in our names in the capacities indicated below, which said attorneys and agents, or either one of them, may deem necessary or advisable to enable said corporation to comply with the Securities Act, as amended, and any rules, regulations and requirements of the Securities and Exchange Commission, in connection with this Registration Statement, including specifically, but without limitation, power and authority to sign for us or any of us in our names in the capacities indicated below, any and all amendments (including post-effective amendments, whether pursuant to Rule 462(b) or otherwise) hereto, and each of the undersigned does hereby ratify and confirm all that said attorneys and agents, or either one of them or any substitute, shall do or cause to be done by virtue hereof. This Power of Attorney may be executed in any number of counterparts.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

SIGNATURE	TITLE	DATE
/s/ VAUGHN R. MILLER Vaughn R. Miller	President (Principal Executive Officer)	March 1, 2012
/s/ JOHN T. DREXLER John T. Drexler	Vice President (Principal Financial and Accounting Officer)	March 1, 2012
/s/ JOHN W. EAVES John W. Eaves	Director	March 1, 2012
/s/ ROBERT G. JONES Robert G. Jones	Director	March 1, 2012
/s/ PAUL A. LANG Paul A. Lang	Director	March 1, 2012

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SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of St. Louis, State of Missouri, on the 1st day of March, 2012.

POWELL MOUNTAIN ENERGY, LLC

By: /s/ JOHN T. DREXLER

Name: John T. Drexler
Title: *Vice President*

POWER OF ATTORNEY

Each of the undersigned directors and officers of Powell Mountain Energy, LLC, a Delaware limited liability company, do hereby constitute and appoint Steven F. Leer, John T. Drexler and Robert G. Jones, or any of them, the undersigned's true and lawful attorneys and agents, with full power of substitution and resubstitution in each, to do any and all acts and things in our name and on our behalf in our respective capacities as directors and officers and to execute any and all instruments for us and in our names in the capacities indicated below, which said attorneys and agents, or either one of them, may deem necessary or advisable to enable said corporation to comply with the Securities Act, as amended, and any rules, regulations and requirements of the Securities and Exchange Commission, in connection with this Registration Statement, including specifically, but without limitation, power and authority to sign for us or any of us in our names in the capacities indicated below, any and all amendments (including post-effective amendments, whether pursuant to Rule 462(b) or otherwise) hereto, and each of the undersigned does hereby ratify and confirm all that said attorneys and agents, or either one of them or any substitute, shall do or cause to be done by virtue hereof. This Power of Attorney may be executed in any number of counterparts.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

SIGNATURE	TITLE	DATE
/s/ THURMAN HOLCOMB Thurman Holcomb	President (Principal Executive Officer)	March 1, 2012
/s/ JOHN T. DREXLER John T. Drexler	Vice President (Principal Financial and Accounting Officer)	March 1, 2012
/s/ JOHN W. EAVES John W. Eaves	Director	March 1, 2012
/s/ ROBERT G. JONES Robert G. Jones	Director	March 1, 2012
/s/ PAUL A. LANG Paul A. Lang	Director	March 1, 2012

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SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of St. Louis, State of Missouri, on the 1st day of March, 2012.

PRAIRIE HOLDINGS, INC.

By: /s/ JOHN T. DREXLER

Name: John T. Drexler
Title: *Vice President*

POWER OF ATTORNEY

Each of the undersigned directors and officers of Prairie Holdings, Inc., a Delaware corporation, do hereby constitute and appoint Steven F. Leer, John T. Drexler and Robert G. Jones, or any of them, the undersigned's true and lawful attorneys and agents, with full power of substitution and resubstitution in each, to do any and all acts and things in our name and on our behalf in our respective capacities as directors and officers and to execute any and all instruments for us and in our names in the capacities indicated below, which said attorneys and agents, or either one of them, may deem necessary or advisable to enable said corporation to comply with the Securities Act, as amended, and any rules, regulations and requirements of the Securities and Exchange Commission, in connection with this Registration Statement, including specifically, but without limitation, power and authority to sign for us or any of us in our names in the capacities indicated below, any and all amendments (including post-effective amendments, whether pursuant to Rule 462(b) or otherwise) hereto, and each of the undersigned does hereby ratify and confirm all that said attorneys and agents, or either one of them or any substitute, shall do or cause to be done by virtue hereof. This Power of Attorney may be executed in any number of counterparts.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

SIGNATURE	TITLE	DATE
/s/ PAUL A. LANG Paul A. Lang	Director and President (Principal Executive Officer)	March 1, 2012
/s/ JOHN T. DREXLER John T. Drexler	Vice President (Principal Financial and Accounting Officer)	March 1, 2012
/s/ JOHN W. EAVES John W. Eaves	Director	March 1, 2012
/s/ ROBERT G. JONES Robert G. Jones	Director	March 1, 2012

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of St. Louis, State of Missouri, on the 1st day of March, 2012.

SHELBY RUN MINING COMPANY, LLC

By: /s/ JOHN T. DREXLER

Name: John T. Drexler
Title: *Vice President*

POWER OF ATTORNEY

Each of the undersigned directors and officers of Shelby Run Mining Company, LLC, a Delaware limited liability company, do hereby constitute and appoint Steven F. Leer, John T. Drexler and Robert G. Jones, or any of them, the undersigned's true and lawful attorneys and agents, with full power of substitution and resubstitution in each, to do any and all acts and things in our name and on our behalf in our respective capacities as directors and officers and to execute any and all instruments for us and in our names in the capacities indicated below, which said attorneys and agents, or either one of them, may deem necessary or advisable to enable said corporation to comply with the Securities Act, as amended, and any rules, regulations and requirements of the Securities and Exchange Commission, in connection with this Registration Statement, including specifically, but without limitation, power and authority to sign for us or any of us in our names in the capacities indicated below, any and all amendments (including post-effective amendments, whether pursuant to Rule 462(b) or otherwise) hereto, and each of the undersigned does hereby ratify and confirm all that said attorneys and agents, or either one of them or any substitute, shall do or cause to be done by virtue hereof. This Power of Attorney may be executed in any number of counterparts.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

SIGNATURE	TITLE	DATE
/s/ DON VICKERS Don Vickers	President (Principal Executive Officer)	March 1, 2012
/s/ JOHN T. DREXLER John T. Drexler	Vice President (Principal Financial and Accounting Officer)	March 1, 2012
/s/ JOHN W. EAVES John W. Eaves	Manager	March 1, 2012
/s/ ROBERT G. JONES Robert G. Jones	Manager	March 1, 2012
/s/ PAUL A. LANG Paul A. Lang	Manager	March 1, 2012

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SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of St. Louis, State of Missouri, on the 1st day of March, 2012.

SIMBA GROUP, INC.

By: /s/ JOHN T. DREXLER

Name: John T. Drexler
Title: *Vice President*

POWER OF ATTORNEY

Each of the undersigned directors and officers of Simba Group, Inc., a Delaware corporation, do hereby constitute and appoint Steven F. Leer, John T. Drexler and Robert G. Jones, or any of them, the undersigned's true and lawful attorneys and agents, with full power of substitution and resubstitution in each, to do any and all acts and things in our name and on our behalf in our respective capacities as directors and officers and to execute any and all instruments for us and in our names in the capacities indicated below, which said attorneys and agents, or either one of them, may deem necessary or advisable to enable said corporation to comply with the Securities Act, as amended, and any rules, regulations and requirements of the Securities and Exchange Commission, in connection with this Registration Statement, including specifically, but without limitation, power and authority to sign for us or any of us in our names in the capacities indicated below, any and all amendments (including post-effective amendments, whether pursuant to Rule 462(b) or otherwise) hereto, and each of the undersigned does hereby ratify and confirm all that said attorneys and agents, or either one of them or any substitute, shall do or cause to be done by virtue hereof. This Power of Attorney may be executed in any number of counterparts.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

SIGNATURE	TITLE	DATE
/s/ PAUL A. LANG Paul A. Lang	Director and President (Principal Executive Officer)	March 1, 2012
/s/ JOHN T. DREXLER John T. Drexler	Vice President (Principal Financial and Accounting Officer)	March 1, 2012
/s/ JOHN W. EAVES John W. Eaves	Director	March 1, 2012
/s/ ROBERT G. JONES Robert G. Jones	Director	March 1, 2012

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SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of St. Louis, State of Missouri, on the 1st day of March, 2012.

UPSHUR PROPERTY, INC.

By: /s/ JOHN T. DREXLER

Name: John T. Drexler
Title: *Vice President*

POWER OF ATTORNEY

Each of the undersigned directors and officers of Upshur Property, Inc., a Delaware corporation, do hereby constitute and appoint Steven F. Leer, John T. Drexler and Robert G. Jones, or any of them, the undersigned's true and lawful attorneys and agents, with full power of substitution and resubstitution in each, to do any and all acts and things in our name and on our behalf in our respective capacities as directors and officers and to execute any and all instruments for us and in our names in the capacities indicated below, which said attorneys and agents, or either one of them, may deem necessary or advisable to enable said corporation to comply with the Securities Act, as amended, and any rules, regulations and requirements of the Securities and Exchange Commission, in connection with this Registration Statement, including specifically, but without limitation, power and authority to sign for us or any of us in our names in the capacities indicated below, any and all amendments (including post-effective amendments, whether pursuant to Rule 462(b) or otherwise) hereto, and each of the undersigned does hereby ratify and confirm all that said attorneys and agents, or either one of them or any substitute, shall do or cause to be done by virtue hereof. This Power of Attorney may be executed in any number of counterparts.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

SIGNATURE	TITLE	DATE
/s/ PAUL A. LANG Paul A. Lang	Director and President (Principal Executive Officer)	March 1, 2012
/s/ JOHN T. DREXLER John T. Drexler	Vice President (Principal Financial and Accounting Officer)	March 1, 2012
/s/ JOHN W. EAVES John W. Eaves	Director	March 1, 2012
/s/ ROBERT G. JONES Robert G. Jones	Director	March 1, 2012

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SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of St. Louis, State of Missouri, on the 1st day of March, 2012.

VINDEX ENERGY CORPORATION

By: /s/ JOHN T. DREXLER

Name: John T. Drexler
Title: *Vice President*

POWER OF ATTORNEY

Each of the undersigned directors and officers of Vindex Energy Corporation, a West Virginia corporation, do hereby constitute and appoint Steven F. Leer, John T. Drexler and Robert G. Jones, or any of them, the undersigned's true and lawful attorneys and agents, with full power of substitution and resubstitution in each, to do any and all acts and things in our name and on our behalf in our respective capacities as directors and officers and to execute any and all instruments for us and in our names in the capacities indicated below, which said attorneys and agents, or either one of them, may deem necessary or advisable to enable said corporation to comply with the Securities Act, as amended, and any rules, regulations and requirements of the Securities and Exchange Commission, in connection with this Registration Statement, including specifically, but without limitation, power and authority to sign for us or any of us in our names in the capacities indicated below, any and all amendments (including post-effective amendments, whether pursuant to Rule 462(b) or otherwise) hereto, and each of the undersigned does hereby ratify and confirm all that said attorneys and agents, or either one of them or any substitute, shall do or cause to be done by virtue hereof. This Power of Attorney may be executed in any number of counterparts.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

SIGNATURE	TITLE	DATE
/s/ MICHAEL P. MOORE Michael P. Moore	President (Principal Executive Officer)	March 1, 2012
/s/ JOHN T. DREXLER John T. Drexler	Vice President (Principal Financial and Accounting Officer)	March 1, 2012
/s/ JOHN W. EAVES John W. Eaves	Director	March 1, 2012
/s/ ROBERT G. JONES Robert G. Jones	Director	March 1, 2012
/s/ PAUL A. LANG Paul A. Lang	Director	March 1, 2012

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SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of St. Louis, State of Missouri, on the 1st day of March, 2012.

WESTERN ENERGY RESOURCES, INC.

By: /s/ JOHN T. DREXLER

Name: John T. Drexler
Title: *Vice President*

POWER OF ATTORNEY

Each of the undersigned directors and officers of Western Energy Resources, Inc., a Delaware corporation, do hereby constitute and appoint Steven F. Leer, John T. Drexler and Robert G. Jones, or any of them, the undersigned's true and lawful attorneys and agents, with full power of substitution and resubstitution in each, to do any and all acts and things in our name and on our behalf in our respective capacities as directors and officers and to execute any and all instruments for us and in our names in the capacities indicated below, which said attorneys and agents, or either one of them, may deem necessary or advisable to enable said corporation to comply with the Securities Act, as amended, and any rules, regulations and requirements of the Securities and Exchange Commission, in connection with this Registration Statement, including specifically, but without limitation, power and authority to sign for us or any of us in our names in the capacities indicated below, any and all amendments (including post-effective amendments, whether pursuant to Rule 462(b) or otherwise) hereto, and each of the undersigned does hereby ratify and confirm all that said attorneys and agents, or either one of them or any substitute, shall do or cause to be done by virtue hereof. This Power of Attorney may be executed in any number of counterparts.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

SIGNATURE	TITLE	DATE
/s/ DAVID J. FINNERTY David J. Finnerty	President (Principal Executive Officer)	March 1, 2012
/s/ JOHN T. DREXLER John T. Drexler	Vice President (Principal Financial and Accounting Officer)	March 1, 2012
/s/ C. HENRY BESTEN, JR. C. Henry Besten, Jr.	Director	March 1, 2012
/s/ ROBERT G. JONES Robert G. Jones	Director	March 1, 2012
/s/ PAUL A. LANG Paul A. Lang	Director	March 1, 2012

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SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of St. Louis, State of Missouri, on the 1st day of March, 2012.

WHITE WOLF ENERGY, INC.

By: /s/ JOHN T. DREXLER

Name: John T. Drexler
Title: *Vice President*

POWER OF ATTORNEY

Each of the undersigned directors and officers of White Wolf Energy, Inc., a Virginia corporation, do hereby constitute and appoint Steven F. Leer, John T. Drexler and Robert G. Jones, or any of them, the undersigned's true and lawful attorneys and agents, with full power of substitution and resubstitution in each, to do any and all acts and things in our name and on our behalf in our respective capacities as directors and officers and to execute any and all instruments for us and in our names in the capacities indicated below, which said attorneys and agents, or either one of them, may deem necessary or advisable to enable said corporation to comply with the Securities Act, as amended, and any rules, regulations and requirements of the Securities and Exchange Commission, in connection with this Registration Statement, including specifically, but without limitation, power and authority to sign for us or any of us in our names in the capacities indicated below, any and all amendments (including post-effective amendments, whether pursuant to Rule 462(b) or otherwise) hereto, and each of the undersigned does hereby ratify and confirm all that said attorneys and agents, or either one of them or any substitute, shall do or cause to be done by virtue hereof. This Power of Attorney may be executed in any number of counterparts.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

SIGNATURE	TITLE	DATE
/s/ PAUL A. LANG Paul A. Lang	Director and President (Principal Executive Officer)	March 1, 2012
/s/ JOHN T. DREXLER John T. Drexler	Vice President (Principal Financial and Accounting Officer)	March 1, 2012
/s/ JOHN W. EAVES John W. Eaves	Director	March 1, 2012
/s/ ROBERT G. JONES Robert G. Jones	Director	March 1, 2012

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SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of St. Louis, State of Missouri, on the 1st day of March, 2012.

WOLF RUN MINING COMPANY

By: /s/ JOHN T. DREXLER

Name: John T. Drexler
Title: *Vice President*

POWER OF ATTORNEY

Each of the undersigned directors and officers of Wolf Run Mining Company, a West Virginia corporation, do hereby constitute and appoint Steven F. Leer, John T. Drexler and Robert G. Jones, or any of them, the undersigned's true and lawful attorneys and agents, with full power of substitution and resubstitution in each, to do any and all acts and things in our name and on our behalf in our respective capacities as directors and officers and to execute any and all instruments for us and in our names in the capacities indicated below, which said attorneys and agents, or either one of them, may deem necessary or advisable to enable said corporation to comply with the Securities Act, as amended, and any rules, regulations and requirements of the Securities and Exchange Commission, in connection with this Registration Statement, including specifically, but without limitation, power and authority to sign for us or any of us in our names in the capacities indicated below, any and all amendments (including post-effective amendments, whether pursuant to Rule 462(b) or otherwise) hereto, and each of the undersigned does hereby ratify and confirm all that said attorneys and agents, or either one of them or any substitute, shall do or cause to be done by virtue hereof. This Power of Attorney may be executed in any number of counterparts.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

SIGNATURE	TITLE	DATE
/s/ JEFFREY P. KELLEY Jeffrey P. Kelley	President (Principal Executive Officer)	March 1, 2012
/s/ JOHN T. DREXLER John T. Drexler	Vice President (Principal Financial and Accounting Officer)	March 1, 2012
/s/ JOHN W. EAVES John W. Eaves	Director	March 1, 2012
/s/ ROBERT G. JONES Robert G. Jones	Director	March 1, 2012
/s/ PAUL A. LANG Paul A. Lang	Director	March 1, 2012

EXHIBIT INDEX

Exhibit No.	Description
2.1	Purchase and Sale Agreement, dated as of December 31, 2005, by and between Arch Coal, Inc. and Magnum Coal Company (incorporated herein by reference to Exhibit 10.1 to Arch Coal, Inc.'s Current Report on Form 8-K filed on January 6, 2006).
2.2	Amendment No. 1 to the Purchase and Sale Agreement, dated as of February 7, 2006, by and between Arch Coal, Inc. and Magnum Coal Company (incorporated by reference to Exhibit 2.1 to Arch Coal, Inc.'s Annual Report on Form 10-K for the year ended December 31, 2005).
2.3	Amendment No. 2 to the Purchase and Sale Agreement, dated as of April 27, 2006, by and between Arch Coal, Inc. and Magnum Coal Company (incorporated herein by reference to Exhibit 2.1 to the Arch Coal's Quarterly Report on Form 10-Q for the period ended June 30, 2006).
2.4	Amendment No. 3 to the Purchase and Sale Agreement, dated as of August 29, 2007, by and between Arch Coal, Inc. and Magnum Coal Company (incorporated herein by reference to Exhibit 2.1 to Arch Coal, Inc.'s Quarterly Report on Form 10-Q for the period ended September 30, 2007).
2.5	Agreement, dated as of March 27, 2008, by and between Arch Coal, Inc. and Magnum Coal Company (incorporated herein by reference to Exhibit 2.1 to Arch Coal, Inc.'s Quarterly Report on Form 10-Q for the period ended March 31, 2008).
2.6	Amendment No. 1 to Agreement, dated as of February 5, 2009, by and between Arch Coal, Inc. and Magnum Coal Company (incorporated by reference to Exhibit 2.6 to Arch Coal, Inc.'s Annual Report on Form 10-K for the year ended December 31, 2008).
2.7	Agreement and Plan of Merger, dated as of May 2, 2011, by and among Arch Coal, Inc., Atlas Acquisition Corp. and International Coal Group, Inc. (incorporated herein by reference to Exhibit 2.1 to Arch Coal, Inc.'s Current Report on Form 8-K filed on May 3, 2011).
2.8	Amendment to Agreement and Plan of Merger, dated as of May 26, 2011, by and among Arch Coal, Inc., Atlas Acquisition Corp. and International Coal Group, Inc. (incorporated herein by reference to Exhibit 2.8 to Arch Coal, Inc.'s Annual Report on Form 10-K for the year ended December 31, 2011).
3.1	Restated Certificate of Incorporation of Arch Coal, Inc. (incorporated herein by reference to Exhibit 3.1 to Arch Coal, Inc.'s Current Report on Form 8-K filed on May 5, 2006).
3.2	Bylaws of Arch Coal, Inc., as amended (incorporated herein by reference to Exhibit 3.1 to Arch Coal Inc.'s Current Report on Form 8-K filed on December 10, 2008).
3.3	Amended and Restated Certificate of Incorporation of Allegheny Land Company (incorporated herein by reference to Exhibit 3.3 to the Registration Statement on Form S-4 (Reg. No. 333-165934) filed by Arch Coal, Inc.).
3.4	Bylaws of Allegheny Land Company (incorporated herein by reference to Exhibit 3.4 to the Registration Statement on Form S-4 (Reg. No. 333-165934) filed by Arch Coal, Inc.).
3.5	Amended and Restated Certificate of Incorporation of Arch Coal Sales Company, Inc. (incorporated herein by reference to Exhibit 3.5 to the Registration Statement on Form S-4 (Reg. No. 333-165934) filed by Arch Coal, Inc.).
3.6	Bylaws of Arch Coal Sales Company, Inc. (incorporated herein by reference to Exhibit 3.6 to the Registration Statement on Form S-4 (Reg. No. 333-165934) filed by Arch Coal, Inc.).

Exhibit No.	Description
3.7	Amended and Restated Certificate of Incorporation of Arch Coal Terminal, Inc. (incorporated herein by reference to Exhibit 3.7 to the Registration Statement on Form S-4 (Reg. No. 333-165934) filed by Arch Coal, Inc.).
3.8	Bylaws of Arch Coal Terminal, Inc. (incorporated herein by reference to Exhibit 3.8 to the Registration Statement on Form S-4 (Reg. No. 333-165934) filed by Arch Coal, Inc.).
*3.9	Certificate of Formation of Arch Coal West, LLC.
*3.10	Operating Agreement of Arch Coal West, LLC.
3.11	Certificate of Formation of Arch Development, LLC (incorporated herein by reference to Exhibit 3.9 to the Registration Statement on Form S-4 (Reg. No. 333-165934) filed by Arch Coal, Inc.).
3.12	Operating Agreement of Arch Development, LLC (incorporated herein by reference to Exhibit 3.10 to the Registration Statement on Form S-4 (Reg. No. 333-165934) filed by Arch Coal, Inc.).
3.13	Certificate of Formation of Arch Energy Resources, LLC (incorporated herein by reference to Exhibit 3.11 to the Registration Statement on Form S-4 (Reg. No. 333-165934) filed by Arch Coal, Inc.).
3.14	Limited Liability Company Agreement of Arch Energy Resources, LLC (incorporated herein by reference to Exhibit 3.12 to the Registration Statement on Form S-4 (Reg. No. 333-165934) filed by Arch Coal, Inc.).
3.15	Amended and Restated Certificate of Incorporation of Arch Reclamation Services, Inc. (incorporated herein by reference to Exhibit 3.13 to the Registration Statement on Form S-4 (Reg. No. 333-165934) filed by Arch Coal, Inc.).
3.16	Bylaws of Arch Reclamation Services, Inc. (incorporated herein by reference to Exhibit 3.14 to the Registration Statement on Form S-4 (Reg. No. 333-165934) filed by Arch Coal, Inc.).
3.17	Amended and Restated Certificate of Incorporation of Ark Land Company (incorporated herein by reference to Exhibit 3.15 to the Registration Statement on Form S-4 (Reg. No. 333-165934) filed by Arch Coal, Inc.).
3.18	Bylaws of Ark Land Company (incorporated herein by reference to Exhibit 3.16 to the Registration Statement on Form S-4 (Reg. No. 333-165934) filed by Arch Coal, Inc.).
3.19	Certificate of Incorporation of Ark Land KH, Inc. (incorporated herein by reference to Exhibit 3.17 to the Registration Statement on Form S-4 (Reg. No. 333-165934) filed by Arch Coal, Inc.).
3.20	Bylaws of Ark Land KH, Inc. (incorporated herein by reference to Exhibit 3.18 to the Registration Statement on Form S-4 (Reg. No. 333-165934) filed by Arch Coal, Inc.).
3.21	Amended and Restated Certificate of Incorporation of Ark Land LT, Inc. (incorporated herein by reference to Exhibit 3.19 to the Registration Statement on Form S-4 (Reg. No. 333-165934) filed by Arch Coal, Inc.).
3.22	Bylaws of Ark Land LT, Inc. (incorporated herein by reference to Exhibit 3.20 to the Registration Statement on Form S-4 (Reg. No. 333-165934) filed by Arch Coal, Inc.).
3.23	Amended and Restated Certificate of Incorporation of Ark Land WR, Inc. (incorporated herein by reference to Exhibit 3.21 to the Registration Statement on Form S-4 (Reg. No. 333-165934) filed by Arch Coal, Inc.).
3.24	Bylaws of Ark Land, WR, Inc. (incorporated herein by reference to Exhibit 3.22 to the Registration Statement on Form S-4 (Reg. No. 333-165934) filed by Arch Coal, Inc.).

Exhibit No.	Description
3.25	Amended and Restated Certificate of Incorporation of Ashland Terminal, Inc. (incorporated herein by reference to Exhibit 3.23 to the Registration Statement on Form S-4 (Reg. No. 333-165934) filed by Arch Coal, Inc.).
3.26	Bylaws of Ashland Terminal, Inc. (incorporated herein by reference to Exhibit 3.24 to the Registration Statement on Form S-4 (Reg. No. 333-165934) filed by Arch Coal, Inc.).
3.27	Articles of Incorporation of Bronco Mining Company, Inc. (incorporated herein by reference to Exhibit 3.9 to the Registration Statement on Form S-4 (Reg. No. 333-137402) filed by International Coal Group, Inc.).
3.28	By-laws of Bronco Mining Company, Inc. (incorporated herein by reference to Exhibit 3.10 to the Registration Statement on Form S-4 (Reg. No. 333-137402) filed by International Coal Group, Inc.).
3.29	Amended and Restated Certificate of Incorporation of Catenary Coal Holdings, Inc. (incorporated herein by reference to Exhibit 3.25 to the Registration Statement on Form S-4 (Reg. No. 333-165934) filed by Arch Coal, Inc.).
3.30	Bylaws of Catenary Coal Holdings, Inc. (incorporated herein by reference to Exhibit 3.26 to the Registration Statement on Form S-4 (Reg. No. 333-165934) filed by Arch Coal, Inc.).
3.31	Amended and Restated Articles of Incorporation of Coal-Mac, Inc. (incorporated herein by reference to Exhibit 3.27 to the Registration Statement on Form S-4 (Reg. No. 333-165934) filed by Arch Coal, Inc.).
3.32	Bylaws of Coal-Mac, Inc. (incorporated herein by reference to Exhibit 3.28 to the Registration Statement on Form S-4 (Reg. No. 333-165934) filed by Arch Coal, Inc.).
3.33	Certificate of Formation of CoalQuest Development LLC (incorporated herein by reference to Exhibit 3.11 to the Registration Statement on Form S-4 (Reg. No. 333-137402) filed by International Coal Group, Inc.).
3.34	Second Amended and Restated Limited Liability Company Agreement of CoalQuest Development LLC (incorporated herein by reference to Exhibit 3.12 to the Registration Statement on Form S-4 (Reg. No. 333-137402) filed by International Coal Group, Inc.).
3.35	Amended and Restated Certificate of Incorporation of Cumberland River Coal Company (incorporated herein by reference to Exhibit 3.29 to the Registration Statement on Form S-4 (Reg. No. 333-165934) filed by Arch Coal, Inc.).
3.36	Bylaws of Cumberland River Coal Company (incorporated herein by reference to Exhibit 3.30 to the Registration Statement on Form S-4 (Reg. No. 333-165934) filed by Arch Coal, Inc.).
3.37	Articles of Incorporation of Hawthorne Coal Company, Inc. (incorporated herein by reference to Exhibit 3.13 to the Registration Statement on Form S-4 (Reg. No. 333-137402) filed by International Coal Group, Inc.).
3.38	Bylaws of Hawthorne Coal Company, Inc. (incorporated herein by reference to Exhibit 3.14 to the Registration Statement on Form S-4 (Reg. No. 333-137402) filed by International Coal Group, Inc.).
*3.39	Certificate of Incorporation of Hunter Ridge, Inc.
*3.40	By-laws of Hunter Ridge, Inc.
3.41	Certificate of Incorporation of Hunter Ridge Coal Company, Inc. (incorporated herein by reference to Exhibit 3.17 to the Registration Statement on Form S-4 (Reg. No. 333-137402) filed by International Coal Group, Inc.).

Exhibit No.	Description
3.42	By-laws of Hunter Ridge Coal Company, Inc. (incorporated herein by reference to Exhibit 3.18 to the Registration Statement on Form S-4 (Reg. No. 333-137402) filed by International Coal Group, Inc.).
*3.43	Certificate of Incorporation of Hunter Ridge Holdings, Inc.
*3.44	By-laws of Hunter Ridge Holdings, Inc.
3.45	Second Amended and Restated Certificate of Incorporation of ICG, Inc. (incorporated herein by reference to Exhibit 3.35 to the Registration Statement on Form S-4 (Reg. No. 333-137402) filed by International Coal Group, Inc.).
*3.46	Amended and Restated Bylaws of ICG, Inc.
3.47	Certificate of Formation of ICG, LLC (incorporated herein by reference to Exhibit 3.39 to the Registration Statement on Form S-4 (Reg. No. 333-137402) filed by International Coal Group, Inc.).
3.48	Limited Liability Company Agreement of ICG, LLC (incorporated herein by reference to Exhibit 3.40 to the Registration Statement on Form S-4 (Reg. No. 333-137402) filed by International Coal Group, Inc.).
3.49	Certificate of Formation of ICG ADDCAR Systems, LLC (incorporated herein by reference to Exhibit 3.19 to the Registration Statement on Form S-4 (Reg. No. 333-137402) filed by International Coal Group, Inc.).
*3.50	Limited Liability Company Agreement of ICG ADDCAR Systems, LLC.
3.51	Certificate of Formation of ICG Beckley, LLC (incorporated herein by reference to Exhibit 3.21 to the Registration Statement on Form S-4 (Reg. No. 333-137402) filed by International Coal Group, Inc.).
3.52	Limited Liability Company Agreement of ICG Beckley, LLC (incorporated herein by reference to Exhibit 3.22 to the Registration Statement on Form S-4 (Reg. No. 333-137402) filed by International Coal Group, Inc.).
3.53	Certificate of Formation of ICG East Kentucky, LLC (incorporated herein by reference to Exhibit 3.27 to the Registration Statement on Form S-4 (Reg. No. 333-137402) filed by International Coal Group, Inc.).
3.54	Limited Liability Company Agreement of ICG East Kentucky, LLC (incorporated herein by reference to Exhibit 3.28 to the Registration Statement on Form S-4 (Reg. No. 333-137402) filed by International Coal Group, Inc.).
3.55	Certificate of Formation of ICG Eastern, LLC (incorporated herein by reference to Exhibit 3.25 to the Registration Statement on Form S-4 (Reg. No. 333-137402) filed by International Coal Group, Inc.).
3.56	Limited Liability Company Agreement of ICG Eastern, LLC (incorporated herein by reference to Exhibit 3.26 to the Registration Statement on Form S-4 (Reg. No. 333-137402) filed by International Coal Group, Inc.).
3.57	Certificate of Formation of ICG Eastern Land, LLC (incorporated herein by reference to Exhibit 3.23 to the Registration Statement on Form S-4 (Reg. No. 333-137402) filed by International Coal Group, Inc.).
3.58	Limited Liability Company Agreement of ICG Eastern Land, LLC (incorporated herein by reference to Exhibit 3.24 to the Registration Statement on Form S-4 (Reg. No. 333-137402) filed by International Coal Group, Inc.).

Exhibit No.	Description
3.59	Certificate of Formation of ICG Hazard, LLC (incorporated herein by reference to Exhibit 3.31 to the Registration Statement on Form S-4 (Reg. No. 333-137402) filed by International Coal Group, Inc.).
3.60	Limited Liability Company Agreement of ICG Hazard, LLC (incorporated herein by reference to Exhibit 3.32 to the Registration Statement on Form S-4 (Reg. No. 333-137402) filed by International Coal Group, Inc.).
3.61	Certificate of Formation of ICG Hazard Land, LLC (incorporated herein by reference to Exhibit 3.29 to the Registration Statement on Form S-4 (Reg. No. 333-137402) filed by International Coal Group, Inc.).
3.62	Limited Liability Company Agreement of ICG Hazard Land, LLC (incorporated herein by reference to Exhibit 3.30 to the Registration Statement on Form S-4 (Reg. No. 333-137402) filed by International Coal Group, Inc.).
3.63	Certificate of Formation of ICG Illinois, LLC (incorporated herein by reference to Exhibit 3.33 to the Registration Statement on Form S-4 (Reg. No. 333-137402) filed by International Coal Group, Inc.).
3.64	Limited Liability Company Agreement of ICG Illinois, LLC (incorporated herein by reference to Exhibit 3.34 to the Registration Statement on Form S-4 (Reg. No. 333-137402) filed by International Coal Group, Inc.).
3.65	Certificate of Formation of ICG Knott County, LLC (incorporated herein by reference to Exhibit 3.37 to the Registration Statement on Form S-4 (Reg. No. 333-137402) filed by International Coal Group, Inc.).
3.66	Limited Liability Company Agreement of ICG Knott County, LLC (incorporated herein by reference to Exhibit 3.38 to the Registration Statement on Form S-4 (Reg. No. 333-137402) filed by International Coal Group, Inc.).
3.67	Certificate of Formation of ICG Natural Resources, LLC (incorporated herein by reference to Exhibit 3.41 to the Registration Statement on Form S-4 (Reg. No. 333-137402) filed by International Coal Group, Inc.).
3.68	Limited Liability Company Agreement of ICG Natural Resources, LLC (incorporated herein by reference to Exhibit 3.42 to the Registration Statement on Form S-4 (Reg. No. 333-137402) filed by International Coal Group, Inc.).
3.69	Certificate of Formation of ICG Tygart Valley, LLC (incorporated herein by reference to Exhibit 3.43 to the Registration Statement on Form S-4 (Reg. No. 333-137402) filed by International Coal Group, Inc.).
3.70	Limited Liability Company Agreement of ICG Tygart Valley, LLC (incorporated herein by reference to Exhibit 3.44 to the Registration Statement on Form S-4 (Reg. No. 333-137402) filed by International Coal Group, Inc.).
3.71	Second Amended and Restated Certificate of Incorporation of International Coal Group, Inc. (incorporated herein by reference to Exhibit 3.3 to the Registration Statement on Form S-1 (Reg. No. 333-124393) filed by International Coal Group, Inc.).
3.72	Second Amended and Restated By-Laws of International Coal Group, Inc. (incorporated herein by reference to Exhibit 3.1 to International Coal Group, Inc.'s Current Report on Form 8-K filed on November 19, 2010).
3.73	Articles of Incorporation of Juliana Mining Company, Inc. (incorporated herein by reference to Exhibit 3.45 to the Registration Statement on Form S-4 (Reg. No. 333-137402) filed by International Coal Group, Inc.).

Exhibit No.	Description
3.74	By-laws of Juliana Mining Company, Inc. (incorporated herein by reference to Exhibit 3.46 to the Registration Statement on Form S-4 (Reg. No. 333-137402) filed by International Coal Group, Inc.).
3.75	Articles of Incorporation of King Knob Coal Co., Inc. (incorporated herein by reference to Exhibit 3.47 to the Registration Statement on Form S-4 (Reg. No. 333-137402) filed by International Coal Group, Inc.).
3.76	Amended and Restated By-laws of King Knob Coal Co., Inc. (incorporated herein by reference to Exhibit 3.48 to the Registration Statement on Form S-4 (Reg. No. 333-137402) filed by International Coal Group, Inc.).
3.77	Amended and Restated Certificate of Incorporation of Lone Mountain Processing, Inc. (incorporated herein by reference to Exhibit 3.31 to the Registration Statement on Form S-4 (Reg. No. 333-165934) filed by Arch Coal, Inc.).
3.78	Bylaws of Lone Mountain Processing, Inc. (incorporated herein by reference to Exhibit 3.32 to the Registration Statement on Form S-4 (Reg. No. 333-165934) filed by Arch Coal, Inc.).
3.79	Certificate of Incorporation of Marine Coal Sales Company (incorporated herein by reference to Exhibit 3.49 to the Registration Statement on Form S-4 (Reg. No. 333-137402) filed by International Coal Group, Inc.).
3.80	First Amended and Restated By-laws of Marine Coal Sales Company (incorporated herein by reference to Exhibit 3.50 to the Registration Statement on Form S-4 (Reg. No. 333-137402) filed by International Coal Group, Inc.).
3.81	Articles of Incorporation of Melrose Coal Company, Inc. (incorporated herein by reference to Exhibit 3.51 to the Registration Statement on Form S-4 (Reg. No. 333-137402) filed by International Coal Group, Inc.).
3.82	By-laws of Melrose Coal Company, Inc. (incorporated herein by reference to Exhibit 3.52 to the Registration Statement on Form S-4 (Reg. No. 333-137402) filed by International Coal Group, Inc.).
3.83	Amended and Restated Certificate of Incorporation of Mingo Logan Coal Company (incorporated herein by reference to Exhibit 3.33 to the Registration Statement on Form S-4 (Reg. No. 333-165934) filed by Arch Coal, Inc.).
3.84	Bylaws of Mingo Logan Coal Company (incorporated herein by reference to Exhibit 3.34 to the Registration Statement on Form S-4 (Reg. No. 333-165934) filed by Arch Coal, Inc.).
3.85	Amended and Restated Articles of Incorporation of Mountain Gem Land, Inc. (incorporated herein by reference to Exhibit 3.35 to the Registration Statement on Form S-4 (Reg. No. 333-165934) filed by Arch Coal, Inc.).
3.86	Bylaws of Mountain Gem Land, Inc. (incorporated herein by reference to Exhibit 3.36 to the Registration Statement on Form S-4 (Reg. No. 333-165934) filed by Arch Coal, Inc.).
3.87	Amended and Restated Certificate of Incorporation of Mountain Mining, Inc. (incorporated herein by reference to Exhibit 3.37 to the Registration Statement on Form S-4 (Reg. No. 333-165934) filed by Arch Coal, Inc.).
3.88	Bylaws of Mountain Mining, Inc. (incorporated herein by reference to Exhibit 3.38 to the Registration Statement on Form S-4 (Reg. No. 333-165934) filed by Arch Coal, Inc.).
3.89	Amended and Restated Certificate of Incorporation of Mountaineer Land Company (incorporated herein by reference to Exhibit 3.39 to the Registration Statement on Form S-4 (Reg. No. 333-165934) filed by Arch Coal, Inc.).

Exhibit No.	Description
3.90	Bylaws of Mountaineer Land Company (incorporated herein by reference to Exhibit 3.40 to the Registration Statement on Form S-4 (Reg. No. 333-165934) filed by Arch Coal, Inc.).
3.91	Certificate of Formation of Otter Creek Coal, LLC (incorporated herein by reference to Exhibit 3.41 to the Registration Statement on Form S-4 (Reg. No. 333-165934) filed by Arch Coal, Inc.).
3.92	Operating Agreement of Otter Creek Coal, LLC (incorporated herein by reference to Exhibit 3.42 to the Registration Statement on Form S-4 (Reg. No. 333-165934) filed by Arch Coal, Inc.).
3.93	Agreement of Incorporation of Patriot Mining Company, Inc. (incorporated herein by reference to Exhibit 3.55 to the Registration Statement on Form S-4 (Reg. No. 333-137402) filed by International Coal Group, Inc.).
3.94	Amended and Restated By-laws of Patriot Mining Company, Inc. (incorporated herein by reference to Exhibit 3.56 to the Registration Statement on Form S-4 (Reg. No. 333-137402) filed by International Coal Group, Inc.).
*3.95	Certificate of Formation of Powell Mountain Energy, LLC.
*3.96	Operating Agreement of Powell Mountain Energy, LLC.
3.97	Certificate of Incorporation of Prairie Holdings, Inc. (incorporated herein by reference to Exhibit 3.43 to the Registration Statement on Form S-4 (Reg. No. 333-165934) filed by Arch Coal, Inc.).
3.98	Bylaws of Prairie Holdings, Inc. (incorporated herein by reference to Exhibit 3.44 to the Registration Statement on Form S-4 (Reg. No. 333-165934) filed by Arch Coal, Inc.).
*3.99	Certificate of Formation of Shelby Run Mining Company, LLC.
*3.100	Limited Liability Company Agreement of Shelby Run Mining Company, LLC.
3.101	Certificate of Incorporation of Simba Group, Inc. (incorporated herein by reference to Exhibit 3.57 to the Registration Statement on Form S-4 (Reg. No. 333-137402) filed by International Coal Group, Inc.).
3.102	By-laws of Simba Group, Inc. (incorporated herein by reference to Exhibit 3.58 to the Registration Statement on Form S-4 (Reg. No. 333-137402) filed by International Coal Group, Inc.).
3.103	Certificate of Incorporation of Upshur Property, Inc. (incorporated herein by reference to Exhibit 3.59 to the Registration Statement on Form S-4 (Reg. No. 333-137402) filed by International Coal Group, Inc.).
3.104	By-laws of Upshur Property, Inc. (incorporated herein by reference to Exhibit 3.60 to the Registration Statement on Form S-4 (Reg. No. 333-137402) filed by International Coal Group, Inc.).
3.105	Articles of Incorporation of Vindex Energy Corporation (incorporated herein by reference to Exhibit 3.63 to the Registration Statement on Form S-4 (Reg. No. 333-137402) filed by International Coal Group, Inc.).
3.106	Bylaws of Vindex Energy Corporation (incorporated herein by reference to Exhibit 3.64 to the Registration Statement on Form S-4 (Reg. No. 333-137402) filed by International Coal Group, Inc.).
3.107	Amended and Restated Certificate of Incorporation of Western Energy Resources, Inc. (incorporated herein by reference to Exhibit 3.45 to the Registration Statement on Form S-4 (Reg. No. 333-165934) filed by Arch Coal, Inc.).

Exhibit No.	Description
3.108	Bylaws of Western Energy Resources, Inc. (incorporated herein by reference to Exhibit 3.46 to the Registration Statement on Form S-4 (Reg. No. 333-165934) filed by Arch Coal, Inc.).
3.109	Articles of Incorporation of White Wolf Energy, Inc. (incorporated herein by reference to Exhibit 3.65 to the Registration Statement on Form S-4 (Reg. No. 333-137402) filed by International Coal Group, Inc.).
3.110	Bylaws of White Wolf Energy, Inc. (incorporated herein by reference to Exhibit 3.66 to the Registration Statement on Form S-4 (Reg. No. 333-137402) filed by International Coal Group, Inc.).
3.111	Articles of Incorporation of Wolf Run Mining Company (incorporated herein by reference to Exhibit 3.67 to the Registration Statement on Form S-4 (Reg. No. 333-137402) filed by International Coal Group, Inc.).
3.112	Amended By-laws of Wolf Run Mining Company (incorporated herein by reference to Exhibit 3.68 to the Registration Statement on Form S-4 (Reg. No. 333-137402) filed by International Coal Group, Inc.).
4.1	Indenture, dated June 25, 2003, by and among Arch Western Finance, LLC, Arch Western Resources, LLC, Arch of Wyoming, LLC, Mountain Coal Company, L.L.C., Thunder Basin Coal Company, L.L.C. and The Bank of New York, as Trustee (incorporated by reference to Exhibit 4.1 to the Registration Statement on Form S-4 (File No. 333-107569) filed by Arch Western Finance, LLC, Arch Western Resources, LLC, Arch of Wyoming, LLC, Mountain Coal Company, L.L.C. and Thunder Basin Coal Company, L.L.C. on August 1, 2003).
4.2	First Supplemental Indenture, dated October 22, 2004, by and among Arch Western Finance, LLC, Arch Western Resources, LLC, Arch of Wyoming, LLC, Arch Western Bituminous Group, LLC, Mountain Coal Company, L.L.C., Thunder Basin Coal Company, L.L.C., Triton Coal Company, LLC and The Bank of New York, as Trustee (incorporated by reference to Exhibit 4.3 to the Current Report on Form 8-K filed by Arch Coal, Inc. and Arch Western Resources, LLC on October 28, 2004).
4.3	Indenture, dated as of July 31, 2009, by and among Arch Coal, Inc., the subsidiary guarantors named therein and U.S. Bank National Association, as trustee (incorporated herein by reference to Exhibit 4.1 to Arch Coal, Inc.'s Current Report on Form 8-K filed on July 31, 2009).
4.4	First Supplemental Indenture, dated as of February 8, 2010, by and among Arch Coal, Inc., the subsidiary guarantors named therein and U.S. Bank National Association, as trustee (incorporated herein by reference to Exhibit 4.6 to Arch Coal, Inc.'s Annual Report on Form 10-K for the year ended December 31, 2009).
4.5	Second Supplemental Indenture, dated as of March 12, 2010, by and among Arch Coal, Inc., the subsidiary guarantors named therein and U.S. Bank National Association, as trustee (incorporated herein by reference to Exhibit 4.5 to the Registration Statement on Form S-4 (File No. 333-165934) filed by Arch Coal, Inc. and certain of its subsidiaries on April 7. 2010).
4.6	Third Supplemental Indenture, dated as of May 7, 2010, by and among Arch Coal, Inc., the subsidiary guarantors named therein and U.S. Bank National Association, as trustee (incorporated herein by reference to Exhibit 4.3 to Arch Coal, Inc.'s Quarterly Report on Form 10-Q for the quarter ended March 31, 2010).

Exhibit No.	Description
4.7	Fourth Supplemental Indenture, dated as of December 16, 2010, by and among Arch Coal, Inc., the subsidiary guarantors named therein and U.S. Bank National Association, as trustee (incorporated herein by reference to Exhibit 4.7 to Arch Coal, Inc.'s Annual Report on Form 10-K for the year ended December 31, 2010).
4.8	Fifth Supplemental Indenture, dated as of June 24, 2011, by and among Arch Coal, Inc., the subsidiary guarantors named therein and U.S. Bank National Association, as trustee (incorporated herein by reference to Exhibit 4.8 to Arch Coal, Inc.'s Annual Report on Form 10-K for the year ended December 31, 2011).
4.9	Sixth Supplemental Indenture, dated as of October 7, 2011, by and among Arch Coal, Inc., the subsidiary guarantors named therein and U.S. Bank National Association, as trustee (incorporated herein by reference to Exhibit 4.9 to Arch Coal, Inc.'s Annual Report on Form 10-K for the year ended December 31, 2011).
4.10	Indenture, dated as of August 9, 2010, by and among Arch Coal, Inc., the subsidiary guarantors named therein and U.S. Bank National Association, as trustee (incorporated herein by reference to Exhibit 4.1 to Arch Coal, Inc.'s Current Report on Form 8-K filed on August 9, 2010).
4.11	First Supplemental Indenture, dated as of August 9, 2010, by and among Arch Coal, Inc., the subsidiary guarantors named therein and U.S. Bank National Association, as trustee (incorporated herein by reference to Exhibit 4.2 to Arch Coal, Inc.'s Current Report on Form 8-K filed on August 9, 2010).
4.12	Second Supplemental Indenture, dated as of December 16, 2010, by and among Arch Coal, Inc., the subsidiary guarantors named therein and U.S. Bank National Association, as trustee (incorporated herein by reference to Exhibit 4.10 to Arch Coal, Inc.'s Annual Report on Form 10-K for the year ended December 31, 2010).
4.13	Third Supplemental Indenture, dated as of June 24, 2011, by and among Arch Coal, Inc., the subsidiary guarantors named therein and U.S. Bank National Association, as trustee (incorporated herein by reference to Exhibit 4.13 to Arch Coal, Inc.'s Annual Report on Form 10-K for the year ended December 31, 2011).
4.14	Fourth Supplemental Indenture, dated as of October 7, 2011, by and among Arch Coal, Inc., the subsidiary guarantors named therein and U.S. Bank National Association, as trustee (incorporated herein by reference to Exhibit 4.14 to Arch Coal, Inc.'s Annual Report on Form 10-K for the year ended December 31, 2011).
4.15	Indenture, dated as of June 14, 2011, by and among Arch Coal, Inc., the subsidiary guarantors named therein and UMB Bank National Association, as trustee (incorporated herein by reference to Exhibit 4.1 to Arch Coal, Inc.'s Current Report on Form 8-K filed on June 14, 2011).
4.16	First Supplemental Indenture, dated as of July 5, 2011, by and among Arch Coal, Inc., the subsidiary guarantors named therein and UMB Bank National Association, as trustee (incorporated herein by reference to Exhibit 4.16 to Arch Coal, Inc.'s Annual Report on Form 10-K for the year ended December 31, 2011).
4.17	Second Supplemental Indenture, dated as of October 7, 2011, by and among Arch Coal, Inc., the subsidiary guarantors named therein and UMB Bank National Association, as trustee (incorporated herein by reference to Exhibit 4.17 to Arch Coal, Inc.'s Annual Report on Form 10-K for the year ended December 31, 2011).

Exhibit No.	Description
4.18	Registration Rights Agreement, dated as of June 14, 2011, by and among Arch Coal, Inc., the subsidiary guarantors named therein and Morgan Stanley & Co. LLC, PNC Capital Markets LLC and Merrill Lynch, Pierce, Fenner & Smith Incorporated, as representatives of the initial purchasers named therein (incorporated herein by reference to Exhibit 4.4 to Arch Coal, Inc.'s Current Report on Form 8-K filed on June 14, 2011).
*5.1	Opinion of K&L Gates, LLP.
*5.2	Opinion of Jackson Kelly PLLC.
12.1	Statement Regarding Computation of Ratio of Earnings to Fixed Charges (incorporated by reference to Exhibit 12.1 to Arch Coal, Inc.'s Annual Report on Form 10-K for the year ended December 31, 2011).
*23.1	Consent of Ernst & Young LLP.
*23.2	Consent of Weir International, Inc.
23.3	Consent of K&L Gates LLP (included in Exhibit 5.1).
23.4	Consent of Jackson Kelly PLLC (included in Exhibit 5.2).
24.1	Powers of Attorney with respect to Arch Coal, Inc. and the co-registrants (included on signature pages).
*25.1	Statement of Eligibility on Form T-1
*99.1	Form of Letter of Transmittal.

* Filed herewith

Exhibit 3.9

CERTIFICATE OF FORMATION

OF

ARCH COAL WEST, LLC

This Certificate of Formation of Arch Coal West, LLC (the "Company") is being duly executed and filed by the undersigned authorized person to form a limited liability company under the Delaware Limited Liability Company Act (6 Del.C. 18-101, et seq.), as amended.

FIRST. The name of the limited liability company formed hereby is Arch Coal West, LLC.

SECOND. The address of the registered office of the Company in the State of Delaware is c/o The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, New Castle County, Delaware 19801.

THIRD. The name and address of the registered agent for service of process on the Company in the State of Delaware are The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, New Castle County, Delaware 19801.

IN WITNESS WHEREOF, the undersigned authorized person has executed this Certificate of Formation of Arch Coal West, LLC this 7th day of December, 2010.

ARCH COAL, INC.

By: /s/ Robert G. Jones
Name: Robert G. Jones
Title: Senior Vice President — Law, General Counsel and Secretary

Exhibit 3.10

OPERATING AGREEMENT

OF

ARCH COAL WEST, LLC

THIS LIMITED LIABILITY COMPANY OPERATING AGREEMENT (this "Agreement"), of ARCH COAL WEST, LLC, a Delaware limited liability company (the "Company"), is entered into as of December 7,2010, by Arch Coal, Inc., a Delaware corporation with its principal place of business in St. Louis, Missouri (the "Member").

WITNESSETH:

WHEREAS, the Company was formed as a Delaware limited liability company on December 7, 2010, by the filing of a Certificate of Formation with the Secretary of State of the State of Delaware.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and intending to be legally bound, the parties agree as follows:

AGREEMENT

ARTICLE I

GENERAL PROVISIONS

SECTION 1.1. Formation. The Company was formed by the filing of a Certificate of Formation with the Secretary of State of the State of Delaware on April 30, 2010, pursuant to the Delaware Limited Liability Company Act, 6 Del. C. § 18-101 et seq., as amended from time to time (the "Act"). The rights and liabilities of the Member shall be as provided in the Act, except as is otherwise expressly provided herein. To the extent that the rights, powers, duties, obligations and liabilities of the Member are different by any provision of this Agreement than they would be in the absence of such provision, this Agreement shall, to the extent permitted by the Act, control.

SECTION 1.2. Name. The name of the Company shall be Arch Coal West, LLC. The business of the Company may be conducted under that name or, on compliance with law, any other name the Member deems appropriate or advisable.

SECTION 1.3. Registered Agent and Registered Office; Places of Business. The address of the Company's registered office and registered agent for service of process in Delaware shall be c/o The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, New Castle County, Delaware 19801. The Company shall maintain its principal office at such place, within or without the state of Delaware, as the Member may from time to time determine. The Company may maintain additional offices at such other places as the Member deems advisable. The Member may change the registered office and the registered agent of the Company.

SECTION 1.4. Term. The Company commenced on the filing of the Certificate of Formation and shall be perpetual unless dissolved as provided in this Agreement; *provided that* this Agreement shall remain in full force and effect notwithstanding the termination and dissolution of the Company.

SECTION 1.5. Liability of Member. Except as otherwise provided by the Act, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and the Member shall not be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a Member or acting as a Manager of the Company.

ARTICLE II

PURPOSE AND ACTIVITIES

SECTION 2.1. Purpose of the Company. The Company is formed for the object and purpose of engaging in any lawful act or activity for which limited liability companies may be formed under the Act and engaging in any and all activities necessary or incidental to the foregoing.

ARTICLE III

CAPITAL CONTRIBUTIONS

SECTION 3.1. Capital Contributions and Membership Interests. All sums paid by the Member in connection with the startup of the Company and its business operations shall be credited as capital contributions to the Company by the Member, as will all such additional property or cash as the Member determines appropriate to contribute to the Company. The Member shall contribute to the capital of the Company as the Member's capital contribution the consideration specified in Schedule A to this Agreement. In exchange, the Member shall receive 100% of the membership interest in the Company.

SECTION 3.2. Capital Account. A Capital Account (the "Capital Account") shall be maintained for the Member on the books of the Company. Such Capital Account shall be adjusted to reflect the Member's share of allocations and distributions as provided in this Agreement, and any additional capital contributions by the member to the Company or any distributions from the Company to the Member. Such Capital Account shall further be adjusted to conform to Treasury Regulations under the Internal Revenue Code of 1986, as amended (the "Code"), as interpreted in good faith by the Member.

SECTION 3.3. Additional Capital Contributions. The Member may, from time to time, in its sole discretion make additional capital contributions to the Company.

SECTION 3.4. Allocation of Profits and Losses. The income, deductions, gains, losses and credits of the Company for each fiscal year or other period shall be allocated 100% to the Member.

ARTICLE IV

DISTRIBUTIONS AND ALLOCATIONS

SECTION 4.1. Distributions and Allocations.

(a) Each decision as to the timing, form and amount of distributions shall be made by the Member subject to applicable law and any limitations elsewhere in this Agreement.

(b) All distributions (including liquidating distributions) shall be made to the Member.

(c) The Member shall take into account all items of income, deductions, gains, losses and credits of the Company for any fiscal year or other period directly on his tax return.

(d) In lieu of making distributions III cash, the Member may make distributions in kind.

ARTICLE V

MANAGEMENT

SECTION 5.1. Management. The Member shall have the exclusive right to manage and control the Company's business and shall be the manager (the "Manager") of the Company within the meaning of the Act. Except as otherwise provided herein, the Member (i) shall have the right to perform all actions necessary or advisable (including, but not limited to, the authority to execute, sign, seal and deliver in the name and on behalf of the Company any and all agreements, certificates, instruments or other documents) to the accomplishment of the purposes and authorized acts of the Company, as specified in Article II hereof; (ii) shall possess and enjoy, and may exercise, all of the rights and powers of the Company; and (iii) to the extent permitted by the Act, may delegate any or all of such rights and powers to other persons.

SECTION 5.2. Officers. The Member may, from time to time, choose and appoint such officers of the Company having such powers and duties as the Member shall determine, with titles including but not limited to "President", "Chief Executive Officer", "Chief Financial Officer", "Chief Operating Officer", "Vice President", "Secretary", and "Treasurer". Any number of offices may be held by the same person. The Member may choose not to fill any office for any period of time as it deems advisable. Officers need not be residents of the State of Delaware or a Member. Any officer so designated shall have such authority and perform such duties as the Member may, from time to time, delegate to them. Each officer shall hold office until his or her successor shall be duly designated and shall qualify or until his or her death, resignation or removal.

SECTION 5.3. Expenses. The Member may charge the Company and be reimbursed by the Company for expenses incurred in connection with the performance of the Member's responsibilities to the Company and the operation of the Company's business, including, but not limited to, the following:

(a) expenses incurred in the formation and operation of the Company;

(b) fees and expenses arising out of the performance of the Company's obligations;

(c) all routine, administrative expenses of the Company, including, but not limited to, the costs of the preparation of the financial and tax reports, cash management expenses and insurance and legal expenses; and

(d) the cost of consultants and other professionals retained by the Company.

SECTION 5.4. Limits on Liability. The Member shall not be liable to the Company or any other person or entity, for any act or omission performed or omitted by it with respect to this Agreement or the Company's business and affairs.

SECTION 5.5. Indemnification. The Company shall indemnify, hold harmless and defend the Member, in its capacity as Member, Manager, or Officer, from and against any loss, expense, damage or injury suffered or sustained by them by reason of any acts or omissions arising out of their activities on behalf of the Company or in furtherance of the interest of the Company, including but not limited to any judgment, award, settlement, reasonable attorneys' fees and other costs or expenses incurred in connection with the defense of any actual or threatened action, proceeding or claim, if the acts or omissions were not performed or omitted fraudulently or as a result of gross negligence or willful misconduct by the indemnified party. Reasonable expenses incurred by the indemnified party in connection with any such proceeding relating to the foregoing matters may be paid or reimbursed by the Company in advance of the final disposition of such proceeding upon receipt by the Company of (i) written affirmation by the person requesting indemnification of its good-faith belief that it has met the standard of conduct necessary for indemnification by the Company and (ii) a written undertaking by or on behalf of such person to repay such amount if it shall ultimately be determined by a court of competent jurisdiction that such person has not met such standard of conduct, which undertaking shall be an unlimited general obligation of the indemnified party but need not be secured.

ARTICLE VI

BOOKS, RECORDS AND ACCOUNTING INFORMATION

SECTION 6.1. Books and Records. The Company shall keep or cause to be kept appropriate books and records in accordance with the Act with respect to the Company's business, which books shall at all times be kept at the principal office of the Company or such other location as determined by the Member.

SECTION 6.2. Accounting. The Company shall maintain complete and accurate accounts in proper books of all transactions of or on behalf of the Company. The Company's books and records shall be kept on the cash or accrual basis of accounting, as determined by the Member.

ARTICLE VII

TAX MATTERS

SECTION 7.1. Preparation of Tax Returns. The Member shall arrange for the preparation and timely filing of all returns of Company income, gains, deductions, losses and other items necessary for federal, state and local income tax purposes.

ARTICLE VIII

DISSOLUTION AND LIQUIDATION

SECTION 8.1. Dissolution. The Company shall be dissolved and its affairs shall be wound up upon the first to occur of any of the following events:

(a) the determination by the Member to dissolve; or

(b) the entry of a decree of judicial dissolution under Section 18-802 of the Act.

SECTION 8.2. Liquidation.

(a) Upon the dissolution of the Company, the Member shall act as liquidator to wind up the Company. The liquidator shall proceed to wind up the affairs of the Company diligently and make final distributions as provided herein and in the Act. The liquidator shal have full power and authority to sell, assign and encumber any or all of the Company's assets and to wind up and liquidate the affairs of the Company in an orderly and business-like manner.

(b) The liquidator shall use reasonable efforts to reduce to cash and cash equivalent items such assets of the Company as the liquidator shall deem it advisable to sell, subject to obtaining fair market value for such assets and any tax or other legal considerations. As promptly as possible after dissolution and again after final liquidation, the liquidator shall cause a proper accounting to be made by a recognized firm of certified public accountants of the Company's assets, liabilities and operations through the last day of the calendar month in which the dissolution occurs or the final liquidation is completed, as applicable. The liquidator shall cause the notice described in the Act to be mailed to each known creditor of and claimant against the Company in the manner described thereunder.

(c) All proceeds from liquidation shall be distributed in the following order of priority unless otherwise required by applicable law:

(i) first, to the creditors of the Company, including the Member if a creditor, to the extent otherwise permitted by law, in satisfaction of the liabilities of the Company (whether by payment or the making of reasonable provision for payment thereof), other than liabilities for distributions to the Member; and

(ii) thereafter, to the Member.

(d) In lieu of making liquidating distributions in cash, the liquidator may, in its sole discretion, make such distributions in kind.

(e) Upon the completion of the distribution of Company assets as provided in this Agreement, the Company shall be terminated and the person acting as liquidator shall cause such termination pursuant to the Act and shall take such other actions as may be necessary or appropriate to terminate the Company.

ARTICLE IX

MISCELLANEOUS

SECTION 9.1. Amendments and Waivers. This Agreement may be amended or modified by the Member at any time. No amendment or waiver of any provision of this Agreement shall be valid or of any force or effect, unless made by an instrument in writing, signed by the Member, setting forth the exact nature of such amendment or waiver.

SECTION 9.2. Successors and Assigns. All of the terms and provisions of this Agreement shall inure to the benefit of and be binding upon the Member and its successors and assigns.

SECTION 9.3. Severability. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, in such jurisdiction, be ineffective to the extent of such prohibition or unenforceability, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. If any provision of this Agreement shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case because it conflicts with any other provision or provisions hereof or any law, statute, ordinance, rule, regulation, order, writ, decree or injunction, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provisions herein contained invalid, inoperative or unenforceable to any extent whatsoever. The invalidity of anyone or more phrases, sentences, clauses, sections or subsections of this Agreement shall not affect the remaining portions thereof.

SECTION 9.4. Headings. All section headings herein are for convenience of reference only and are not part of this Agreement, and no construction or inference shall be derived therefrom.

SECTION 9.5. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware applicable to agreements made and to be performed entirely within such state, without regard to principles of conflict of laws.

SECTION 9.6. Entire Agreement. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Member has entered into this Agreement as of the date first above written.

MEMBER:
ARCH COAL, INC.

By: /s/ Robert G. Jones
Name: Robert G. Jones
Title: Senior Vice President — Law,
General Counsel and Secretay

Schedule A

to

Operating Agreement

of

ARCH COAL WEST, LLC

Initial Capital Contribution and Membership Interest of the Member of

ARCH COAL WEST, LLC

Member	Membership Interest	Capital Contribution
ARCH COAL, INC. One cityPlace Drive, Suite 300 St. Louis, MO 63141	100%	$ 100.00

SIXTH AMENDED AND RESTATED CERTIFICATE OF INCORPORATION

OF

ANKER GROUP, INC.

(Pursuant to Sections 228, 242 and 245 of the General
Corporation Law of the State of Delaware)

Anker Group, Inc., a Delaware corporation (the "Corporation"), hereby certifies that:

FIRST: The name of the Corporation is "Anker Group, Inc." and the name under which the Corporation was originally incorporated is "Vebe International, Inc." The date of filing its original Certificate of Incorporation with the Secretary of State was September 1, 1978.

SECOND: This Amended and Restated Certificate of Incorporation (this "Certificate") amends and restates in its entirety the Restated Certificate of Incorporation of the Corporation. This Certificate has been approved by the directors of the Corporation and duly adopted by the stockholders in the manner and by the vote prescribed by Sections 228, 242 and 245 of the General Corporation Law of the State of Delaware.

THIRD: This Certificate will become effective immediately upon its filing with the Secretary of State of the State of Delaware.

FOURTH: Upon the filing with the Secretary of State of the State of Delaware of this Certificate, the Certificate of Incorporation of the Corporation will be amended and restated in its entirety to read as follows:

* * * * *

SIXTH AMENDED AND RESTATED CERTIFICATE OF INCORPORATION

OF

HUNTER RIDGE, INC.

1. The name of the corporation is Hunter Ridge, Inc.

2. The registered office and registered agent of the corporation in the State of Delaware is Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, New Castle County, Delaware 19808. The principal place of business of the Company will be at such address or such other place as the Board of Directors of the Company may from time to time determine.

3. The purpose of the incorporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.

4. The total number of shares of all classes of capital stock which the corporation is authorized to issue shall be 13,200 shares, which shall consist of six classes as follows: a) 500 shares of Class A Common Stock having a par value of $100 per share, b) 500 shares of Class B Common Stock having a par value of $100 per share, c) 200 shares of Class A preferred stock having a par value of $1.00 per share, d) 10,000 shares of Class B Preferred Stock having a par value of $2,500.00 per share, e) 1,000 shares of Class C Preferred Stock having a par value of $13,000 per share, and f) 1,000 shares of Class D Preferred Stock having a par value of $7,000 per share.

4.1 The Class A Preferred Stock shall have the following powers, preferences and other rights and the following qualifications, limitations and restrictions:

(A) Voting. Except as otherwise provided by law, the holders of the Class A Preferred Stock shall have no voting rights on matters put to a vote of the stockholders of the corporation.

(B) Dividends. The holders of record of the Class A Preferred Stock shall be entitled to receive, as and when declared by the directors, dividends as follows: From and after January 1, 1991, fixed cumulative preferential dividends at the rate of nine and nine-tenths percent (9.9%) per annum on the Liquidation Value of the Class A Preferred Stock and no more, such dividends to accrue whether or not declared and be cumulative from said date and to be payable annually on December 31 of each year. Such dividends shall be cumulative and no dividend shall be declared, paid or set apart for payment upon the Class B Preferred Stock, the Class C Preferred Stock, the Class D Preferred Stock or the Common Stock of the corporation unless all then unpaid and accumulated dividends on the Class A Preferred Stock up to and including the dividend payment of the last completed period for which such dividends shall be payable shall have been declared and paid or set apart for payment. Dividends on account of arrearages for any past

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dividend may be declared and paid at any time without reference to any regular dividend payment date.

(C) Liquidation. In the event of the liquidation, dissolution or winding-up of the corporation or other distribution of assets of the corporation among stockholders for the purpose of winding up its affairs, the holders of the Class A Preferred Stock shall, before any amount shall be paid to or any property or assets of the corporation distributed among the holders of the Class B Preferred Stock, the Class C Preferred Stock, the Class D Preferred Stock or the Common Stock of the corporation, be entitled to receive a sum equal to $10,000.00 per share (the "Liquidation Value of the Class A Preferred Stock") together with the accrued and unpaid dividends (which for such purpose shall be calculated as if such dividends were accruing from day to day for the period from the expiration of the last period for which dividends have been paid up to and including the

date of distribution). After payment to the holders of the Class A Preferred Stock of the amounts so payable to them, they shall not be entitled to share in any further distribution of the property or assets of the corporation. In the event the amounts above provided for cannot be paid in full as above provided in respect of the Class A Preferred Stock then outstanding, the holders of shares of Class A Preferred Stock then outstanding shall share ratably in any amounts available for such payments.

(D) Mandatory Redemption. On December 31, 1996, (the "Class A Redemption Date"), the corporation shall, out of funds legally available therefor, redeem the Class A Preferred Stock in whole at a redemption price equal to $10,000 per share together with all accrued and unpaid dividends (which for such purpose shall be calculated as if such dividends were accruing from day to day for the period from the expiration of the last period for which dividends have been paid up to and including the date of redemption); provided, however, that if, as of the Class A Redemption Date, the corporation shall not have funds legally available therefor sufficient to redeem all shares of Class A Preferred Stock then outstanding, then the corporation shall redeem on such date such number of shares of Class A Preferred Stock as it shall have funds legally available therefor and the remainder of the shares of Class A Preferred Stock outstanding after such redemption shall be redeemed promptly from time to time as the corporation shall have funds legally available therefore. In the event that less than all of the shares of Class A Preferred Stock then outstanding are to be redeemed, the shares shall be redeemed *pro rata*. On and after the Redemption Date and until the corporation shall have redeemed all of the shares of the Class A Preferred Stock in accordance with this Section 4.1(D), no dividend shall be declared, paid or set apart for payment upon the Class B Preferred Stock, the Class C Preferred Stock, the Class D Preferred Stock or the Common Stock of the corporation.

4.2 The Class B Preferred Stock shall have the following powers, preferences and other rights and the following qualification, limitations and restrictions:

(A) Voting. Except as otherwise provided by law, the holders of the Class B Preferred Stock shall have no voting rights on matters put to a vote of the stockholders of the corporation.

(B) Dividends. The holders of record of the Class B Preferred Stock shall be entitled to receive, if, as and when declared by the directors, dividends as follows: From and after the date of issuance of the Class B Preferred Stock, fixed non-cumulative preferential dividends at the rate of five percent (5%) per annum on the Liquidation Value of the Class B Preferred Stock and no more. No dividend shall be declared, paid or set apart for payment upon the Class C Preferred Stock, the Class D Preferred Stock or the Common Stock of the corporation in any calendar year unless dividends on the Class B Preferred Stock for such full calendar year shall have been declared and paid or set apart for payment.

(C) Liquidation. In the event of the liquidation, dissolution or winding-up of the corporation or other distribution of assets of the corporation among stockholders for the purpose of winding up its affairs, the holders of the Class B Preferred Stock shall, before any amount shall be paid to or any property or assets of the corporation distributed among the holders of the Class C Preferred Stock, the Class D Preferred Stock or the Common Stock of the corporation, be entitled to receive a sum equal to $2,500.00 per share (the "Liquidation Value of the Class B Preferred Stock") together with any declared but unpaid dividends. After payment to the holders of the Class B Preferred Stock of the amounts so payable to them, they shall not be entitled to share in any further distribution of the property or assets of the corporation. In the event the amounts above provided for cannot be paid in full as above provided in respect of the Class B Preferred Stock then outstanding, the holders of shares of Class B Preferred Stock then outstanding shall share ratably in any amounts available for such payments.

4.3 The designations and the powers, preferences and rights, and the qualifications, limitations or restrictions, in respect of each class of Common Stock are as follows:

(A) Voting Rights. Each share of Common Stock of each class shall entitle the holder to one vote. Except in the election or removal of directors or as otherwise provided by law or elsewhere in this Certificate or in the by-laws of the corporation, on each matter submitted to stockholders for their approval the affirmative vote of a majority of all outstanding shares, without regard to class, shall be required for approval.

(B) Election or Removal of Directors. There shall be two classes of directors, Class A Directors and Class B Directors. In the election of directors, the holders of the outstanding Class A Common Stock shall be entitled as a class to nominate and elect the Class A Directors and the holders of the outstanding Class B Common Stock shall be entitled as a class to nominate and elect the Class B Directors. Only the holders of Class A Common Stock shall be entitled to remove a Class A Director and fill a vacancy caused by the removal, death or resignation of a Class A Director and only the holders of Class B Common Stock shall be entitled to

remove a Class B Director and fill a vacancy caused by the removal, death or resignation of a Class B Director. In any election of directors or any action by the stockholders to remove a director or to fill a vacancy on the board of directors, each share of Common Stock shall entitle the holder to a number of votes equal to the number of directors to be elected; such stockholder may cast all of such votes for a single director or may distribute them among the directors to be voted for as such stockholder may see fit.

(C) Convertibility of Common Stock. Shares of Common Stock of the corporation shall be convertible from one class of Common Stock to another at the request of the holder or holders thereof and with the approval of the board of directors or stockholders as provided therein.

4.4 The Class C Preferred Stock shall have the following powers, preferences and other rights and the following qualifications, limitations and restrictions:

(A) Voting. Except as otherwise provided by law, the holders of the Class C Preferred Stock shall have no voting rights on matters put to a vote of the stockholders of the corporation.

(B) Dividends and Special Dividends.

(i) The holders of record of the Class C Preferred Stock shall be entitled to receive, as and when declared by the directors, dividends as follows: From and after January 1, 1996, cumulative preferential dividends in an amount equal to four percent (4%) of the Excess Gross Realization from Area A Coal (as hereinafter defined) during the immediately preceding calendar year, or during so much of such calendar year as such holders' shares of Class C Preferred Stock were outstanding, and no more, such dividends to accrue whether or

not declared and be cumulative from said date and to be payable annually no later than February 15 of each year or, if February 15 is not a day when banks are open for business in Pittsburgh, Pennsylvania, the next succeeding business day. Such dividends shall be cumulative and no dividend shall be declared, paid or set apart for payment upon the Common Stock of the corporation unless all then unpaid and accumulated dividends on the Class C Preferred Stock up to and including the dividend payment of the last completed period for which such dividends shall be payable shall have been declared and paid or set apart for payment. Dividends on account of arrearages for any past dividend may be declared and paid at any time without reference to any regular dividend payment date.

(ii) As used in this section 4.4, the following terms shall have the following meanings: Excess Gross Realization from Area A Coal during a calendar year means Gross Realization from Area A Coal in excess of 1.35 million tons during such calendar year. Gross Realization from Area A Coal means the aggregate sale price obtained by the Area A Mining Companies

(as hereinafter defined), f.o.b. rail or truck at the loading point, for all Area A Coal produced and sold by the Area A Mining Companies and the sale of which was accrued on the books of the Area A Mining Companies during such calendar year. Area A Coal means coal which has been produced from the reserves identified as Area A in that certain Area A Designation Agreement made as of the 28th day of December, 1995, between the corporation and Heather Glen Resources, Inc., a West Virginia corporation (the "Area A Designation Agreement") and which are owned, leased or subleased by the corporation or any Subsidiary (as hereinafter defined) at the Time of Designation as defined in the Area A Designation Agreement. A copy of the Area A Designation Agreement is on file in the office of the Secretary of the corporation upon request. As used in this Article 4, Subsidiary means a corporation, limited liability company, partnership or other entity which is, directly or indirectly, majority owned by the corporation.

(iii) As used in this section 4.4, Area A Mining Companies means one or more of the following: (a) the corporation or a Subsidiary where the corporation or such Subsidiary owns, leases or subleases coal reserves in Area A and is engaged in the extraction of such coal, whether directly through the conduct of mining operations or indirectly through the employment of contract miners, and (b) a person or entity other than the corporation or a Subsidiary which leases or subleases coal reserves in Area A from the corporation or a Subsidiary, extracts such coal and sells it to the corporation or a Subsidiary.

(iv) The holders of record of the Class C Preferred Stock shall be entitled to receive, as and when declared by the directors, special dividends as follows: In the event that a Mineral Property Transfer (as hereinafter defined) occurs, a special dividend shall be payable in an amount calculated as hereinafter set forth, and no more, each such special dividend to accrue and be cumulative from the date of the Mineral Property Transfer or Subsequent Payment (as hereinafter defined) giving rise thereto and to be payable, except as otherwise provided in this paragraph with respect to a Subsequent Payment, no later than forty-five (45) days following the date of such Mineral Property Transfer. As used in this paragraph 4.4(b)(iv), the term Mineral Property Transfer means a sale, lease, sublease or other transfer by the corporation or a Subsidiary to a transferee other than the corporation or a Subsidiary of Mineral Property (as hereinafter defined) for an aggregate consideration greater than $500,000. As used in this paragraph 4.4(b)(iv), the term Mineral Property means mineral property in Upshur County designated as Mineral Property in the Area A Designation Agreement. Each Special dividend payable in the event of a Mineral Property Transfer shall be calculated by dividing the total acreage of Mineral Property at the Time of Designation (consisting of 28,051 acres) into the number of acres of Mineral Property transferred pursuant to such Mineral Property Transfer, and multiplying

the result by the Sales Price (as hereinafter defined). As used in this paragraph 4.4(B)(iv), Sales Price means the consideration paid to the corporation or a Subsidiary in consideration for such Mineral Property Transfer. In the event that all or any portion of the consideration received for Mineral Property is not monetary, the Sales Price shall include the Fair Market Value of such non-monetary consideration. In the event that Mineral Property is leased or subleased by the corporation or a subsidiary and any portion of the consideration to the corporation or such Subsidiary is payable as lease payments, royalties or otherwise over the term of the lease or sublease ("Subsequent Payments"), then in such event, unless the corporation determines that the aggregate Subsequent Payments for such Mineral Property will exceed $500,000, the corporation or such Subsidiary shall obtain from an independent surveyor or appraiser an estimate of the Subsequent Payments for such Mineral Property, and in the further event that the corporation or such subsidiary or such independent surveyor or appraiser determines that the consideration including the aggregate Subsequent Payments for such Mineral Property will exceed $500,000, then the special dividend with respect to any portion of the Sales Price which constitutes a Subsequent Payment shall be payable within sixty (60) days after the end of the calendar year in which each such Subsequent Payment was received and shall be calculated by dividing the total acreage of Mineral Property at the Time of Designation (consisting of 28,051 acres) into the number of acres of Mineral Property transferred in consideration for such Subsequent Payment, and multiplying the result by each such Subsequent Payment. As used in this paragraph 4.4(B)(iv), the term Fair Market Value means the monetary amount which would be obtained in an arm's-length free market transaction. Any such special dividend shall be cumulative and no dividend shall be declared, paid or set apart for payment upon the Common Stock of the corporation unless all then unpaid and accumulated special dividends on the Class C Preferred Stock shall have been declared and paid or set apart for payment.

(C) Liquidation. In the event of the liquidation, dissolution or winding-up of the corporation among stockholders for the purpose of winding up its affairs, the holders of the Class C Preferred Stock shall, before any amount shall be paid to or any property or assets of the corporation distributed among the holders of the Common Stock of the corporation, be entitled to receive a sum equal to $13,000 per share less the aggregate amount of any special dividends previously paid on such share pursuant to paragraph 4.4(B)(iv) of this Article 4 (the "Class C Liquidation Value") together with all accrued and unpaid dividends (which for such purpose shall be calculated from the expiration of the last period for which dividends have been paid up to and including the date of distribution of the Class C Liquidation Value, and paid within 45 days following the date of distribution of the Class C Liquidation Value, and paid within 45 days following the date of distribution of the Class C Liquidation Value) other than special dividends payable pursuant to paragraph 4.4(B)(iv) of this Article 4. After payment to the holders of the Class C Preferred Stock of the amounts so payable to them, they

shall not be entitled to share in any further distribution of the property or assets of the corporation. In the event the amounts above provided for cannot be paid in full as above provided in respect of the Class C Preferred Stock then outstanding, the holders of shares of Class C Preferred stock then outstanding shall share ratably in any amounts available for such payments.

(D) Redemption. In the event the corporation elects at any time to redeem shares of the Class C Preferred Stock, the corporation shall redeem the shares at a price equal to the Class C Liquidation Value together with all accrued and unpaid dividends (which for such purpose shall be calculated from the expiration of the last period for which dividends have been paid up to and including the date of distribution of the Class C Liquidation Value, and paid within 45 days following the date of distribution of the Class C Liquidation Value) other than special dividends payable pursuant to paragraph 4.4(B)(iv) of this Article 4. The holders of shares of the Class C Preferred Stock shall not have the right at any time to require the redemption of such shares.

4.5 The Class D Preferred Stock shall have the following powers, preferences and other rights and the following qualifications, limitations and restrictions

(A) Voting. Except as otherwise provided by law, the holders of the Class D Preferred Stock shall have no voting rights on matters put to a vote of the stockholders of the corporation.

(B) Dividends.

(i) The holders of record of the Class D Preferred Stock shall be entitled to receive, as and when declared by the directors, dividends as follows: For a period of fifteen years from and after [January 1, 1996], cumulative preferential dividends in an amount equal to two and one-half percent (2-1/2%), and thereafter cumulative preferential dividends in an amount equal to one and one-half percent (1-1/2%), of the Gross Realization from Area F Coal (as hereinafter defined) during the immediately preceding calendar quarter, or during so much of such calendar quarter as such holders' shares of Class D Preferred Stock were outstanding, and no more, such dividends to accrue whether or not declared and be cumulative from said date and to be payable quarterly. Such dividends shall be cumulative and no dividend shall be declared, paid or set apart for payment upon the Class C Preferred Stock or the Common Stock of the corporation unless all then unpaid and accumulated dividends on the Class D Preferred Stock up to and including the dividend payment of the last completed period for which such dividends shall be payable shall have been declared and paid at any time without reference to any regular dividend payment date.

(ii) As used in this section 4.5, the following terms shall have the following meanings: Gross Realization from Area F Coal during a calendar quarter means the aggregate sale price obtained by the Area F Mining Companies

(as hereinafter defined), f.o.b. rail or truck at the loading point, for all Area F Coal produced and sold by the Area F Mining Companies and the sale of which was accrued on the books of the Area F Mining Companies during such calendar quarter. Area F Coal means coal which has been produced from the reserves owned, leased or subleased by the corporation or any Subsidiary in Upshur and Randolph Counties, West Virginia, identified as Area F in that certain Area F Designation Agreement made as of the 28th of December, 1995, between the corporation and Melrose Coal Company, Inc., a West Virginia corporation (the "Area F Designation Agreement"). A copy of the Area F Designation Agreement is on file in the office of the Secretary of the corporation and shall be made available without charge to any stockholder of record of the corporation upon request. Area F Mining Companies means one or more of the following: (a) the corporation or a Subsidiary where the corporation or such Subsidiary owns, leases or subleases coal reserves in Area F and is engaged in the extraction of such coal, whether directly through the conduct of mining operations or indirectly through the employment of contract miners, and (b) a person or entity other than the corporation or a Subsidiary, extracts such coal and sells it to the corporation or a Subsidiary.

(C) Liquidation. In the event of the liquidation, dissolution or winding-up of the corporation or other distribution of assets of the corporation among stockholders for the purpose of winding up its affairs, the holders of the Class D Preferred Stock shall, before any amount shall be paid to or any property or assets of the corporation distributed among the holders of the Class C Preferred Stock or the Common Stock of the corporation, be entitled to receive a sum equal to $7,000 per share (the "Class D Liquidation Value") together with all accrued and unpaid dividends (which for such purpose shall be calculated from the expiration of the last period for which dividends have been paid up to and including the date of distribution of the Class D Liquidation Value, and paid within 45 days following the date of distribution of the Class D Liquidation Value). After payment to the holders of the Class D Preferred Stock of the amounts so payable to them, they shall not be entitled to share in any further distribution of the property or assets of the corporation. In the event the amounts above provided for cannot be paid in full as above provided in respect of the Class D Preferred Stock then outstanding, the holders of shares of Class D Preferred stock then outstanding shall share ratably in any amounts available for such payments.

(D) Redemption and Mandatory Redemption.

(i) In the event the corporation elects at any time to redeem shares of the Class D Preferred Stock, the corporation shall redeem the shares at a price equal to the Class D Liquidation Value together with all accrued and unpaid dividends (which for such purpose shall be calculated from the expiration of the last period for which dividends have been paid up to and including the date of distribution of the Class D Liquidation Value, and

paid within 45 days following the date of distribution of the Class D Liquidation Value).

(ii) In the event that on or before December 31, 2005, the corporation shall not have paid dividends and special dividends in respect of the Class D Preferred Stock in an aggregate amount of $5,000,000 or more, then the corporation, if so requested by a holder of Class D Preferred Stock in a written notice received by the corporation no later than January 31, 2006, shall, out of funds legally available therefor, redeem such stockholder's shares of Class D Preferred Stock over a period of five years by redeeming twenty percent (20%) of such stockholder's shares of Class D Preferred Stock on or before December 31, 2006 and December 31 of each of the next four succeeding years (the "Class D Redemption Dates") at a redemption price equal to the Class D Liquidation Value together with all

accrued and unpaid dividends (which for such purpose shall be calculated from the expiration of the last period for which dividends have been paid up to and including the date of distribution of the Class D Liquidation Value, and paid within 45 days following the date of distribution of the Class D Liquidation Value); provided, however, that if, as of any Class D Redemption Date the corporation shall not have funds legally available therefor sufficient to redeem all shares of Class D Preferred Stock to be redeemed on such date, then the corporation shall redeem on such date such number of shares of Class D Preferred Stock to be redeemed as it shall have funds legally available therefor and the remainder of the shares of Class D Preferred Stock which were to have been redeemed shall be redeemed promptly from time to time as the corporation shall have funds legally available therefor. On and after any Class D Redemption Date and until the corporation shall have redeemed all of the shares of the Class D Preferred Stock to be redeemed on such date in accordance with this paragraph 4.5(D)(ii), no dividend shall be declared, paid or set apart for payment upon the Class C Preferred Stock or the Common Stock of the corporation. No fractional shares shall be redeemed.

(iii) The corporation shall, out of funds legally available therefor, redeem any shares of the Class D Preferred Stock which are issued and outstanding on December 31, 2010, over a period of five years by redeeming twenty percent (20%) of the shares held by each holder of Class D Preferred Stock on or before December 31, 2011 and December 31 of each of the next four succeeding years (the "Class D Final Redemption Dates") at a redemption price equal to the Class D Liquidation Value together with all accrued and unpaid dividends (which for such purpose shall be calculated from the expiration of the last period for which dividends have been paid up to and including the date of distribution of the Class D Liquidation Value, and paid within 45 days following the date of distribution of the Class D Liquidation Value); provided, however, that if , as of any Class D Final Redemption Date the corporation shall not have funds legally available therefor sufficient to redeem all shares of Class D Preferred

Stock to be redeemed on such date, then the corporation shall redeem on such date such number of shares of Class D Preferred Stock to be redeemed as it shall have funds legally available therefor and the remainder of the shares of Class D Preferred Stock which were to have been redeemed shall be redeemed promptly from time to time as the corporation shall have funds legally available therefor. On and after any Class D Final Redemption Date and until the corporation shall have redeemed all of the shares of the Class D Preferred Stock to be redeemed on such date in accordance with this paragraph 4.5(D)(ii), no dividend shall be declared, paid or set apart for payment upon the Class C Preferred Stock or the Common Stock of the corporation. No fractional shares shall be redeemed.

(iv) The holders of shares of the Class D Preferred Stock shall not have the right at any time to require the redemption of such shares, except as provided in paragraphs 4.5(D)(ii) and 4.5(D)(iii) of this Article 4.

5. The corporation is to have perpetual existence.

6. To the full extent permitted by law, the corporation shall (a) indemnify any person or such person's heirs, distributees, next of kin, successors, appointees, executors, administrators, legal representatives or assigns who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative by reason of the fact that such person is or was a director, officer, employee or agent of the corporation or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, domestic or foreign, against expenses, attorneys' fees, court costs, judgments, fines, amounts paid in settlement and other losses actually and reasonably incurred by such person in connection with such action, suit or proceeding and (b) advance expenses incurred by an officer or director in defending such civil or criminal action, suit or proceeding to the full extent authorized or permitted by the laws of the State of Delaware upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that such director or officer is not entitled to be indemnified by the corporation as authorized by Section 145 of the Delaware General Corporation Law.

7. A director shall have no personal liability to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director; however, the foregoing provision shall not eliminate the liability of a director (i) for breach of the director's duty of loyalty to the corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under section 174 of the Delaware General Corporation Law, or (iv) for any transaction from which the director derived an improper personal benefit.

8. Meetings of stockholders may be held within or without the State of Delaware, as the by-laws may provide. The books of the corporation may be kept (subject to any provision contained in the statutes) outside the State of Delaware at such place or places as may be

designated from time to time by the board of directors or in the by-laws of the corporation. Elections of directors need not be by written ballot unless the by-laws of the corporation shall so provide.

9. On any matter requiring approval of the board of directors, each Class A Director shall be entitled to cast a number of votes equal to the number of outstanding shares of Class A Common Stock divided by the number of Class A Directors then on the board of directors and each Class B Director shall be entitled to cast a number of votes equal to the number of outstanding shares of Class B Common Stock divided by the number of Class B Directors then on the board of directors. Fractional votes shall be permitted. A director shall not split his vote, but shall vote all of his votes the same way on any single matter. Except as otherwise provided by law or by this certificate or the by-laws of the corporation, approval of any matter submitted to the board of directors shall require a number of affirmative votes at least equal to a majority of the number of outstanding shares of Common Stock of the corporation, without regard to class.

10. Any action taken by the board of directors or the stockholders of the corporation to amend this Fifth Restated Certificate of Incorporation, or merge or consolidate with another corporation, or dissolve, shall require a number of affirmative votes equal to more than two-thirds of the number of outstanding shares of Common Stock of the corporation, without regard to class, or the affirmative vote of the holders of more than two-thirds of the outstanding Common Stock of the corporation, without regard to class.

11. The by-laws of the corporation currently in effect may be amended or repealed by a resolution of the board of directors passed by a number of affirmative votes equal to more than two-thirds of the number of outstanding shares of Common Stock of the corporation.

- Signature Page Follows -

Dated on this 31st day of December 2007.

/s/ Samuel R. Kitts
Name: Samuel R. Kitts
Title: President

ANKER GROUP, INC.

ACTION BY CONSENT
IN WRITING IN LIEU OF A MEETING
OF THE SOLE SHAREHOLDER

March 8 , 2002

The undersigned, being the sole shareholder of ANKER GROUP, INC., a Delaware corporation (the "**Corporation**"), does hereby consent in writing, pursuant to Section 228 of the General Corporation Law of the State of Delaware and the By-laws of the Corporation, to the action taken in the following resolutions:

WHEREAS, it is in the best interest of the Corporation to amend its Bylaws to provide for a board of directors of not less than one (1) nor more than three (3) members;

NOW, THEREFORE, BE IT RESOLVED: That, effective immediately, the appropriate section of the Bylaws of the Corporation is hereby amended and restated to read in its entirety as set forth below,,

"The Board of Directors shall consist of such number of directors, not less than one (1) nor more than three (3), as may be determined from time to time by resolution of the Board of Directors."

FURTHER RESOLVED: That, effective immediately, Gerald Peacock is hereby elected to serve as the sole director of the Corporation in accordance with the Bylaws of the Corporation.

IN WITNESS WHEREOF, the undersigned has executed this written consent as of the date first set forth above.

Anker Coal Group, Inc.

By: /s/ Gerald Peacock
Title: President

Exhibit 3.40

THIRD AMENDED

BY-LAWS

OF

VEBE INTERNATIONAL, INC.

(a Delaware corporation)

ARTICLE I

OFFICES

Section 1. Registered Office. The registered office shall be established and maintained at No. 100 West Tenth Street, Wilmington, Delaware. The Corporation Trust Company shall be the registered agent of this corporation in charge thereof.

Section 2. Other Offices. The corporation may have other offices, either within or without the State of Delaware, at such place or places as the Board of Directors may from time to time determine or the business of the corporation may require.

ARTICLE II

MEETINGS OF STOCKHOLDERS

Section 1. Annual Meetings. Annual meetings of stockholders for the election of directors and for such other business as may be stated in the notice of the meeting shall be held at such place, either within or without the State of Delaware, and at such time and date as the Board of Directors, by resolution, shall determine and as set forth in the notice of the meeting.

Section 2. Other Meetings. Meetings of stockholders for any purpose may be held at such time and place, within or without the State of Delaware, as shall be stated in the notice of the meeting.

Section 3. Voting. Each stockholder entitled to vote in accordance with the terms of the Certificate of Incorporation and in accordance with the provisions of these By-Laws shall, except as provided in the next succeeding sentence, be entitled to one vote, in person or by proxy, for each share of stock entitled to vote held by such stockholder, but no proxy shall be voted after three years from its date unless such proxy provides for a longer period. At all elections of directors of the corporation, each share of Class A common stock shall entitle the holder to as many votes as shall equal the number of Class A directors to be elected and each share of Class B common stock shall entitle the holder to as many votes as shall equal the number of Class B directors to be elected. Each stockholder may cast all of such votes for a single director or may distribute them among the number to be voted for, or for any two or more of them as he may see fit, except that each holder of Class A common stock shall vote only for Class A directors and each holder of Class B common stock shall vote only for Class B directors.

Upon the demand of any stockholder entitled to vote, the vote for directors and the vote upon any question before the meeting shall be by ballot. All elections for directors shall be decided by plurality vote within each class of common stock; all other questions shall be decided by a majority of votes cast and entitled to vote except as otherwise provided by the Certificate of Incorporation, by the laws of the State of Delaware or by these By-Laws.

A complete list of the stockholders entitled to vote at the ensuing election, arranged in alphabetical order, with the address of each, and the number of shares held by each, shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten days prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be

produced and kept at the time and place of the meeting during the whole time thereof, and may be-inspected by any stockholder who is present.

Section 4. Quorum. Except as otherwise required by law, by the Certificate of Incorporation or by these By-Laws, the presence, in person or by proxy, of stockholders holding a majority of the stock of the corporation entitled to vote shall constitute a quorum at all meetings of the stockholders; and the presence, in person or by proxy, of stockholders holding a majority of any class of the stock of the corporation entitled to vote for the election of directors shall constitute a quorum at any meeting of the holders of stock of such class for the purpose of electing a director or directors representing such class. In case a quorum shall not be present at any meeting, a majority in interest of the stockholders entitled to vote thereat, present in person or by proxy, shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until the requisite amount of stock entitled to vote shall be present. At such adjourned meeting at which the requisite amount of stock entitled to vote shall be represented, any business may be transacted which might have been transacted at the meeting as originally noticed; but only those stockholders entitled to vote at the meeting as originally noticed shall be entitled to vote at any adjournment or adjournments thereof.

Section 5. Special Meetings. Special meetings of stockholders for any purpose or purposes may be called by the President or Secretary, by resolution of the directors, or by stockholders holding 25% or more of the outstanding stock of the corporation entitled to vote at such meeting.

Section 6. Notice of Meetings. Written notice, stating the place, date and time of the meeting, and in the case of a special meeting the purpose or purposes for which such meeting is

called, shall be given to each stockholder entitled to vote thereat at his address as it appears on the records of the corporation, not less than ten nor more than fifty days before the date of the meeting. No business other than that stated in the notice shall be transacted at any special meeting without the consent of the holders of more than two-thirds of the shares entitled to vote thereat.

Section 7. Action Without Meeting. Unless otherwise provided by the Certificate of Incorporation, any action required to be taken at any annual or special meeting of stockholders, or any action which may be taken at any annual or special meeting, may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to those stockholders entitled to vote thereon who have not consented in writing.

ARTICLE III

DIRECTORS

Section 1. Number and Term. The number of directors shall be five. Of that number, there shall be two Class A directors and three Class B directors. The number of directors may be increased or decreased by the stockholders entitled to vote. The directors shall be elected at the annual meeting of stockholders and may be elected at special meetings of stockholders, and each director shall be elected to serve until his successor shall be elected and qualified. Directors need not be stockholders.

Section 2. Removal. Any Class A director may be removed by the affirmative vote of the holders of more than two-thirds of the shares of Class A common stock outstanding and entitled to vote, and any Class B director may be removed by the affirmative vote of the holders of more than two-thirds of the shares of Class B common stock outstanding and entitled to vote, either for or without cause at any time at a special meeting of stockholders called for the purpose; provided, however, that if less than the entire Board of Directors is to be removed, no director may be removed without cause if the votes cast against his removal would be sufficient to elect him if then cumulatively voted at an election of the class of directors of which he is a part. An election of a new Board of Directors held at a meeting of shareholders called for such purpose pursuant to the provision of any written agreement among shareholders holding at least two-thirds of all of the issued and outstanding shares of stock of the corporation entitled to vote shall not be deemed to constitute a removal of directors within the meaning of this Section 2 of Article III.

Section 3. Powers. The Board of Directors shall exercise all of the powers of the corporation except such as are by law or by the Certificate of Incorporation of the corporation or by these By-Laws conferred upon or reserved to the stockholders.

Section 4. Voting. On any matter requiring approval of the Board of Directors, each Class A director shall be entitled to cast a number of votes equal to the number of outstanding shares of Class A common stock divided by the number of Class A directors then on the Board of Directors and each Class B director shall be entitled to cast a number of votes equal to the number of outstanding shares of Class B common stock divided by the number of Class B directors then on the Board of Directors. Fractional votes shall be permitted. A director may not split his vote, but must vote all of his vote the same way on any single matter. Except as

otherwise required by law or by the Certificate of Incorporation or by these By-Laws, approval of any matter submitted to the Board of Directors shall require a number of affirmative votes at least equal to a majority of the number of outstanding shares of stock of the corporation entitled to vote, without regard to class.

Section 5. Committees. The Board of Directors may, by action approved by a number of affirmative votes equal to more than two-thirds of the number of outstanding shares of stock of the corporation entitled to vote, designate one or more committees, each committee to consist of two or more of the directors of the corporation. The Board may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of such committee or committees.

Any such committee, to the extent provided in the resolution of the Board of Directors, or in these By-Laws, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the corporation, and may authorize the seal of the corporation to be affixed to all papers which may require it; but no such committee shall have the power or authority to amend the Certificate of Incorporation, to adopt an agreement of merger or consolidation, to recommend to the stockholders the sale, lease or exchange of all or substantially all of the corporation's property and assets, to recommend to the stockholders a dissolution of the corporation or a revocation of a dissolution, to amend the By-Laws of the corporation, to declare a dividend, to authorize the issuance of stock, or to take any action with respect to any matter referred to in Article VIII of these By-Laws.

Section 6. Meetings. The newly elected directors shall hold their first meeting for the purpose of organization and the transaction of business, if a quorum be present, immediately

after the annual meeting of stockholders; or the time and place of such meeting may be fixed by consent in writing of all the directors.

Regular meetings of the directors may be held without notice at such places and times as shall be determined from time to time by resolution of the directors.

Special meetings of the Board may be called by the President or by the Secretary on the written request of any two directors on at least two days' notice to each director and shall be held at such place or places as may be determined by the directors, or as shall be stated in the call of the meeting.

Section 7. Quorum. The presence of directors entitled to cast a number of votes equal to a majority of the outstanding shares of stock of the corporation entitled to vote, and of not less than one director representing each class of stock of the corporation entitled to vote, shall constitute a quorum for the transaction of business. If at any meeting of the Board of Directors there shall be less than a quorum present, a majority of those present may adjourn the meeting from time to time until a quorum is obtained, and no further notice thereof need be given other than by announcement at the meeting which shall be so adjourned.

Section 8. Compensation. Directors shall not receive any stated salary for their services as directors or as members of committees, but by resolution of the Board of Directors a fixed fee and expenses of attendance may be allowed for attendance at each meeting. Nothing herein contained shall be construed to preclude any director from serving the corporation in any other capacity as an officer, agent or otherwise, and receiving compensation therefor.

Section 9. Action Without Meeting. Any action required or permitted to be taken at any meeting of the Board of Directors, or of any committee thereof, may be taken without a meeting if a written consent thereto is signed by all members of the Board of Directors, or of such committee as the case may be, and such written consent is filed with the minutes of proceedings of the Board of Directors or committee.

Section 10. Participation by Conference Telephone. Members of the Board of Directors of the corporation, or any committee designated by such Board, may participate in a meeting of such Board or committee by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in a meeting shall constitute presence in person at such meeting.

ARTICLE IV

OFFICERS

Section 1. Officers. The officers of the corporation shall be a President, a Treasurer and a Secretary, all of whom shall be elected by the Board of Directors and who shall hold office until their successors are elected and qualified. In addition, the Board of Directors may elect a Chairman, one or more Vice Presidents and such Assistant Secretaries and Assistant Treasurers as they may deem proper. None of the officers of the corporation need be directors. The officers shall be elected at the first meeting of the Board of Directors after each annual meeting. More than two offices may be held by the same person.

Section 2. Other Officers and Agents. The Board of Directors may appoint such other officers and agents as it may deem advisable, who shall hold their offices for such terms

and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors.

Section 3. Chairman. The Chairman of the Board of Directors, if one be elected, shall preside at all meetings of the Board of Directors and he shall have and perform such other duties as from time to time may be assigned to him by the Board of Directors.

Section 4. President. The President shall be the chief executive officer of the corporation and shall have the general powers and duties of supervision and management usually vested in the office of president of a corporation. He shall preside at all meetings of the stockholders if present thereat, and, in the absence or non-election of the Chairman of the Board of Directors, at all meetings of the Board of Directors, and shall have general supervision, direction and control of the business of the corporation. Except as the Board of Directors shall authorize the execution thereof in some other manner, he shall execute bonds, mortgages and other contracts in behalf of the corporation, and shall cause the seal to be affixed to any instrument requiring it and when so affixed the seal shall be attested by the signature of the Secretary or the Treasurer or an Assistant Secretary or an Assistant Treasurer.

Section 5. Vice President. Each Vice President shall have such powers and shall perform such duties as shall be assigned to him by the directors.

Section 6. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate account of receipts and disbursements in books belonging to the corporation. He shall deposit all moneys and other valuables in the name and to the credit of the corporation in such depositories as may be designated by the Board of Directors.

The Treasurer shall disburse the funds of the corporation as may be ordered by the Board of Directors, or the President, taking proper vouchers for such disbursements. He shall render to the President and Board of Directors at the regular meetings of the Board of Directors, or whenever they may request it, an account of all his transactions as Treasurer and of the financial condition of the corporation. If required by the Board of Directors, he shall give the corporation a bond for the faithful discharge of his duties in such amount and with such surety as the Board of Directors shall prescribe.

Section 7. Secretary. The Secretary shall give, or cause to be given, notice of all meetings of stockholders and directors, and all other notices required by law or by these By-Laws, and in case of his absence or refusal or neglect so to do, any such notice may be given by any person thereunto directed by the President, or by the directors, or stockholders, upon whose requisition the meeting is called as provided by these By-Laws. He shall record all the proceedings of the meetings of the corporation and of the directors in a book to be kept for that purpose, and shall perform such other duties as may be assigned to him by the directors or the President. He shall have the custody of the seal of the corporation and shall affix the same to all instruments requiring it, when authorized by the directors or the President, and attest the same.

Section 8. Assistant Treasurers and Assistant Secretaries. Assistant Treasurers and Assistant Secretaries, if any, shall be elected and shall have such powers and shall perform such duties as shall be assigned to them, respectively, by the directors.

Section 9. Annual Budget and Business Plan. Prior to the commencement of each fiscal year, the President and Treasurer shall present to the Board of Directors for approval a budget and business plan for the corporation and its subsidiaries for such fiscal year.

ARTICLE V

MISCELLANEOUS

Section 1. Resignations. Any director, member of a committee or corporate officer may, provided the same would not result in a breach of any contract to which said person is a party, resign at any time. Such resignation shall be made in writing, and shall take effect at the time specified therein, and if no time be specified, at the time of its receipt by the President or Secretary. The acceptance of a resignation shall not be necessary to make it effective.

Section 2. Vacancies. If the office of any director becomes vacant, by reason of death, disability, resignation, removal or otherwise, or if any newly created directorships result from an increase in the authorized number of directors, the President or Secretary, the remaining directors, or any stockholders holding 25% or more of the outstanding shares of stock entitled to vote for the election of such director or directors may call a special meeting of stockholders for the purpose of filling such vacancy or such new directorships; no such vacancy may be filled by the Board of Directors. If the office of any member of a committee or corporate officer becomes vacant, by reason of death, disability, resignation, removal or otherwise, the Board of Directors may by action approved by a number of affirmative votes equal to more than two-thirds of the number of outstanding shares of stock of the corporation, appoint any qualified person to fill such vacancy, who shall hold office for the unexpired term and until his successor shall be duly chosen.

Section 3. Certificates of Stock. Certificates of stock, signed by the Chairman of the Board of Directors, or the President or any Vice President, and the Treasurer or an Assistant Treasurer, or Secretary or an Assistant Secretary, shall be issued to each stockholder certifying the number of shares owned by him in the corporation. When such certificates are countersigned

(1) by a transfer agent other than the corporation or its employee, or (2) by a registrar other than the corporation or its employee, the signatures of such officers may be facsimiles.

Section 4. Lost Certificates. A new certificate of stock may be issued in the place of any certificate theretofore issued by the corporation, alleged to have been lost or destroyed, and the directors may, in their discretion, require the owner of the lost or destroyed certificate, or his legal representatives, to give the corporation a bond, in such sum as they may direct, not exceeding double the value of the stock represented by such certificate, to indemnify the corporation against any claim that may be made against it on account of the alleged loss of any such certificate, or the issuance of any such new certificate.

Section 5. Transfer of Shares. The shares of stock of the corporation shall be transferable only upon its books by the holders thereof in person or by their duly authorized attorneys or legal representatives, and upon such transfer the older certificates shall be surrendered to the corporation by the delivery thereof to the person in charge of the stock transfer books and ledgers, or to such other person as the directors may designate, by whom they shall be canceled and new certificates shall thereupon be issued. A record shall be made of each transfer and whenever a transfer shall be made for collateral security, and not absolutely, its shall be so expressed in the entry of the transfer.

Section 6. Stockholders Record Date. In order that the corporation may determine the stockholders entitled to notice of or vote at any meeting of stockholders or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock or for the purpose

of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty nor less than ten days before the date of such meeting, nor more than sixty days prior to any other action. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 7. Dividends. Subject to the provisions of the Certificate of Incorporation, the Board of Directors may, by action approved by a number of affirmative votes equal to more than two thirds of the number of outstanding shares of stock of the corporation entitled to vote, out of funds legally available therefor at any regular or special meetings, declare dividends upon the capital stock of the corporation as and when they deem expedient. Before declaring any dividend there may be set apart out of any funds of the corporation available for dividends, such sum or sums as the directors from time to time in their discretion deem proper for working capital or as a reserve fund to meet contingencies or for equalizing dividends or for such other purposes as the directors shall deem conducive to the interests of the corporation.

Section 8. Seal. The corporate seal shall be circular in form and shall contain the name of the corporation, the year of its creation and the words “CORPORATE SEAL DELAWARE.” Said seal may be used by causing it or a facsimile thereof to be impressed or affixed or otherwise reproduced.

Section 9. Fiscal Year. The fiscal year of the corporation shall be determined by resolution of the Board of Directors. In the absence of such determination, the fiscal year shall be the calendar year.

Section 10. Checks. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the corporation shall be signed by such officer or officers, agent or agents of the corporation, and in such manner as shall be determined from time to time by resolution of the Board of Directors.

Section 11. Notice and Waiver of Notice. Whenever any notice is required by these By-Laws to be given, personal notice is not meant unless expressly so stated, and any notice so required shall be deemed to be sufficient if given by depositing the same in the mail, postage prepaid, addressed to the person entitled thereto at his address as it appears on the records of the corporation, and such notice shall be deemed to have been given on the day of such mailing. Stockholders not entitled to vote shall not be entitled to receive notice of any meetings except as otherwise provided by statute.

Whenever any notice whatever is required to be given under the provisions of any law, or under the provisions of the Certificate of Incorporation of the corporation or these By-Laws, a waiver thereof in writing, signed by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VI

INDEMNIFICATION

To the full extent permitted by law, the corporation may indemnify any person or his heirs, distributees, next of kin, successors, appointees, executors, administrators, legal representatives and assigns who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a director, officer,

employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, domestic or foreign, against expenses, attorneys' fees, court costs, judgments, fines, amounts paid in settlement and other losses actually and reasonably incurred by him in connection with such action, suit or proceeding.

ARTICLE VII

AMENDMENTS

These By-Laws may be altered or repealed and By-Laws may be made at any annual meeting of all of the stockholders or at any special meeting thereof by the affirmative vote of more than two-thirds of the stock issued and outstanding and entitled to vote thereat, or by a resolution approved by the Board of Directors by a number of affirmative votes equal to more than two-thirds of the number of outstanding shares of stock of the corporation entitled to vote at any regular meeting of the Board of Directors or at any special meeting of the Board of Directors.

ARTICLE VIII

FUNDAMENTAL ISSUES

Except as otherwise provided by the Certificate of Incorporation or by the laws of the State of Delaware, in no event may action be taken by the stockholders or the Board of Directors with regard to each of the following matters except by the affirmative vote of the holders of more than two-thirds, of the issued and outstanding shares of stock of the corporation entitled to vote or by a resolution approved by the Board of Directors by a number of affirmative votes equal to more than two-thirds of the number of outstanding shares of stock of the corporation entitled to vote, provided that any such matter included in an annual budget and business plan previously

approved by the holders of more than two-thirds of the issued and outstanding shares of stock of the corporation entitled to vote, or by a resolution approved by the Board of Directors by a number of affirmative votes equal to more than two-thirds of the number of outstanding shares of stock of the corporation entitled to vote, shall not require further approval pursuant to this Article VIII:

(i) issuance of additional shares of capital stock or other increase of a stockholder's equity;

(ii) merger or consolidation with another entity;

(iii) transactions with any stockholder or its affiliates other than in the ordinary course of business;

(iv) contracts or commitments for capital expenditures in excess of $500,000 per item or group of related items or for purchase or sale of assets other than in the ordinary course of business;

(v) incurrence of liabilities in excess of $500,000 in the aggregate, except in the ordinary course of business;

(vi) redemption of stock;

(vii) changes in compensation of any Shareholder Employee;

(viii) material changes in employee benefits of any Shareholder Employee except under tax-qualified employee benefit plans;

(ix) material changes in accounting methods or policies;

(x) removal or replacement of officers;

(xi) approval of the annual budget and business plan in accordance with Section 9 of Article IV of these By-Laws; and

(xii) dissolution.

As used herein, the term “Shareholder Employee” means any individual officer, director, employee, consultant or agent of the corporation who owns beneficially or of record, directly or indirectly, 5 % or more of the equity or voting power of any stockholder or of any corporation or entity which owns beneficially or of record, directly or indirectly, 50% or more of the equity or voting power of any stockholder.

Exhibit 3.43

SIXTH AMENDED AND RESTATED CERTIFICATE OF INCORPORATION
OF
ANKER COAL GROUP, INC.

(Pursuant to Sections 228, 242 and 245 of the General
Corporation Law of the State of Delaware)

Anker Coal Group, Inc , a Delaware corporation (the "Corporation"), hereby certifies that:

FIRST: The name of the Corporation is "Anker Coal Group, Inc." The date of filing its original Certificate of Incorporation with the Secretary of State was June 28, 1996.

SECOND: This Sixth Amended and Restated Certificate of Incorporation (this "Certificate") amends and restates in its entirety the Fifth Amended and Restated Certificate of Incorporation of the Corporation. This Certificate has been approved by the directors of the Corporation and duly adopted by the stockholders in the manner and by the vote prescribed by Sections 228. 242 and 245 of the General Corporation Law of the State of Delaware.

THIRD: This Certificate will become effective immediately upon its filing with the Secretary of State of the State of Delaware.

FOURTH: Upon the filing with the Secretary of State of the State of Delaware of this Certificate, the Certificate of Incorporation of the Corporation will be amended and restated in its entirety to read as follows:

* * * * *

State of Delaware
Secretary of State
Division of Corporations
Delivered 02:39 PM 01/08/2008
FILED *02:37* PM *01/08/2008*
SRV 080021867 - 2639564 FII8

SIXTH AMENDED AND RESTATED CERTIFICATE OF INCORPORATION
OF
HUNTER RIDGE HOLDINGS, INC.

FIRST: The name of the corporation (the "Corporation") is Hunter Ridge Holdings, Inc.

SECOND: The registered office and registered agent of the Company in the State of Delaware is Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, New Castle County, Delaware 19808. The principal place of business of the Company will be at such address or such other place as the Board of Directors of the Company (the "Board") may from time to time determine.

THIRD: The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware.

FOURTH: The total number of shares of stock that the Corporation shall have authority to issue is 100. The par value of such shares is $0.01 per share. All such shares are of one class and are Common Stock.

FIFTH: Elections of directors need not be by written ballot except and to the extent provided in the by-laws of the Corporation.

SIXTH: To the fullest extent permitted by the General Corporation Law of the State of Delaware or any other applicable laws presently or hereafter in effect, no director of the Corporation shall be personally liable to the Corporation or its stockholders for or with respect to any acts or omissions in the performance of his or her duties as a director of the Corporation. Any repeal or modification of this Article Sixth shall not adversely affect any right or protection of a director of the Corporation existing immediately prior to such repeal or modification.

SEVENTH: Each person who is or was or had agreed to become a director or officer of the Corporation (including the heirs, executors, administrators or estate of such person), shall be indemnified by the Corporation to the full extent permitted by the General Corporation Law of the State of Delaware or any other applicable laws as presently or hereafter in effect. Without limiting the generality or the effect of the foregoing, the Corporation may enter into one or more agreements with any person which provide for indemnification greater or different than that provided in this Article. Any repeal or modification of this Article Seventh shall not adversely affect any right or protection existing hereunder immediately prior to such repeal or modification.

EIGHTH: In furtherance and not in limitation of the rights, powers, privileges, and discretionary authority granted or conferred by the General Corporation Law

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of the State of Delaware or other statutes or laws of the State of Delaware, the Board of Directors is expressly authorized to make, alter, amend or repeal the by-laws of the Corporation, without any action on the part of the stockholders, but the stockholders may make additional by-laws and may alter, amend or repeal any by-law whether adopted by them or otherwise. The Corporation may in its by-laws confer powers upon its Board of Directors in addition to the foregoing and in addition to the powers and authorities expressly conferred upon the Board of Directors by applicable law.

NINTH: The Corporation reserves the right at any time and from time to time to amend, alter, change or repeal any provision contained in this Certificate of Incorporation, and other provisions authorized by the laws of the State of Delaware at the time in force may be added or inserted, in the manner now or hereafter prescribed herein or by applicable law; and all rights, preferences and privileges of whatsoever nature conferred upon stockholders, directors or any other persons whomsoever by and pursuant to this Certificate of Incorporation in its present form or as hereafter amended are granted subject to this reservation.

- Signature Page Follows -

Dated on this 31st day of December 2007.

/s/ SAMUEL R. KITTS
Name: Samuel R. Kitts
Title: President

THIRD AMENDED AND RESTATED
BY-LAWS
OF
ANKER COAL GROUP, INC.
(a Delaware Corporation)

ARTICLE I
OFFICES

Section 1. **Registered Office.** The registered office shall be established and maintained at 1209 Orange Street, in the City of Wilmington, County of New Castle, Delaware. The Corporation Trust Company shall be the registered agent of this corporation in charge thereof.

Section 2. **Other Offices.** The Corporation may have other offices, either within or without the State of Delaware, at such place or places as the Board of Directors may from time to time determine or the business of the Corporation may require.

ARTICLE II
MEETINGS OF STOCKHOLDERS

Section 1. **Annual Meetings.** Annual meetings of stockholders for the election of directors and for such other business as may be stated in the notice of the meeting shall be held at such place, either within or without the State of Delaware, and at such time and date as the Board of Directors, by resolution, shall determine and as set forth in the notice of the meeting.

Section 2. **Other Meetings.** Meetings of stockholders for any purpose other than the election of directors may be held at such time and place, within or without the State of Delaware, as shall be stated in the notice of the meeting.

Section 3. **Voting.** Each stockholder entitled to vote in accordance with the terms of the Certificate of Incorporation and in accordance with the provisions of these By-Laws shall be entitled to one vote, in person or by proxy, for each share of stock entitled to vote held by such stockholder. For each fraction of a share held by each stockholder entitled to vote, such stockholder will be entitled to the corresponding fraction of a vote. Upon the demand of any stockholder, the vote for directors, and the vote upon any question before the meeting, shall be by ballot. All elections for directors shall be decided by plurality vote and all other questions shall be decided by majority vote except as otherwise provided elsewhere in these By-Laws, in the Certificate of Incorporation or the laws of the State of Delaware.

A complete list of the stockholders entitled to vote at the ensuing election, arranged in alphabetical order, with the address of each, and the number of shares held by each, shall be opened to the examination of any stockholder for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten days prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder who is present.

Section 4. **Quorum.** Except as otherwise required by law, the presence, in person or by proxy, of stockholders holding a majority of the stock of the Corporation entitled to vote shall constitute a quorum at all meetings of the stockholders. In case a quorum shall not be present at any meeting, a majority in interest of the stockholders entitled to vote thereat, present in person or by proxy, shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until the requisite amount of stock entitled to vote shall be present. At such adjourned meeting at which the requisite amount of stock entitled to vote shall be represented, any business may be transacted which might have been transacted at the meeting as originally noticed; but only those stockholders entitled to vote at the meeting as originally noticed shall be entitled to vote at any adjournment or adjournments thereof.

Section 5. **Special Meetings.** Special meetings of the stockholders for any purpose or purposes may be called by the Chairman and Chief Executive Officer or President of the Corporation, or by resolution of the Board of Directors and shall be called by the Chairman and Chief Executive Officer, President or Secretary of the Corporation if requested in writing by the holders of not less than 25% of the outstanding shares of stock of the Corporation entitled to vote.

Section 6. **Notice of Meetings.** Written notice, stating the place, date and time of the meeting, and the general nature of the business to be considered, shall be given to each stockholder entitled to vote thereat at his address as it appears on the records of the Corporation, not less than ten nor more than sixty days before the date of the meeting. No business other than that stated in the notice shall be transacted at any meeting without the unanimous consent of all the stockholders entitled to vote thereat.

Section 7. **Action Without Meeting.** Any action required to be taken at any annual or special meeting of stockholders, or any action which may be taken at any annual or special meeting, may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to those stockholders who have not consented in writing.

ARTICLE III
DIRECTORS

Section 1. **Number and Term.** The number of directors shall be seven (7). The directors shall be nominated and elected at the annual meeting of the stockholders and each director shall be elected to serve until his successor shall be elected and qualified. Directors need not be stockholders.

Section 2. **Removal.** Any director or directors may be removed either for or without cause at any time by the affirmative vote of the holders of a majority of all the shares of stock outstanding and entitled to vote, at a special meeting of the stockholders called for the purpose, and the vacancies thus created may be filled, at the meeting held for the purpose of removal, by the affirmative vote of a majority of the stockholders entitled to vote.

Section 3. **Powers.** The Board of Directors shall exercise all of the powers of the Corporation except such as are by law, by the Certificate of Incorporation of the Corporation, or by these By-Laws conferred upon or reserved to one or more of the stockholders or their designees.

Section 4. **Committees.**

(a) The Board of Directors shall establish an Audit Committee consisting of two directors (other than any director who is an officer of the Corporation) appointed by a majority of the Board of Directors. The Board of Directors may also designate one or more directors as alternate members of the Audit Committee, who may replace any absent or disqualified member at any meeting of the Audit Committee. The Audit Committee shall have the following duties and responsibilities:

(i) To meet with the Corporation's independent accountants, the chief financial officer of the Corporation and any other executives of the Corporation as the Audit Committee deems appropriate to review:

(A) the scope of the audit plan;

(B) the Corporation's financial statements;

(C) the results of external and internal audits;

(D) the effectiveness of the Corporation's system of internal controls; and

(E) any limitations imposed by personnel of the Corporation on the independent public accountants.

(ii) To consult with the Corporation's independent accountants out of the presence of the chief financial officer of the Corporation in order to establish direct communication between such accountants and the Board of Directors.

(b) The Board of Directors may establish an Executive Committee consisting of such number of Directors as determined by the majority vote of the full Board of Directors, to hold office during the pleasure of the Board. The members of the Executive Committee shall be appointed by the majority vote of the full Board of Directors. The Executive Committee shall have general supervision and direction of the affairs and business of the Corporation between meetings of the Board, except as limited by law or resolution of the Board, and may take action thereon with like authority and effect as if such action were taken by the Board of Directors. The Executive Committee shall keep a record of its meetings and actions, which shall be verified by the signature of its Chairman and Secretary, and shall be subject to examination at any time by any member of the Board. The members of the Executive Committee may be removed by the unanimous vote of the full Board of Directors.

(c) The Board of Directors may establish standing committees or special committees which shall have such duties, responsibilities and authority, and shall continue in existence for such period of time, as may be determined by the Board of Directors. The Board of Directors

shall appoint the members of any standing or special committee, and shall designate a chairman, and may designate a vice chairman and secretary for each committee. At least one member of each committee shall be a Director, but other committee members need not be Directors.

(d) No Director shall receive additional compensation for serving on a committee of the Board of Directors.

Section 5. **Meetings.** The newly-elected directors shall hold their first meeting for the purpose of organization and the transaction of business, if a quorum be present, immediately after the annual meeting of the stockholders; or the time and place of such meeting may be fixed by consent in writing of all the directors.

Regular meetings of the directors may be held with at least five days' notice to each director at such places and times as shall be determined from time to time by resolution of the directors.

Special meetings of the Board shall be called by an officer of the Corporation on the written request of any two directors on at least five days' notice to each director and shall be held at such place or places as may be determined by the directors, or as shall be stated in the call of the meeting.

Notice of any meetings of the Board of Directors shall specify the time, date and place of the meeting and the purpose or purposes for which the meeting is called, and shall be given to each director.

Section 6. Quorum. Except as provided below, a majority of the full Board of Directors shall constitute a quorum for the transaction of business. The affirmative vote of a majority of the directors present at such meeting will constitute a decision of the Board of Directors. If at any meeting of the Board of Directors there shall be less than a quorum present, a majority of those present may adjourn the meeting from time to time until a quorum is obtained, and no further notice thereof need be given other than by announcement at the meeting which shall be so adjourned.

Section 7. **Compensation.** The Board of Directors shall have the authority to fix the compensation of directors. Directors shall be entitled to be reimbursed for the reasonable out-of-pocket expenses of attending meeting of the Board of Directors. Nothing herein contained shall be construed to preclude any director from serving the Corporation in any other capacity as an officer, agent or otherwise, and receiving compensation therefor.

Section 8. **Action Without Meeting.** Any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof, may be taken without a meeting, if a written consent thereto is signed by all members of the Board of Directors, or of such committee, as the case may be, and such written consent is filed with the minutes of proceedings of the Board of Directors or committee.

Section 9. **Participation by Conference Telephone.** Members of the Board of Directors of the Corporation, or any committee designated by such Board, may participate in a meeting of such Board or committee by means of conference telephone or similar

communications equipment by means of which all persons participating in the meeting can hear each other, and participation in a meeting shall constitute presence in person at such meeting.

ARTICLE IV
OFFICERS

Section 1. **Officers.** The officers of the Corporation shall be a Chairman and Chief Executive Officer, President, Executive Vice President, Treasurer, Secretary and Assistant Secretary, all of whom shall be elected by the Board of Directors and who shall hold office until their successors are elected and qualified. None of the officers of the Corporation need be directors. The officers shall be elected at the first meeting of the Board of Directors after each annual meeting. Two or more offices may be held by the same person. All officers shall be subject to the reasonable supervision and direction of the Board of Directors in a manner consistent with the offices held by such officers.

Section 2. **Other Officers and Agents.** The Board of Directors may appoint such other officers and agents as it may deem advisable, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors.

Section 3. **Chairman and Chief Executive Officer.** The Chairman and Chief Executive Officer shall serve as the Chairman of the Board of Directors, shall preside at all meetings of the Board of Directors, shall be the chief executive officer of the Corporation and shall have the general powers and duties of supervision and management usually vested in a chief executive officer of a corporation. The Chairman and Chief Executive Officer shall exercise supervision and direction over all the business, affairs and property of the Corporation, and he shall have and perform such other suitable duties incident to the conduct of its business and as from time to time may be assigned to him by the Board of Directors. He shall preside at all meetings of the stockholders if present thereat. Except as the Board of Directors shall authorize the execution thereof in some other manner, he shall execute deeds, bonds, mortgages and other contracts and writings on behalf of the Corporation, and shall cause the seal to be affixed to any instrument requiring it and when so affixed the seal shall be attested by the signature of the Secretary or the Treasurer or an Assistant Secretary or an Assistant Treasurer.

Section 4. **President.** The President shall be the chief operating officer of the Corporation and shall have the powers and duties and shall perform the functions of the Chairman and Chief Executive Officer in his absence or incapacity. The President shall have such other powers and duties of supervision and management usually vested in the office of president of a corporation and as from time to time may be assigned to him by the Board of Directors.

Section 5. **Executive Vice-President.** The Executive Vice-President shall have the duties and powers and perform the executive functions of the President in the absence or incapacity of the President, and shall have such other powers and shall perform such other suitable duties as shall be assigned to him by the directors.

Section 6. **Vice Presidents.** Each Vice-President, if any, shall have such powers and shall perform such suitable duties as shall be assigned to him by the directors.

Section 7. **Treasurer.** The Treasurer shall be the chief financial officer of the Corporation and shall have the custody of the corporate funds and securities and shall keep full and accurate account of receipts and disbursements in books belonging to the Corporation. He shall deposit all moneys and other valuables in the name and to the credit of the Corporation in such depositaries as may be designated by the Board of Directors.

The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, or the Chairman and Chief Executive Officer or President, taking proper vouchers for such disbursements. He shall render to the Chairman and Chief Executive Officer, President and Board of Directors at the regular meetings of the Board of Directors, or whenever they may request it, an account of all his transactions as Treasurer and of the financial condition of the Corporation.

Section 8. **Secretary.** The Secretary shall give, or cause to be given, notice of all meetings of stockholders and directors, and all other notices required by law or by these By-Laws, and in case of his absence or refusal or neglect so to do, any such notice may be given by any person thereunto directed by the Chairman and Chief Executive Officer or President, or by the directors, or stockholders, upon whose requisition the meeting is called as provided in these By-Laws. He shall record all the proceedings of the meetings of the Corporation and of the directors in a book to be kept for that purpose, and shall perform such other suitable duties as may be assigned to him by the directors, the Chairman and Chief Executive Officer or the President. He shall have the custody of the seal of the Corporation and shall affix the same to all instruments requiring it, when authorized by the directors, the Chairman and Chief Executive Officer and the President, and attest the same.

Section 9. **Assistant Treasurers and Assistant Secretaries.** Assistant Treasurers and Assistant Secretaries, if any, shall be elected and shall have such powers and shall perform such suitable duties as shall be assigned to them, respectively, by the directors.

ARTICLE V
MISCELLANEOUS

Section 1. **Resignations.** Any director, member of a committee or corporate officer may, provided the same would not result in a breach of any contract to which said person is a party, resign at any time. Such resignation shall be made in writing, and shall take effect at the time specified therein, and if no time be specified, at the time of its receipt by the President or Secretary. The acceptance of a resignation shall not be necessary to make it effective.

Section 2. **Vacancies.** If the office of any director becomes vacant, by reason of death, disability or otherwise, the vacancy may be filled by the affirmative vote of a majority in interest of the stockholders entitled to vote or by the affirmative vote of a majority of the remaining directors. If the office of any corporate officer becomes vacant, by reason of death, disability or otherwise, the Board of Directors may appoint any qualified person to fill such

vacancy, who shall hold office for the unexpired term and until his successor shall be duly chosen.

Section 3. **Certificates of Stock.** Certificates of stock, signed by the Chairman and Chief Executive Officer, or the President or any Vice President, and the Treasurer or an Assistant Treasurer, or Secretary or an Assistant Secretary, shall be issued to each stockholder certifying the number of shares owned by him in the Corporation. When such certificates are countersigned (1) by a transfer agent other than the Corporation or its employee, or (2) by a registrar other than the Corporation or its employee, the signatures of such officers may be facsimiles.

Section 4. **Lost Certificates.** A new certificate of stock may be issued in the place of any certificate theretofore issued by the Corporation, alleged to have been lost or destroyed, and the directors may, in their discretion, require the owner of the lost or destroyed certificate, or his legal representatives, to give the Corporation a bond, in such sum as they may direct, not exceeding double the value of the stock represented by such certificate, to indemnify the Corporation against any claim that may be made against it on account of the alleged loss of any such certificate, or the issuance of any such new certificate.

Section 5. **Transfer of Shares.** The shares of stock of the Corporation shall be transferable only upon the books of the Corporation by the holders thereof in person or by their duly authorized attorneys or legal representatives, and upon such transfer the old certificates shall be surrendered to the Corporation by the delivery thereof to the person in charge of the stock transfer books and ledgers, or to such other person as the directors may designate, by whom they shall be canceled, and new certificates shall thereupon be issued. A record shall be made of each transfer and whenever a transfer shall be made for collateral security, and not absolutely, it shall be so expressed in the entry of the transfer.

Section 6. **Stockholders Record Date.** In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty nor less than ten days before the date of such meeting, nor more than sixty days prior to any other action. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 7. **Dividends.** Subject to the provisions of the Certificate of Incorporation, the Board of Directors may, out of funds legally available therefor at any regular or special meeting, declare dividends upon the capital stock of the Corporation as and when they deem expedient. Before declaring any dividend there may be set apart out of any funds of the Corporation available for dividends, such sum or sums as the directors from time to time in their discretion deem proper for working capital or as a reserve fund to meet contingencies or for

equalizing dividends or for such other purposes as the directors shall deem conducive to the interests of the Corporation.

Section 8. **Seal.** The corporate seal shall be circular in form and shall contain the name of the Corporation, the year of its creation and the words “CORPORATE SEAL DELAWARE.” Said seal may be used by causing it or a facsimile thereof to be impressed or affixed or otherwise reproduced.

Section 9. **Fiscal Year.** The fiscal year of the Corporation shall be determined by resolution of the Board of Directors. In the absence of such determination, the fiscal year shall be the calendar year.

Section 10. **Checks.** All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Corporation shall be signed by such officer or officers, agent or agents of the Corporation, and in such manner as shall be determined from time to time by resolution of the Board of Directors.

Section 11. **Notice and Waiver of Notice.** Whenever any notice is required by these By-Laws to be given, personal notice is not meant unless expressly so stated, and any notice so required shall be deemed to be sufficient if given by depositing the same in the United States mail, postage prepaid, addressed to the person entitled thereto at his address as it appears on the records of the Corporation, and such notice shall be deemed to have been given on the day of such mailing. Stockholders not entitled to vote shall not be entitled to receive notice of any meetings except as otherwise provided by statute.

Whenever any notice whatever is required to be given under the provisions of any law, or under the provisions of the Certificate of Incorporation of the Corporation or these By-Laws, a waiver thereof in writing, signed by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VI
INDEMNIFICATION

Except as provided in any valid written agreement among all of the stockholders of the Corporation or among such stockholders and the Corporation, to the fullest extent permitted by law, the Corporation shall indemnify each person, and his heirs, distributees, next of kin, successors, appointees, executors, administrators, legal representatives and assigns, who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative by reason of the fact that he is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, domestic or foreign, against expenses, attorneys’ fees, court costs, judgments, fines, amounts paid in settlement and other losses actually and reasonably incurred by him in connection with such action, suit or proceeding and shall advance expenses (including attorney’s fees) incurred by an officer or director in defending such civil, criminal, administrative or investigative action, suit or proceeding of the fullest extent authorized or permitted by the laws of the State of Delaware upon receipt of an undertaking by

or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized by Section 145 of the Delaware General Corporation Law.

ARTICLE VII
AMENDMENTS

These By-Laws amend and restate in their entirety the previous By-Laws of the Company. These By-Laws may be altered or repealed and new By-Laws may be made at any annual meeting of the stockholders or at any special meeting thereof by the affirmative vote of the holders of a majority of the stock issued and outstanding and entitled to vote thereat, or by the affirmative vote of a majority of the Board of Directors, at any regular meeting of the Board of Directors, or at any special meeting of the Board of Directors.

ACTION OF THE
BOARD OF DIRECTORS
OF
ANKER COAL GROUP, INC.
TAKEN BY UNANIMOUS WRITTEN CONSENT

November 11, 2004

The undersigned, being all of the members of the board of directors (the "Board") of Anker Coal Group, Inc., a Delaware corporation (the "Company"), do hereby consent in writing pursuant to Section 141(f) of the General Corporation Law of the State of Delaware (the "DGCL"), to the adoption of the following resolutions and do hereby waive any notice required in connection therewith:

Director Resignation

RESOLVED, that the resignation of George Desko, as Director of the Company be, and hereby is, accepted.

Officer Resignation

RESOLVED, that the resignation of George Desko, as Chief Executive Officer of the Company be, and hereby is, accepted.

Appointment of Director

RESOLVED, that, pursuant to Section 9.3 of the Company's Fourth Amended and Restated Certificate of Incorporation and Article V, Section 2 of the Third Amended and Restated By-Laws of the Company (the "Bylaws"), Ray McElhaney be, and he hereby is, elected as Director of the Company to hold such office until his successor, if any, is elected and qualified.

Appointment of Officer

RESOLVED, that Ray McElhaney be, and he hereby is, appointed as President of the Company to hold such office until his respective successor, if any, is elected and qualified.

Amendment to Bylaws

WHEREAS, the Board desires to amend Article III, Section 1 of the Bylaws;

RESOLVED, that Article III, Section 1 of the Bylaws is hereby amended and replaced with the following language:

The number of directors shall be three (3). The directors shall be nominated and elected at the annual meeting of the stockholders and each director shall be elected to

serve until his successor shall be elected and qualified. Directors need not be stockholders.

Miscellaneous

RESOLVED, that the officers of the Company be, and each of them hereby is, authorized and directed to do and perform each and every act to execute and deliver on behalf of the Company any and all instruments and documents, and to pay all such fees and expenses as may be necessary or advisable to implement the intent and purpose of the preceding resolutions, and the execution by each such officer of any such instrument or document or the doing by any of them of any act in furtherance of the foregoing matters shall conclusively establish each such officer's authority to act for the Company and the approval and ratification by the Company of the instruments and documents so executed and the actions so taken; and

RESOLVED, that all acts and deeds heretofore done by any director or officer of the Company for and on behalf of the Company in entering into, executing, acknowledging or attesting any arrangements, agreements, instruments or documents, or in carrying out the terms and intentions of the above resolutions, are hereby ratified, approved and confirmed in all respects.

[SIGNATURES ON FOLLOWING PAGE]

The undersigned, being all of the directors of the Company, hereby consent that this document be filed in the minute book of the Company, and that the actions set forth in the foregoing resolutions will have the same force and effect as if taken at a duly constituted meeting of the Board, effective as of the date first written above.

/s/ Wendy L. Teramoto

Wendy L. Teramoto
Director

/s/ Thomas McCarter

Thomas McCarter
Director

Exhibit 3.46

Amended and Restated

Bylaws

Of

ICG, Inc.

Adopted July 12, 2011

Amended and Restated
Bylaws
Of
ICG, Inc.

Article I
Offices

Section 1.1. Registered Office. The registered office of ICG, Inc. (the "Corporation") in the State of Delaware shall be as set forth in the Certificate of Incorporation.

Section 1.2. Other Offices. The Corporation may also have an office or offices and keep the books and records of the Corporation, except as may be required by law, in such other places within or without the State of Delaware as the Board of Directors may from time to time determine or as the business of the Corporation may require.

Article II
Meetings of Stockholders

Section 2.1. Place. Meetings of stockholders shall be held at such place, within or without the State of Delaware, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting.

Section 2.2. Annual Meetings. The annual meeting of stockholders for the election of directors and for the transaction of such other business as may properly come before the meeting shall be held at such place, on such date and at such time as shall be designated by the Board of Directors and stated in the notice of the meeting.

Section 2.3. Special Meetings. Special meetings of the stockholders for any purpose or purposes may be called by any two members of the Board of Directors, to be held at such place, either within or without the State of Delaware, and at such date and time as shall be designated in the notice of the meeting. The Corporation shall promptly prepare and deliver the required notice of any properly called special meeting of the Corporation, and shall secure an appropriate place to hold any such meeting.

Section 2.4. Notice of Meetings. Except as otherwise expressly required by law, written notice of each meeting of the stockholders shall be given not less than 10 nor more than 60 days before the date of the meeting to each stockholder of record entitled to vote at such meeting. If mailed, such notice shall be deemed given when deposited in the United States mail, postage prepaid, directed to the stockholder at the stockholder's address as it appears on the records of the Corporation. Every such notice shall state the place, date and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called. A written waiver of notice, signed by the person entitled thereto, whether before or after the time stated therein, shall be deemed equivalent to notice. Attendance of a person at a meeting in person or by proxy shall constitute a waiver of notice of such meeting, except when the person attends the meeting

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for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened.

Section 2.5. Adjournments. Any meeting of the stockholders, annual or special, may adjourn from time to time to reconvene at the same or some other place, and notice need not be given of any such adjourned meeting if the time and place thereof are announced at the meeting at which the adjournment is taken. At the adjourned meeting, the Corporation may transact any business which might have been transacted at the original meeting. If the adjournment is for more than 30 days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the meeting.

Section 2.6. List of Stockholders. At least 10 days before every meeting of the stockholders, the Secretary or other officer of the Corporation who shall have charge of the stock ledger of the Corporation shall prepare and make, or cause the preparation and making of, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least 10 days prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. Such list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder who is present.

Section 2.7. Quorum. At each meeting of the stockholders, except as otherwise expressly required by law or by the Certificate of Incorporation of the Corporation, the holders of a majority of the voting power of the issued and outstanding shares of each class of stock of the Corporation entitled to vote at the meeting, present in person or represented by proxy, shall constitute a quorum for the transaction of business. For purposes of the foregoing, two or more classes or series of stock shall be considered a single class if the holders thereof are entitled to vote together as a single class at the meeting. In the absence of a quorum at any such meeting or any adjournment thereof, any officer entitled to preside at, or to act as secretary of, such meeting may adjourn the meeting from time to time

in the manner provided in Section 2.5 of these Bylaws, until stockholders holding the amount of stock requisite for a quorum shall be present in person or by proxy.

Section 2.8. Organization. At each meeting of the stockholders, one of the following shall act as chairman of the meeting and preside thereat, in the following order of precedence:

(a) the President;

(b) any other officer of the Corporation designated by the Board of Directors to act as chairman of such meeting and to preside thereat if the President shall be

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absent from such meeting; or

(c) in the absence of any of the foregoing, a stockholder of record of the Corporation who shall be chosen chairman of such meeting by a majority in voting power of the stockholders present in person or by proxy at the meeting and entitled to vote thereat.

The Secretary, or, if the Secretary shall be presiding over the meeting in accordance with the provisions of this Section or if the Secretary shall be absent from such meeting, the person (who shall be an Assistant Secretary, if an Assistant Secretary, shall be present thereat) whom the chairman of such meeting shall appoint, shall act as secretary of such meeting and keep the minutes thereof.

Section 2.9. Proxies; Voting. Each stockholder entitled to vote at a meeting of stockholders or to express consent or dissent to corporate action in writing without a meeting may authorize another person or persons to act for such stockholder by proxy, but no such proxy shall be voted or acted upon after three years from its date, unless the proxy provides for a longer period. A duly executed proxy shall be irrevocable if it states that it is irrevocable and if, and only as long as, it is coupled with an interest sufficient in law to support an irrevocable power. A stockholder may revoke any proxy which is not irrevocable by attending the meeting and voting in person or by filing an instrument in writing revoking the proxy or another duly executed proxy bearing a later date with the Secretary of the Corporation. Voting at meetings of the stockholders need not be by written ballot and need not be conducted by inspectors unless otherwise provided in these Bylaws or unless so directed by the chairman of the meeting or unless the holders of a majority of the voting power of the outstanding shares of all classes of stock entitled to vote thereon present in person or by proxy at such meeting shall so determine. At all meetings of the stockholders for the election of directors, a plurality of the votes of the shares present in person or represented by proxy at the meeting and entitled to vote on the election of directors shall be sufficient to elect directors. All other elections and questions shall, unless otherwise provided by law or by the Certificate of Incorporation of the Corporation, or these Bylaws, be decided by the vote of the holders of a majority of the voting power of the outstanding shares of the Corporation's stock entitled to vote thereon present in person or by proxy at the meeting, voting as a single class, provided that (except as otherwise required by law, by the Certificate of Incorporation of the Corporation or these Bylaws) the Board of Directors may require a larger vote upon any such election or question.

Section 2.10. Informal Action by Stockholders. Any action required or permitted to be taken at a meeting of the stockholders may be taken without a meeting if a written consent setting forth the action to be taken is signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted, and such writing is filed with the minutes of the proceedings of the stockholders.

Article III
Board of Directors

Section 3.1. General Powers. The business and affairs of the Corporation shall be managed *by* or under the direction of the Board of Directors. The Board of Directors may, except as otherwise required by law or by the Certificate of Incorporation, exercise all such powers and do all such acts and things as may be exercised or done by the Corporation.

Section 3.2. Number and Term of Office. The number of directors which shall constitute the whole Board of Directors shall be fixed, from time to time, by a resolution adopted by the Board of Directors. Directors elected by the stockholders of the Corporation shall be elected by a plurality of the votes of the shares present in person or represented by proxy at the meeting and entitled to vote on the election of directors.

Section 3.3. Resignation, Removal and Vacancies. Any director may resign at any time by giving written notice of his resignation to the Board of Directors or to the Secretary of the Corporation. Any such resignation shall take effect upon receipt unless specified to be effective at some other time and, unless otherwise specified therein, no acceptance of such resignation shall be necessary to make it effective. A director may be removed with or without cause by the holders of a majority of the shares of stock entitled to vote for the election of directors. Any vacancy by reason of death, resignation, removal or otherwise may be filled by the holders of a majority of the stock entitled to vote for the election of directors to fill such vacancy or by a majority of the directors then in office, though less than a quorum, or by a sole remaining director so elected, each to hold office until the next annual meeting of stockholders and until his or her successor shall have been elected and qualified or until his or her earlier death, resignation or removal.

Section 3.4. Meetings.

(a) **Annual Meetings.** As promptly as practicable after each annual election of directors, the Board of Directors shall meet for the purpose of organization, the election of officers and the transaction of other business.

(b) **Regular Meetings.** Regular meetings of the Board of Directors shall be held at such times and places as the Board of Directors shall from time to time determine.

(c) **Special Meetings.** Special meetings of the Board of Directors shall be held whenever called by any two members of the Board of Directors. Any and all business may be transacted at a special meeting which may be transacted at a regular meeting of the Board of Directors.

(d) **Place of Meeting**. The Board of Directors may hold its meetings at such place or places within or without the State of Delaware as the Board of Directors may from time to time by resolution determine or as shall be designated in the notice of meeting.

(e) **Notice of Meetings**. Notice of the annual and other regular meetings of the Board of Directors or of any adjourned meeting need not be given. Notice of special meetings of the Board of Directors, or of any meeting of any committee of the Board of Directors, shall be given to each director, or member of such committee, at least five business days before the day on which such meeting is to be held, if by mail, and at least two business days before the time of the meeting, if by telegraph, cable, telex, telecopy, facsimile or telephone, or if delivered personally. Such notice shall include the time and place of such meeting. A written waiver of notice, signed by the director, whether before or after such meeting shall be deemed equivalent to notice. Attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except when the director attends the meeting for the express purposes of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened.

(f) **Quorum and Manner of Acting**. The presence of at least a majority of the authorized number of directors shall be necessary and sufficient to constitute a quorum for the transaction of business at any meeting of the Board of Directors. In the event one or more of the directors shall be disqualified to vote at any meeting, then the required quorum shall be reduced by one for each such director so disqualified. In the absence of a quorum for any such meeting, a majority of the directors present thereat may adjourn such meeting from time to time until a quorum shall be present. The vote of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors unless the vote of a greater number of directors shall be required by the Certificate of Incorporation of the Corporation, these Bylaws or any stockholders agreement between the Corporation and the holders of at least a majority of the stock entitled to vote for the election of directors.

(g) **Action by Communications Equipment**. The directors, or the members of any committee of the Board of Directors, may participate in a meeting of the Board of Directors, or of such committee, by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and such participation shall constitute presence in person at such meeting.

(h) **Action by Consent**. Any action required or permitted to be taken at any meeting of the Board of Directors, or of any committee thereof, may be taken without a meeting if all members of the Board of Directors or such committee, as the case may be, consent thereto in writing, and such writing is filed with the minutes of the proceedings of the Board of Directors or such committee.

(i) **Organization**. At each meeting of the Board of Directors, any director chosen by a majority of the directors present thereat, may act as chairman of the meeting and preside thereat. The Secretary or, in the absence of the Secretary, any person (who shall be an Assistant Secretary, if an Assistant Secretary shall be present thereat) whom the chairman shall appoint shall act as secretary of such meeting and keep the minutes thereof.

Section 3.5. **Compensation.** The Board of Directors may provide that the Corporation shall reimburse directors for any expenses incurred on account of attendance at any meeting of the Board of Directors or any committee thereof, and may otherwise fix the compensation of directors. Nothing herein shall preclude any director from serving the Corporation in any other capacity and receiving compensation therefore or limit the authority of the Board of Directors to fix such compensation.

Article IV
Committees

Section 4.1. Committees. Subject to the provisions of the Certificate of Incorporation, the Board of Directors may designate one or more committees, each committee to consist of one or more directors. The Board of Directors may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. In the absence or disqualification of a member of a committee, the member or members present at any meeting and not disqualified from voting, whether or not such member or members constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any such absent or disqualified member. Any such committee, to the extent provided herein or in the resolution of the Board of Directors designating such committee and subject to the requirements of the Certificate of Incorporation, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation, and may authorized the seal of the Corporation to be affixed to all papers which may require it.

Section 4.2. Meetings and Quorum. Each Committee shall meet as often as may be deemed necessary and expedient at such times and places as shall be determined by such Committee. At all meetings of any Committee, a majority of the members thereof shall constitute a quorum and the vote of a majority of all of the members thereof at a meeting at which a quorum is present shall be the act of such Committee. Any member of any Committee selected by a majority of the members present may preside at the meetings of any Committee. Any action required or permitted to be taken by any committee may be taken without a meeting if all members of the committee consent in writing to the adoption of a resolution authorizing the action. The resolution and the written consents thereto by the members of the committee shall be filed with the minutes of the proceedings of the committee. Unless the Board of Directors shall otherwise provide, any one or more members of any such committee may participate in any meeting of the committee by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other. Participation by such means shall constitute presence in person at a meeting of the committee.

Article V
Officers

Section 5.1. Election and Appointment; Term of Office. The officers of the

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Corporation shall include a President and a Secretary and may include one or more Vice Presidents (the number thereof to be determined from time to time by the Board of Directors), a Treasurer, one or more Assistant Treasurers and one or more Assistant Secretaries, each of which shall have such authority and shall perform such duties as the Board of Directors may prescribe. Each such officer shall be elected by the Board of Directors at its annual meeting and shall hold office until the next annual meeting of the Board of Directors and until his or her successor is elected or until his or her earlier death, resignation or removal in the manner hereinafter provided. The Board of Directors shall designate the officers, employees and agents of the Corporation who shall have power to execute and deliver deeds, contracts, mortgages, bonds, debentures, checks, notes, drafts and other orders for the payment of money and other documents in the ordinary course of business of the Corporation for and in the name of the Corporation, except when the execution and delivery thereof shall be expressly delegated by the Board of Directors or these Bylaws to some other officer or agent of the Corporation.

Section 5.2. Resignation; Removal; Vacancies.

(a) **Resignation**. Any officer may resign at any time by giving written notice to the President or the Secretary of the Corporation, and such resignation shall take effect upon receipt unless specified therein to be effective at some other time (subject always to the provisions of Section 5.2(b)). No acceptance of any such resignation shall be necessary to make it effective.

(b) **Removal**. All officers and agents elected or appointed by the Board of Directors shall be subject to removal at any time by the Board of Directors with or without cause.

(c) **Vacancies**. A vacancy in any office may be filled for the unexpired portion of the term in the same manner as provided for election or appointment to such office.

Article VI
Books and Records

The books and records of the Corporation may be kept at such places within or without the State of Delaware as the Board of Directors may from time to time determine.

Article VII
Shares and Their Transfer; Fixing Record Dates

Section 7.1. Certificates for Stock. Every owner of stock of the Corporation shall be entitled to have a certificate certifying the number of shares owned and designating the class of stock to which such shares belong, which shall otherwise be in such form as the Board of Directors shall prescribe. Each such certificate shall be signed by, or in the name of the Corporation by, the President or a Vice President and by the Treasurer or an Assistant Treasurer or the Secretary or an Assistant Secretary of the Corporation. In the event the Corporation is advised in writing of any agreement or agreements among

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stockholders of the Corporation relating to restrictions on the transferability or voting rights of the Corporation's stock, no certificate for such restricted stock will be issued by the Corporation unless first imprinted with a legend referring to such agreement or agreements.

Section 7.2. **Transfer Agents and Registrars; Facsimile Signatures.** The Board of Directors shall have the power to appoint one or more transfer agents and/or registrars for the transfer and/or registration of certificates of stock of any class, and may require that stock certificates shall be countersigned and/or registered by one or more of such transfer agents and/or registrars. In the case of certificates for stock of the Corporation countersigned by a transfer agent of the Corporation and/or registered by a registrar of the Corporation, the signatures of the officers of the Corporation thereon may be facsimiles of their respective autograph signatures, and all such stock certificates so countersigned and/or registered and signed in facsimile as aforesaid shall be as valid and effective for all purposes as if the facsimile signatures thereon of such officers were their respective autograph signatures, and notwithstanding the fact that any such officer whose facsimile signature appears thereon may have ceased to be such officer at the time when any such stock certificate shall be actually issued or delivered.

Section 7.3. **Stock Record.** A record shall be kept of the name of the person owning the stock represented by each certificate for stock of the Corporation issued, the number of shares represented by each such certificate, and the date thereof, and, in the case of cancellation, the date of cancellation. The person in whose name shares of stock stand on the books of the Corporation shall be deemed the owner thereof for all purposes.

Section 7.4. **Transfer of Stock.** Transfers of shares of the stock of the Corporation shall be made only on the books of the Corporation by the registered holder thereof, or by the attorney of such registered holder thereunto authorized by power of attorney duly executed and filed with the Secretary of the Corporation, and upon the surrender to the Corporation or a transfer agent of the Corporation of the certificate or certificates for such shares properly endorsed or accompanied by proper evidence of succession, assignment or authority to transfer.

Section 7.5. Lost, Stolen, Destroyed or Mutilated Certificates. The holder of any stock of the Corporation shall promptly notify the Corporation of any loss, theft, destruction or mutilation of the certificate therefor. The Corporation may issue a new certificate for stock in the place of any certificate theretofore issued by it and alleged to have been lost, stolen, destroyed or mutilated, and the Board of Directors may, in its discretion, require the owner of the lost, stolen, destroyed or mutilated certificate or the legal representative of such owner to give the Corporation a bond in such sum, limited or unlimited, in such form and with such surety or sureties as the Board of Directors shall in its discretion determine, to indemnify the Corporation against any claim that may be made against it on account of the alleged loss, theft, destruction or mutilation of any such certificate or the issuance of any such new certificate.

Section 7.6. Record Dates. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of the stockholders or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or

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entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than 60 nor less than 10 days before the date of such meeting, nor more than 60 days prior to any such other action. If no record date is fixed: (1) the record date for determining stockholders entitled to notice of or to vote at a meeting of stockholders shall be at the close of business on the day next preceding the day on which notice is given, or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held; (2) the record date for determining stockholders entitled to express consent to corporate action in writing without a meeting, when no prior action by the Board of Directors is necessary, shall be the day on which the first written consent is expressed; and (3) the record date for determining stockholders for any other purpose shall be at the close of business on the day on which the Board of Directors adopts the resolution relating thereto. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Article VIII
Corporate Seal

The Board of Directors may, by resolution, provide for a suitable seal containing the name of the Corporation and the year of its organization. Such seal, if any, may be used by causing it or a facsimile to be impressed or affixed or in any other manner reproduced.

Article IX
Fiscal Year

The fiscal year of the Corporation shall end on the 31St day of December of each year, or as otherwise fixed by resolution of the Board of Directors.

Article X
Indemnification

A. Every person who was or is a party or is threatened to be made a party to or is involved in any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that such person or a person of whom such person is a legal representative is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation or for its benefit as a director, officer, employee or agent of any other corporation, or as the representative of the Corporation in a partnership, joint venture, trust or other entity, shall be indemnified and held harmless by the Corporation to the fullest extent legally permissible under the General Corporation Law of the State of Delaware, as amended from time to time, against all expenses, liabilities and losses (including attorneys' fees, judgments, fines and amounts paid or to be paid in settlement) reasonably paid or incurred by such person in

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connection therewith. Such right of indemnification shall be a contract right that may be enforced in any manner desired by such person. Such right of indemnification shall include the right to be paid by the Corporation the expenses incurred in defending any such action, suit or proceeding in advance of its final disposition upon receipt of an undertaking by or on behalf of such person to repay such amount if ultimately it should be determined that such person is not entitled to be indemnified by the Corporation under the General Corporation Law of the State of Delaware. Such right of indemnification shall not be exclusive of any other right which such directors, officers or representatives may have or hereafter acquire and, without limiting the generality of such statement, they shall be entitled to their respective rights of indemnification under the Certificate of Incorporation of the Corporation or any agreement, vote of stockholders, provision of law or otherwise, as well as their rights under this Article X. Any person or persons who, pursuant to any provisions of the Certificate of Incorporation of the Corporation, exercises or performs any of the powers or duties conferred or imposed upon a director of the Corporation, shall be entitled to the indemnification rights set forth in this Article X.

B. Notwithstanding anything in this Article X to the contrary, no person shall be indemnified in respect of any claim, action, suit or proceeding initiated by any such person or in which any such person has voluntarily intervened, other than an action initiated by such person to enforce indemnification rights hereunder or an action initiated with the approval of a majority of the Board of Directors.

C. The Board of Directors may cause the Corporation to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation or for its benefit as a director, officer, employee or agent of any other corporation, or as the representative of the Corporation in a partnership, joint venture, trust or other entity, against any expense, liability or loss asserted against or incurred by any such person in any such capacity or arising out of such status, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss.

D. The Board of Directors may adopt further Bylaws from time to time with respect to indemnification and may amend these and such further Bylaws to provide at all times the fullest indemnification permitted by the General Corporation Law of the State of Delaware, as amended from time to time.

Article XI
Amendments

These Bylaws may be altered, amended or repealed by (i) the affirmative vote of at least a majority of the members of the Board of Directors present at a meeting at which a quorum is present or (ii) the affirmative vote of at least a majority of the holders of all the issued and outstanding shares of the Corporation's stock entitled to vote generally at a meeting of stockholders, voting as a single class.

Exhibit 3.50

LIMITED LIABILITY COMPANY AGREEMENT
OF
ICG ADDCAR SYSTEMS, LLC

This Limited Liability Company Agreement (this "Agreement") of ICG ADDCAR Systems, LLC (the "Company") is made and entered into as of September 23, 2004 (the "Effective Date"), by ICG, LLC, as the sole member (the "Member") of the Company.

RECITAL

The Company was formed by the filing of a Certificate of Formation with the Secretary of State of the State of Delaware on September 10, 2004 pursuant to and in accordance with the Delaware Limited Liability Company Act, Title 6 of the Delaware Code, Section 18-101 et seq., as amended from time to time (the "Act").

AGREEMENT

1. **Name**. The name of the limited liability company is ICG ADDCAR Systems, LLC.

2. **Term**. The term of the Company will be unlimited unless dissolved in accordance with the Act.

3. **Purpose**. The Company is formed for the purpose of engaging in any lawful act or activity for which a limited liability company may be formed under the Act and engaging in any and all activities necessary or incidental to the foregoing.

4. **Office; Registered Agent**. The Company will maintain a registered office in Delaware at, and the name and address of the Company's registered agent in Delaware is, The Corporation Service Company, Corporation Trust Center, 2711 Centerville Road, Suite 400, Wilmington, New Castle County, Delaware 19808. The business address of the Company will be at such place as the Board of Directors will, from time to time, determine.

5. **Member**. The sole Member of the Company holds 100% of the legal and equitable ownership interest of the Company, as reflected with its name and address on Schedule A attached hereto. The Member's legal and equitable ownership interest in the Company, including such Member's share of the Company's profits and losses and rights to receive distributions of the Company's assets in accordance herewith and with the Act, is referred to herein as a "Membership Interest."

6. **Foreign Qualification**. The Company may qualify to do business in any state that recognizes limited liability companies and in which it is necessary or expedient for the Company to transact business. The officers of the Company are authorized to appoint and substitute all necessary agents or attorneys for service of process, to designate and change the location of all necessary statutory offices, to make and file all necessary certificates, reports, powers of attorney and other instruments as may be required or appropriate under the laws of such state, to authorize the Company to transact business therein and, whenever it is expedient for the Company to cease doing business therein, to withdraw therefrom, to revoke any appointment of an agent or attorney for service of process, and to file such certificates, reports, revocations of appointment or surrenders of authority of the Company to do business in any such state, territory, dependency or country.

7. **Taxation**. The Member intends that the Company will be treated as a partnership for federal and, if applicable, state and local income tax purposes, and the Member and the Company will file all such income tax returns and will otherwise take all tax and financial reporting positions in a manner consistent with such treatment.

8. **Powers; Management; Board of Directors; Officers**.

(a) The business and affairs of the Company will be managed by the Board of Directors (having all of the rights and powers which are possessed by a manager under the Act pursuant to Section 18-402 of the Act), subject to the provisions of this Agreement. The Board of Directors will be responsible and have sole authority for all aspects of the management and direction of the Company and will have the power to do any and all acts necessary or convenient to or for the furtherance of the purposes described herein, including all powers, statutory or otherwise, possessed by a manager under the Act, subject to the provisions of this Agreement.

(b) The initial Board of Directors will consist of those persons whose names are set forth on Schedule B hereto. Thereafter the number of Directors constituting the whole board will be at least one, such number to be fixed from time to time by action of the Member or of the Board of Directors. Each Director will serve as a Director until the earlier to occur of his death, retirement, resignation or removal by the Member. Any Director may be removed with or without cause by the Member. Upon the death, retirement, resignation or removal of any Director, the remaining Directors, if any, or the Member will designate the replacement Director, if any.

(c) Any action which under any provision of the Act or this Agreement is to be taken by the Board of Directors may be taken (x) at a meeting of the Board of Directors held at such place and time, on such terms (including telephone meetings at which all Directors participating can hear each other) and after such notice (unless waived before or after the meeting) as the Board of Directors may determine, or (y) without a meeting by written consent signed by the required number of Directors necessary to take such action. The Board of Directors will meet at such times as may be determined by the Board of Directors.

(d) Each Director will be entitled to cast one vote with respect to any decision to be made by the Board of Directors. Any decision to be made by the Board of Directors will require the affirmative vote of a majority of the entire Board of Directors. Approval or action by the Board of Directors will constitute approval or action by the Company.

(e) Except as otherwise provided herein, the Member will not participate in the management of or have any control over the Company's business nor will the Member have the power to represent, act for, sign for or bind the Board of Directors or the Company. The Member hereby consents to the exercise by the Board of Directors of the powers conferred on it by this Agreement. The Board of Directors may waive any notice to which it is entitled and the Board of Directors may ratify any action previously taken.

(f) Subject to the bylaws of International Coal Group, Inc., the Board of Directors may appoint one or more officers (which may include members of the Board of Directors) of the Company with such powers, titles and duties as may be approved by the Board of Directors. Each officer will hold office until the

death, retirement, resignation or removal of such officer. The Board of Directors may remove any officer for cause or without cause. The initial officers of the Company are set forth on Schedule B hereto.

(g) The Company is entitled to reimburse the Directors for their reasonable expenses incurred in attending each Board of Directors or committee meeting or otherwise serving as Director.

9. **Members.** The Member is not an agent of the Company solely by virtue of being a Member, and the Member has no authority to act for the Company solely by virtue of being a Member. The Member will not be entitled to vote on any matter, except as required by law or as otherwise expressly set forth herein. Any Member who takes any action or binds the Company in violation of this Section 9 will be solely responsible for any loss and expense incurred by the Company as a result of the unauthorized action and will indemnify and hold the Company harmless with respect to such loss or expense.

10. **Capital Contributions**. The Member has contributed to the Company the amount set forth opposite its name on Schedule A attached hereto, as may be amended from time to time.

11. **Additional Contributions**. The Member is not required to make any additional capital contribution to the Company.

12. **Capital Accounts**. A capital account ("Capital Account") will be maintained for the Member on the books of the Company. The Member's Capital Account will initially equal the amount of cash and the fair market value of any property contributed by such Member to the Company in accordance with Section 10. The Member's Capital Account will be maintained in accordance with the rules contained in United States Treasury Regulations Section 1.704-1(b).

13. **Membership Interest**. The Membership Interest in the Company shall consist of 100 Membership Units. The Membership Units of the Member constitute a "security" governed by Article 8 of the Uniform Commercial Code as in effect in any applicable jurisdiction, including the States of Delaware and New York. The Company shall issue to each holder of a Membership Unit one or more certificates, substantially in the form of Exhibit A attached hereto and signed by such officer of the Company as the Board of Directors authorizes and prescribes, in the name

of such holder to evidence its Membership Interest. The following legend (in addition to any other legends required by applicable law or otherwise) shall be typed on each such certificate:

> THIS CERTIFICATE EVIDENCES A MEMBERSHIP INTEREST IN ICG ADDCAR SYSTEMS, LLC AND SHALL BE A "SECURITY" GOVERNED AND FOR PURPOSES OF ARTICLE 8 OF THE UNIFORM COMMERCIAL CODE AS IN EFFECT IN ANY APPLICABLE JURISDICTION INCLUDING THE STATE OF DELAWARE AND ANY JURISDICTION IN WHICH THIS CERTIFICATE IS HELD BY A PLEDGEE HEREOF.

14. **Allocation of Profits and Losses**. The Company's profits and losses will be allocated to the Member.

15. **Distributions**. Distributions will be made to the Member at the times and in the aggregate amounts determined by the Board of Directors.

16. **Withdrawal of a Member**. A Member may withdraw from the Company in accordance with the Act.

17. **Admission of Additional Members**. One or more additional members may be admitted to the Company upon the Transfer of any Membership Interest in accordance with Section 18 or with the consent of the Board of Directors and Schedule A shall be amended accordingly.

18. **Transfers and Assignments**. Notwithstanding Section 17 above, the Member may transfer, sell, assign (including as security and as a result of any foreclosure sale arising from such security) or otherwise dispose of ("Transfer") all or any part of its Membership Interest in the sole discretion of such Member without consent of the Company, including, without limitation, pursuant to any pledge or collateral assignment and any Transfer in connection with the foreclosure thereof.

19. **Liability of Member; Board of Directors**. Neither the Member nor a member of the Board of Directors (or any affiliate thereto) will have any liability for the obligations or liabilities of the Company except to the extent provided in the Act.

20. **Exculpation of the Board of Directors**. Neither the Board of Directors, any Director, any Member, any officer, any employee, nor any agent of the Company, will be liable, responsible or accountable, in damages or otherwise, to any Member, the Company or any other person for any act performed by them, or failure to act in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on such person by this Agreement or on such officers by this Agreement or by the Board of Directors, except that if a judgment or other final adjudication adverse to such person establishes that such person's acts or omissions were in bad faith or involved intentional misconduct or a knowing violation of law or that such person personally gained in fact a financial profit or other advantage to which such person knew such person was not legally entitled or, that with respect to a distribution to the Member, such Member's acts were not performed in accordance with the Act.

21. **Indemnification**. The Company hereby agrees to indemnify and hold harmless each Member, Director, officer, employee or agent of the Company to the fullest extent permitted under the Act, as the same now exists or may hereafter be amended, substituted or replaced (but, in the case of any amendment, substitution or replacement only to the extent that such amendment, substitution or replacement permits the Company to provide broader indemnification rights than the Company is providing immediately prior to such amendment), against all expenses, liabilities and losses (including reasonable attorneys' fees and expenses, judgments, fines, excise taxes or penalties) reasonably incurred or suffered by such person by reason of the fact that such person is or was a Member, Director, officer, employee or agent of the Company or is or was serving as a Member, Director, officer, employee or agent of a subsidiary of the Company; provided, that no such person will be indemnified for any expenses, liabilities and losses suffered that are attributable to such person's bad faith, intentional misconduct or knowing violation of law (as described in Section 20). Expenses, including reasonable attorneys fees and expenses, incurred by any such indemnified person in defending a proceeding will be paid by the Company in advance of the final disposition of such proceeding, including any appeal therefrom, upon receipt of an undertaking by or on behalf of such person to repay promptly such amount if it will ultimately be determined that such person is not entitled to be indemnified by the Company.

22. **Severability**. Should any provision of this Agreement be held to be enforceable only if modified, such holding will not affect the validity of the remainder of this Agreement, the balance of which will continue to be

binding upon the Member with any such modification to become a part hereof and treated as though originally set forth in this Agreement.

23. **Governing Law**. This Agreement will be governed by, and construed under, the internal laws of the State of Delaware.

24. **Amendment**. Except for amendments to Schedule A referred to in Section 17, this Agreement may be amended only in writing and upon the approval of the Member.

[Signatures on Following Page]

IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, has duly executed this Agreement as of the date first written above.

COMPANY

By: /s/ David L. Wax
Name:
Title:

MEMBER

By: /s/ David L. Wax
Name:
Title:

SCHEDULE A

Name and Address of Member	Capital Contribution	Membership Units	Membership Interest
ICG, LLC 2000 Ashland Drive Ashland, KY 41101-7058	$ 100	100	100%

ICG ADDCAR SYSTEMS, LLC
2000 Ashland Drive
Ashland, Kentucky 41101

November 18, 2005

ICG, Inc.
2000 Ashland Avenue
Ashland, KY 41104

Re: Admission as Member to the Company

Ladies and Gentlemen:

Reference is made to that certain Limited Liability Company Agreement, dated as of September 23, 2004, between ICG ADDCAR Systems, LLC (the "Company") and ICG, LLC (the "LLC Agreement"). Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the LLC Agreement.

The Company hereby acknowledges the assignment on the date hereof by ICG, LLC to ICG, Inc. of all ICG, LLC's Membership Interests in the Company pursuant to Section 18 of the LLC Agreement (the "Assignment"). The Company hereby consents to the admission of ICG, Inc. as the sole Member of the Company pursuant to Section 17 of the LLC Agreement.

By signing below, ICG, Inc. hereby agrees that, as the sole Member of the Company, it will be bound by all of the terms and conditions of the LLC Agreement and all amendments and supplements thereto, to the same extent and on the same terms as ICG, LLC was bound by the LLC Agreement prior to the consummation of the Assignment.

Further, the undersigned parties agree that Schedule A to the LLC Agreement is hereby amended to read in its entirety as set forth on Schedule A attached hereto and the Secretary of the Company is hereby directed to reflect such amendment on the books and records of the Company.

Except as herein provided, the LLC Agreement shall remain unchanged and in full force and effect, and each reference to the LLC Agreement shall be to the LLC Agreement as amended hereby and as the same may be further amended, supplemented and otherwise modified from time to time, subject to the terms and conditions of the LLC Agreement.

This letter agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same amendatory instrument, and any of the parties hereto may execute this letter agreement by signing any such counterpart.

This letter agreement shall be governed by, and construed in accordance with, the law of the State of Delaware.

[Remainder of Page Intentionally Left Blank]

Please confirm your agreement with the foregoing by signing this letter agreement where indicated below.

Yours truly,

ICG ADDCAR SYSTEMS, LLC

/s/ William D. Campbell
William D. Campbell, Vice President,
Secretary and Treasurer

Accepted and agreed to, as of the date first written above:

ICG, INC.

By: /s/ William D. Campbell
William D. Campbell, Vice President,
Secretary and Treasurer

AMENDED AND RESTATED
SCHEDULE A OF THE LLC AGREEMENT
OF ICG ADDCAR SYSTEMS, LLC

Name and Address of Member	Capital Contribution	Membership Units	Membership Interest
ICG, Inc. 2000 Ashland Avenue Ashland, KY 41104	$ 100	100	100%

ICG ADDCAR SYSTEMS, LLC
No. 1 HWM Drive
Ashland, KY 41102

March 15, 2005

ICG, Inc.
300 Corporate Centre Drive
Scott Depot, WV 25560

Re: Amendment of LLC Agreement

Ladies and Gentlemen:

Reference is made to that certain Limited Liability Company Agreement, dated as of September 23, 2004, between ICG ADDCAR Systems, LLC (the "Company") and ICG, LLC, AS AMENDED November 18, 2005 (the "LLC Agreement").

This letter agreement will confirm that the Company and ICG, Inc., the sole member of the Company (as assignee of ICG, LLC), have agreed to amend the LLC Agreement, effective the date hereof, to delete Section 7 thereof and replace it with the following text: "7. [Reserved]."

Except as herein provided, the LLC Agreement shall remain unchanged and in full force and effect, and each reference to the LLC Agreement shall be to the LLC Agreement as amended hereby and as the same may be further amended, supplemented and otherwise modified from time to time, subject to the terms and conditions of the LLC Agreement.

This letter agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same amendatory instrument, and any of the parties hereto may execute this letter agreement by signing any such counterpart. This letter agreement shall be governed by, and construed in accordance with, the law of the State of Delaware.

Please confirm your agreement with the foregoing by signing this letter agreement where indicated below.

Yours truly,

ICG ADDCAR SYSTEMS, LLC

/s/ Bradley W. Harris
Bradley W. Harris,
Vice President and Treasurer

Accepted and agreed to, as of the date first written above:

ICG, INC.

By: /s/ Bradley W. Harris
Bradley W. Harris
Vice President and Treasurer

Exhibit 3.95

STATE of DELAWARE
LIMITED LIABILITY COMPANY
CERTIFICATE OF FORMATION

· **First:** The name of the limited liability company is POWDUL ACQUISITION LLC

· **Second:** The address of its registered office in the State of Delaware is 2711 Centerville Road Suite 400 in the City of Wilmington, DE 19808. The name of its Registered Agent at such address is Corporation Service Company

· **Third:** (Use this paragraph only if the company is to have a specific effective date of dissolution: "The latest date on which the limited liability company is to dissolve is .")

· **Fourth:** (Insert any other maters the members determine to include herein.)

In Witness Whereof, the undersigned have executed this Certificate of Formation this 5th day of November, 2007.

By: /s/ Jonathan Director
Authorized Person(s)

Name: Jonathan Director
Typed or Printed

STATE OF DELAWARE
CERTIFICATE OF AMENDMENT

1. Name of Limited Liability Company: POWDUL ACQUISITION LLC

2. The Certificate of Formation of the limited liability company is hereby amended as follows: the name of the limited liability company is hereby changed from "POWDUL ACQUISITION LLC" to "POWELL MOUNTAIN ENERGY, LCC"

IN WITNESS WHEREOF, the undersigned has executed this Certificate on the 27th Day of May, A.D. 2008.

ICG, LLC
a Delaware limited liability company
Sole Member of Powell Mountain
Energy, LLC

By: /s/ Roger L. Nicholson
ROGER L. NICHOLSON
Senior Vice President,
General Counsel and Secretary

Exhibit 3.96

SECOND AMENDED AND RESTATED

LIMITED LIABILITY COMPANY AGREEMENT

OF

POWELL MOUNTAIN ENERGY, LLC

Dated as of June 29, 2011

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Second Amended and Restated
Limited Liability Company Agreement
of
Powell Mountain Energy, LLC

This Second Amended and Restated Limited Liability Company Agreement (this "Agreement") is made and entered into as of this 29th day of June, 2011 (the "Effective Date") by Lone Mountain Processing, Inc., a Delaware corporation and sole member (the "Member").

Recitals

A. Powell Mountain Energy, LLC (the "Company") was formed on November 5, 2007 as a limited liability company under the Delaware Limited Liability Company Act (the "Act").

B. The First Amended and Restated Limited Liability Company Agreement (the "Existing Agreement") was adopted and entered into by ICG, LLC (the "Prior Member"), the sole member of the Company, on May 27, 2008.

C. All of the issued and outstanding membership interests in the Company were acquire by the Member from the Prior Member on the Effective Date.

D. The Member desires to amend and restate the Existing Agreement as set forth herein.

E. By executing this Agreement, the Member hereby (i) ratifies the formation of the Company and the filing of the Certificate of Formation (the "Certificate") with the Secretary of State of Delaware, (ii) confirms and agrees to the Member's status as a member of the Company and (iii) continues the existence of the Company for the purposes hereinafter set forth, subject to the terms and conditions hereof.

Agreements

NOW, THEREFORE, in consideration of the foregoing premises and the agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Member agree as follows:

Article I
Formation and Offices

1.01 Formation. Pursuant to the Act, the Member has caused the Company to be formed as a Delaware limited liability company effective upon the filing of the Certificate with the Secretary of State of Delaware.

1.02 Principal Office. The principal office of the Company shall be located at CityPlace One, One CityPlace Drive, Suite 300, St. Louis, Missouri, or at such other place as the Member may determine from time to time.

1.03 Registered Office and Registered Agent. The location of the registered office and the name of the registered agent of the Company in the State of Delaware shall be as stated in the Certificate, as determined from time to time by the Member.

1.04 Purpose. The purposes for which the Company is organized are to transact any or all such lawful business for which a limited liability company may be organized under the Act. Subject to the provisions of this Agreement, the Company shall have the power to do any and all acts and things necessary, appropriate, advisable or convenient for the furtherance and accomplishment of the purposes of the Company, including, without limitation, to engage in any kind of activity and to enter into and perform obligations of any kind necessary to or in connection with, or incidental to, the accomplishment of the purposes of the Company, so long as said activities and obligations may be lawfully engaged in or performed by a limited liability company under the Act.

1.05 Date of Dissolution. The duration of the Company shall be perpetual.

Article II
Capitalization of the Company

2.01 Initial Capital Contribution. The Member has made an initial cash contribution to the capital of the Company in the amount of $100. Hereafter, the amount of any and all capital contributions of the Member shall be reflected in the books and records of the Company.

2.02 Additional Capital Contributions. The Member shall not be required to make any additional capital contributions to the Company. The Member may make additional capital contributions to the Company at such times and in such amounts as it deems appropriate.

Article III
Cash Distributions; Profits and Losses for Tax Purposes

3.01 Cash Distributions Prior to Dissolution. The Board of Managers shall have the right to determine the amount, if any, that should be distributed to the Member each year; provided, however, that no distribution shall be permitted to the extent prohibited by the Act. No distribution shall be determined a return or withdrawal of a capital contribution unless so designated by the Member or Board of Managers.

3.02 Allocation of Profits and Losses for Tax Purposes. The Company shall maintain a separate capital account for the Member in accordance with the rules applicable to partnerships in Treasury Regulation 1.704 1(b)(2)(iv) or any successor Treasury Regulations which by their terms would be applicable to the Company. All profits and losses of the Company shall be allocated to the Member.

Article IV
Member

4.01 Actions of the Member. Any action required or permitted to be taken by the Member may be taken without a meeting if a consent in writing setting forth the action so taken is signed by or on behalf of the Member. The Member shall elect the members of the Board of Managers annually or with such other frequency as the Member may determine appropriate from time to time.

4.02 Powers of the Member. The Member, acting solely in its capacity as a Member, shall have no authority to act as an agent of the Company or have any authority to act for or to bind the Company.

4.03 Other Business Ventures. The Member and any manager may engage in or possess an interest in any other business venture of any nature or description, independently or with others, whether or not similar to or in competition with the business of the Company. No manager shall be required to devote all such manager's time or business efforts to the affairs of the Company, but shall devote so much of such manager's time and attention to the Company as is reasonably necessary and advisable to manage the affairs of the Company to the best advantage of the Company.

Article V
Board of Managers; Officers

5.01 Powers of the Board of Managers. Except as otherwise provided hereunder, the business and affairs of the Company shall be managed by the Board of Managers. Any decision or act of the Board of Managers within the scope of its power and authority granted hereunder shall control and shall bind the Company.

5.02 Limitation on Powers of the Board of Managers. Without the approval of the Member, the Board of Managers shall not have the authority to:

(a) terminate, dissolve or wind-up the Company;

(b) (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of the Company or of all or a substantial part of the assets of the Company, (ii) admit in writing the Company's inability to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) have an order for relief entered against the Company under applicable federal bankruptcy law, or (v) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against the Company in any bankruptcy, reorganization or insolvency proceeding;

(c) amend the Certificate of Formation;

(d) issue a membership interest to any person and admit any person as an additional Member;

(e) approve a merger or consolidation of the Company with or into another person or the acquisition by the Company of another business (either by asset, stock or interest purchase) or any equity of another entity;

(f) authorize any transaction, agreement or action on behalf of the Company that is unrelated to its purpose as set forth in this Agreement, that otherwise contravenes this Agreement or that is not within the usual course of the business of the Company; or

(g) redeem any membership interest or recapitalize the Company.

5.03 Duties of the Board of Managers. In addition to the rights and duties of the Board of Managers set forth elsewhere in this Agreement and subject to the other provisions of this Agreement, the Board of Managers shall be responsible for and are hereby authorized to:

(a) control the day to day operations of the Company;

(b) hire or appoint employees, agents, independent contractors or officers of the Company;

(c) carry out and effect all directions of the Member;

(d) select and engage the Company's accountants, attorneys, engineers and other professional advisors;

(e) apply for and obtain appropriate insurance coverage for the Company;

(f) temporarily invest funds of the Company in short term investments where there is appropriate safety of principal;

(g) acquire in the name of the Company by purchase, lease or otherwise, any real or personal property which may be necessary, convenient or incidental to the accomplishment of the purposes of the Company;

(h) engage in any kind of activity and perform and carry out contracts of any kind necessary to, in connection with, or incidental to the accomplishment of the purposes of the Company, so long as said activities and contracts may be lawfully carried on or performed by a limited liability company under the Act and are in the ordinary course of the Company's business; and

(i) negotiate, execute and perform all agreements, contracts, leases, loan documents and other instruments and exercise all rights and remedies of the Company in connection with the foregoing.

5.04 Number, Appointment, Tenure and Election of the Managers. The initial managers of the Company shall be selected by the Member. The Board of Managers may, from time to time, increase or decrease the number of managers, but in no instance shall the number of Managers be less than one.

5.05 Removal, Resignation and Election of a Manager. Any manager may be removed from such position at any time, with or without cause, by the Member. A manager may resign from such position at any time upon prior notice to the Member. Any vacancy created in a manager position by the removal or resignation of a manager or otherwise shall be filled by a new manager selected by the Member.

5.06 Meetings of the Board of Managers.

(a) Meetings of the Board of Managers shall be held at such time and at such places as they shall determine. No meeting of the Board of Managers shall be held without a quorum being present, which shall consist of a majority of the managers. Managers may participate in a meeting of the Board of Managers by means of conference telephone or other similar communication equipment whereby all managers participating in the meeting can hear each other. Participation in a meeting in this manner shall constitute presence in person at the meeting. Action of the Board of Managers shall require the favorable vote of a majority of all managers.

(b) Any action required or permitted by this Agreement to be taken at any meeting of the Board of Managers may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, is signed by all of the Managers.

5.07 Officers.

(a) The Board of Managers may appoint a President, one or more Vice Presidents, a Secretary, a Treasurer and such other officers as the business of the Company may require, each of whom shall hold office for such period, have such authority and perform such duties as are provided in this Agreement, or as the Board of Managers may determine.

(b) The President shall have general and active management power and authority with respect to the day to day affairs of the Company and shall perform such duties and undertake such responsibilities as the Board of Managers shall designate. The President shall see that all orders and resolutions of the Board of Managers are carried into effect.

(c) A Vice President shall perform such duties and have such responsibilities as may be prescribed by the Board of Managers and/or the President.

(d) The Secretary shall keep or cause to be kept a record of the affairs of the Company, including all orders and resolutions of the Member and the Board of Managers and record minutes of all such items in a book to be kept for that purpose. The Secretary shall also perform such other duties as may be prescribed by the Board of Managers and/or the President.

(e) The Treasurer shall have responsibility for the safekeeping of the funds and securities of the Company, shall keep or cause to be kept full and accurate accounts of receipts and disbursements in books belonging to the Company and shall keep or cause to be kept all other books of account and accounting records of the Company. The Treasurer shall have the general duties, powers and responsibility of a treasurer of a corporation. The Treasurer shall

also perform such other duties and shall have such other responsibility and authority as may be prescribed by the Board of Managers and/or the President.

(f) Each officer of the Company shall hold such office at the pleasure of the Board of Managers or for such other period as the Board of Managers may specify at the time of election or appointment, or until such officer's death, resignation or removal by the Board of Managers.

Article VI
Liability and Indemnification

6.01 Liability of the Member and the Managers. The Member shall only be liable to make the payment of the Member's initial capital contribution. Neither the Member nor any manager shall be liable for any obligations of the Company. Except as otherwise specifically provided in the Act, the Member shall not be obligated to pay any distribution to or for the account of the Company or any creditor of the Company.

6.02 Indemnification.

(a) The Member, the managers, any officers of the Company appointed by the Board of Managers, and their affiliates, and their respective stockholders, members, managers, directors, officers, partners, agents and employees (individually and collectively, an "Indemnitee") shall be indemnified and held harmless by the Company from and against any and all losses, claims, damages, liabilities, expenses (including legal fees and expenses), judgments, fines, settlements and other amounts arising from any and all claims, demands, actions, suits or proceedings, civil, criminal, administrative or investigative (each a "Claim"), in which the Indemnitee may be involved, or threatened to be involved, as a party or otherwise by reason of such Indemnitee's status as any of the

foregoing, which relates to or arises out of the Company, its assets, business or affairs, if in each of the foregoing cases, the Indemnitee acted in good faith and in a manner such Indemnitee believed to be in, or not opposed to, the best interests of the Company, and, with respect to any criminal proceeding, had no reasonable cause to believe such Indemnitee's conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere, or its equivalent, shall not, of itself, create a presumption that the Indemnitee acted in a manner contrary to that specified above. Any indemnification pursuant to this Article VI shall be made only out of the assets of the Company, and neither the Member nor any manager shall have any personal liability on account thereof.

(b) In the event that an amendment to this Agreement reduces or eliminates any Indemnitee's right to indemnification pursuant to this Article VI, such amendment shall not be effective with respect to any Indemnitee's right to indemnification that accrued prior to the date of such amendment. For purposes of this Section 6.02(b), a right to indemnification shall accrue as of the date of the event underlying the Claim that gives rise to such right to indemnification.

(c) All calculations of Claims and the amount of indemnification to which any Indemnitee is entitled under this Article VI shall be made (i) giving effect to the tax

consequences of any such Claim and (ii) after deduction of all proceeds of insurance net of retroactive premiums and self-insurance retention recoverable by the Indemnitee with respect to such Claims.

6.03 Expenses. Expenses (including reasonable legal fees and expenses) incurred by an Indemnitee in defending any claim, demand, action, suit or proceeding described in Section 6.02 may, from time to time, be advanced by the Company prior to the final disposition of such claim, demand, action, suit or proceeding, in the discretion of the Board of Managers, upon receipt by the Company of an undertaking by or on behalf of the Indemnitee to repay such amount if it shall be determined that the Indemnitee is not entitled to be indemnified as authorized in this Article VI.

6.04 Non-Exclusivity. The indemnification and advancement of expenses set forth in this Article VI shall not be exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any statute, the Act, the Certificate, this Agreement, any other agreement, a vote of the Member, a policy of insurance or otherwise, and shall not limit in any way any right which the Company may have to make additional indemnifications with respect to the same or different persons or classes of persons, as determined by the Board of Managers. The indemnification and advancement of expenses set forth in this Article VI shall continue as to an Indemnitee who has ceased to be a named Indemnitee and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of such a person.

6.05 Insurance. The Company may purchase and maintain insurance on behalf of the Indemnitees against any liability asserted against them and incurred by them in such capacity, or arising out of their status as Indemnitees, whether or not the Company would have the power to indemnify them against such liability under this Article VI.

6.06 Duties. An authorized officer or manager shall discharge his or her duties hereunder in good faith, with the care a corporate officer of like position would exercise under similar circumstances, in the manner he or she reasonably believes to be in the best interest of the Company, and shall not be liable for any such action so taken or any failure to take such action, if he or she performs such duties in compliance herewith.

Article VII
Transferability; Assignment

The Member shall have the right to sell, pledge, hypothecate or otherwise transfer all or any part of such Member's membership interest in the Company at any time.

Article VIII
Dissolution and Termination

8.01 Events Causing Dissolution. The Company shall be dissolved upon the first to occur of the following events:

(a) The vote of the Member to dissolve;

(b) The sale or other disposition of substantially all of the assets of the Company and the receipt and distribution of all the proceeds therefrom; or

(c) Except as otherwise agreed upon in this Agreement, any other event causing a dissolution of the Company under the provisions of the Act.

8.02 Notices to Secretary of State. As soon as possible following the occurrence of the events specified in Section 8.01, the Company shall file a Certificate of Cancellation with the Secretary of State of Delaware which cancels the Certificate.

8.03 Cash Distributions Upon Dissolution. Upon the dissolution of the Company as a result of the occurrence of any of the events set forth in Section 8.01, the Board of Managers shall proceed to wind up the affairs of and liquidate the Company and the liquidation proceeds, if any, shall be applied and distributed in the following order of priority:

(a) First, to the payment of debts and liabilities of the Company in the order of priority as provided by law (including any loans or advances that may have been made by the Member to the Company) and the expenses of liquidation;

(b) Second, to the establishment of any reserve which the Board of Managers may deem reasonably necessary for any contingent, conditional or unasserted claims or obligations of the Company; and

(c) Finally, the remaining balance of the liquidation proceeds, if any, to the Member.

8.04 In-Kind Distributions. Notwithstanding the foregoing, in the event the Board of Managers shall determine that an immediate sale of part or all of the property of the Company would cause undue loss to the Member, or the Board of Managers determines that it would be in the best interest of the Member to distribute property of the Company to the Member in-kind, then the Board of Managers may either defer liquidation of, and withhold from distribution for a reasonable time, any property of the Company except that necessary to satisfy the Company's debts and obligations, or distribute such property to the Member in-kind.

Article IX
Accounting and Bank Accounts

9.01 Fiscal Year and Accounting Method. The fiscal year of the Company shall be as designated by the Board of Managers. The Board of Managers shall also determine the accounting method to be used by the Company.

9.02 Books and Records. Proper and complete records and books of account shall be kept by the Board of Managers in which shall be entered all transactions and other matters relative to the Company business. The Company's books and records shall be prepared in accordance with generally accepted accounting principles, consistently applied. The Member shall have the right at any time and without notice to inspect the books and records of the Company.

9.03 Tax Returns and Elections. The Company shall cause to be prepared and timely filed all federal, state and local income tax returns or other returns or statements required by applicable law. As soon as reasonably practicable after the end of each fiscal year of the Company, the Company shall cause to be prepared and delivered to the Member all information with respect to the Company necessary for the Member's federal and state income tax returns.

9.04 Bank Accounts. All funds of the Company shall be deposited in a separate bank, money market or similar account approved by the Board of Managers and in the Company's name. Withdrawals therefrom shall be made only by persons authorized to do so by the Board of Managers.

Article X
Miscellaneous

10.01 Amendment. Except as otherwise expressly provided elsewhere in this Agreement, this Agreement shall not be altered, modified or changed except by an amendment approved the Member. In addition to any amendments otherwise authorized herein, amendments may be made to this Agreement from time to time by the Board of Managers without the consent of the Member (i) to cure any ambiguity or to correct or supplement any provision herein which may be inconsistent with any other provision herein or (ii) to delete or add any provisions of this Agreement required to be so deleted or added by federal, state or local law, the Internal Revenue Service or any other federal or state agency or any other similar entity or official.

10.02 No Third Party Rights. None of the provisions contained in this Agreement shall be for the benefit of or enforceable by any third parties, including creditors of the Company. The parties to this Agreement expressly retain any and all rights to amend this Agreement as herein provided, notwithstanding any interest in this Agreement or in any party to this Agreement held by any other person.

10.03 Severability. In the event any provision of this Agreement is held to be illegal, invalid or unenforceable to any extent, the legality, validity and enforceability of the remainder of this Agreement shall not be affected thereby and shall remain in full force and effect and shall be enforced to the greatest extent permitted by law.

10.04 Binding Agreement. The provisions of this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective heirs, personal representatives, successors and permitted assigns.

10.05 Headings. The headings of the Articles and Sections of this Agreement are for convenience only and shall not be considered in construing or interpreting any of the terms or provisions hereof.

10.06 Counterparts. This Agreement may be executed in several counterparts, all of which together shall constitute one agreement binding on all parties hereto, notwithstanding that all the parties have not signed the same counterpart.

10.07 Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior writings or agreements with respect to the subject matter hereof.

10.08 Governing Law. This Agreement shall be construed according to and governed by the laws of the State of Delaware.

[The remainder of this page has been left blank intentionally.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first written above.

Lone Mountain Processing, Inc.

By: /s/ Jon S. Ploetz
Jon S. Ploetz, Secretary

Exhibit 3.99

CERTIFICATE OF FORMATION

OF

SHELBY RUN MINING COMPANY, LLC

This Certificate of Formation of Shelby Run Mining Company, LLC (the "Company") is being duly executed and filed by the undersigned authorized person to form a limited liability company under the Delaware Limited Liability Company Act (6 Del.C. 18-101, et seq.), as amended.

FIRST. The name of the limited liability company formed hereby is Shelby Run Mining Company, LLC.

SECOND. The address of the registered office of the Company in the State of Delaware is *c/o* The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, New Castle County, Delaware 19801.

THIRD. The name and address of the registered agent for service of process on the Company in the State of Delaware are The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, New Castle County, Delaware 19801.

IN WITNESS WHEREOF, the undersigned authorized person has executed this Certificate of Formation of Shelby Run Mining Company, LLC this 29th day of September, 2011.

ARCH COAL, INC.

By: /s/ Jon S. Ploetz
Name: Jon S. Ploetz
Title: Assistant General Counsel and Assistant Secretary

LIMITED LIABILITY COMPANY AGREEMENT

OF

SHELBY RUN MINING COMPANY, LLC

Dated as of September 29, 2011

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Limited Liability Company Agreement

of

Shelby Run Mining Company, LLC

This Limited Liability Company Agreement (this "Agreement") is made and entered into as of this 29th day of September, 2011 (the "Effective Date") by Arch Coal, Inc., a Delaware corporation and sole member (the "Member").

Recitals

A. The Member has caused Shelby Run Mining Company, LLC (the "Company") to be formed on September 29,2011, as a limited liability company under the Delaware Limited Liability Company Act (the "Act") and, as required thereunder, does hereby adopt this Agreement as the limited liability company agreement of the Company.

B. By executing this Agreement, the Member hereby (i) ratifies the formation of the Company and the filing of the Certificate of Formation (the "Certificate") with the Secretary of State of Delaware, (ii) confirms and agrees to the Member's status as a member of the Company and (iii) continues the existence of the Company for the purposes hereinafter set forth, subject to the terms and conditions hereof.

Agreements

NOW, THEREFORE, in consideration of the foregoing premises and the agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Member agree as follows:

Article I

Formation and Offices

1.01 Formation. Pursuant to the Act, the Member has caused the Company to be formed as a Delaware limited liability company effective upon the filing of the Certificate with the Secretary of State of Delaware.

1.02 Principal Office. The principal office of the Company shall be located at CityPlace One, One City Place Drive, Suite 300, St. Louis, Missouri, or at such other place as the Member may determine from time to time.

1.03 Registered Office and Registered Agent. The location of the registered office and the name of the registered agent of the Company in the State of Delaware shall be as stated in the Certificate, as determined from time to time by the Member.

1.04 Purpose. The purposes for which the Company is organized are to own or lease certain coal reserves and related property in the United States, to develop, mine, market and sell coal and to transact any or all such other lawful business for which a limited liability company may be organized under the Act. Subject to the provisions of this Agreement, the Company shall have the power to do any and all acts and things necessary, appropriate, advisable or convenient for the furtherance and accomplishment of the purposes of the Company, including, without

limitation, to engage in any kind of activity and to enter into and perform obligations of any kind necessary to or in connection with, or incidental to, the accomplishment of the purposes of the Company, so long as said activities and obligations may be lawfully engaged in or performed by a limited liability company under the Act.

1.05 Date of Dissolution. The duration of the Company shall be perpetual.

Article II

Capitalization of the Company

2.01 Initial Capital Contribution. The Member has made an initial cash contribution to the capital of the Company in the amount of $100. Hereafter, the amount of any and all capital contributions of the Member shall be reflected in the books and records of the Company.

2.02 Additional Capital Contributions. The Member shall not be required to make any additional capital contributions to the Company. The Member may make additional capital contributions to the Company at such times and in such amounts as it deems appropriate.

Article III

Cash Distributions; Profits and Losses for Tax Purposes

3.01 Cash Distributions Prior to Dissolution. The Board of Managers shall have the right to determine the amount, if any, that should be distributed to the Member each year; provided, however, that no distribution shall be permitted to the extent prohibited by the Act. No distribution shall be determined a return or withdrawal of a capital contribution unless so designated by the Member or Board of Managers.

3.02 Allocation of Profits and Losses for Tax Purposes. The Company shall maintain a separate capital account for the Member in accordance with the rules applicable to partnerships in Treasury Regulation 1.7041(b)(2)(iv) or any successor Treasury Regulations which by their terms would be applicable to the Company. All profits and losses of the Company shall be allocated to the Member.

Article IV

Member

4.01 Actions of the Member. Any action required or permitted to be taken by the Member may be taken without a meeting if a consent in writing setting forth the action so taken is signed by or on behalf of the Member. The Member shall elect the members of the Board of Managers annually or with such other frequency as the Member may determine appropriate from time to time.

4.02 Powers of the Member. The Member, acting solely in its capacity as a Member, shall have no authority to act as an agent of the Company or have any authority to act for or to bind the Company.

4.03 Other Business Ventures. The Member and any manager may engage in or possess an interest in any other business venture of any nature or description, independently or with others, whether or not similar to or in competition with the business of the Company. No manager shall be required to devote all such manager's time or business efforts to the affairs of the Company, but shall devote so much of such manager's time and attention to the Company as is reasonably necessary and advisable to manage the affairs of the Company to the best advantage of the Company.

Article V

Board of Managers; Officers

5.01 Powers of the Board of Managers. Except as otherwise provided hereunder, the business and affairs of the Company shall be managed by the Board of Managers. Any decision or act of the Board of Managers within the scope of its power and authority granted hereunder shall control and shall bind the Company.

5.02 Limitation on Powers of the Board of Managers. Without the approval of the Member, the Board of Managers shall not have the authority to:

(a) terminate, dissolve or wind-up the Company;

(b) (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of the Company or of all or a substantial part of the assets of the Company, (ii) admit in writing the Company's inability to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) have an order for relief entered against the Company under applicable federal bankruptcy law, or (v) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against the Company in any bankruptcy, reorganization or insolvency proceeding;

(c) amend the Certificate of Formation;

(d) issue a membership interest to any person and admit any person as an additional Member;

(e) approve a merger or consolidation of the Company with or into another person or the acquisition by the Company of another business (either by asset, stock or interest purchase) or any equity of another entity;

(f) authorize any transaction, agreement or action on behalf of the Company that is unrelated to its purpose as set forth in this Agreement, that otherwise contravenes this Agreement or that is not within the usual course of the business of the Company; or

(g) redeem any membership interest or recapitalize the Company.

5.03 Duties of the Board of Managers. In addition to the rights and duties of the Board of Managers set forth elsewhere in this Agreement and subject to the other provisions of this Agreement, the Board of Managers shall be responsible for and are hereby authorized to:

(a) control the day to day operations of the Company;

(b) hire or appoint employees, agents, independent contractors or officers of the Company;

(c) carry out and effect all directions of the Member;

(d) select and engage the Company's accountants, attorneys, engineers and other professional advisors;

(e) apply for and obtain appropriate insurance coverage for the Company;

(f) temporarily invest funds of the Company in short term investments where there is appropriate safety of principal;

(g) acquire in the name of the Company by purchase, lease or otherwise, any real or personal property which may be necessary, convenient or incidental to the accomplishment of the purposes of the Company;

(h) engage in any kind of activity and perform and carry out contracts of any kind necessary to, in connection with, or incidental to the accomplishment of the purposes of the Company, so long as said activities and contracts may be lawfully carried on or performed by a limited liability company under the Act and are in the ordinary course of the Company's business; and

(i) negotiate, execute and perform all agreements, contracts, leases, loan documents and other instruments and exercise all rights and remedies of the Company in connection with the foregoing.

5.04 Number, Appointment, Tenure and Election of the Managers. The initial managers of the Company shall be selected by the Member. The Board of Managers may, from time to time, increase or decrease the number of managers, but in no instance shall the number of Managers be less than one.

5.05 Removal Resignation and Election of a Manager. Any manager may be removed from such position at any time, with or without cause, by the Member. A manager may resign from such position at any time upon prior notice to the Member. Any vacancy created in a manager position by the removal or resignation of a manager or otherwise shall be filled by a new manager selected by the Member.

5.06 Meetings of the Board of Managers.

(a) Meetings of the Board of Managers shall be held at such time and at such places as they shall determine. No meeting of the Board of Managers shall be held without a quorum being present, which shall consist of a majority of the managers. Managers may participate in a meeting of the Board of Managers by means of conference telephone or other similar communication equipment whereby all managers participating in the meeting can hear each other. Participation in a meeting in this manner shall constitute presence in person at the meeting. Action of the Board of Managers shall require the favorable vote of a majority of all managers.

(b) Any action required or permitted by this Agreement to be taken at any meeting of the Board of Managers may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, is signed by all of the Managers.

5.07 Officers.

(a) The Board of Managers may appoint a President, one or more Vice Presidents, a Secretary, a Treasurer and such other officers as the business of the Company may require, each of whom shall hold office for such period, have such authority and perform such duties as are provided in this Agreement, or as the Board of Managers may determine.

(b) The President shall have general and active management power and authority with respect to the day to day affairs of the Company and shall perform such duties and undertake such responsibilities as the Board of Managers shall designate. The President shall see that all orders and resolutions of the Board of Managers are carried into effect.

(c) A Vice President shall perform such duties and have such responsibilities as may be prescribed by the Board of Managers and/or the President.

(d) The Secretary shall keep or cause to be kept a record of the affairs of the Company, including all orders and resolutions of the Member and the Board of Managers and record minutes of all such items in a book to be kept for that purpose. The Secretary shall also perform such other duties as may be prescribed by the Board of Managers and/or the President.

(e) The Treasurer shall have responsibility for the safekeeping of the funds and securities of the Company, shall keep or cause to be kept full and accurate accounts of receipts and disbursements in books belonging to the Company and shall keep or cause to be kept all other books of account and accounting records of the Company. The Treasurer shall have the general duties, powers and responsibility of a treasurer of a corporation. The Treasurer shall also perform such other duties and shall have such other responsibility and authority as may be prescribed by the Board of Managers and/or the President.

(f) Each officer of the Company shall hold such office at the pleasure of the Board of Managers or for such other period as the Board of Managers may specify at the time of election or appointment, or until such officer's death, resignation or removal by the Board of Managers.

Article VI

Liability and Indemnification

6.01 Liability of the Member and the Managers. The Member shall only be liable to make the payment of the Member's initial capital contribution. Neither the Member nor any manager shall be liable for any obligations of the Company. Except as otherwise specifically provided in the Act, the Member shall not be obligated to pay any distribution to or for the account of the Company or any creditor of the Company.

6.02 Indemnification.

(a) The Member, the managers, any officers of the Company appointed by the Board of Managers, and their affiliates, and their respective stockholders, members, managers, directors, officers, partners, agents and employees (individually and collectively, an "Indemnitee") shall be indemnified and held harmless by the Company from and against any and all losses, claims, damages, liabilities, expenses (including legal fees and expenses), judgments, fines, settlements and other amounts arising from any and all claims, demands, actions, suits or proceedings, civil, criminal, administrative or investigative (each a "Claim"), in which the Indemnitee may be involved, or threatened to be involved, as a party or otherwise by reason of

such Indemnitee's status as any of the foregoing, which relates to or arises out of the Company, its assets, business or affairs, if in each of the foregoing cases, the Indemnitee acted in good faith and in a manner such Indemnitee believed to be in, or not opposed to, the best interests of the Company, and, with respect to any

criminal proceeding, had no reasonable cause to believe such Indemnitee's conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere, or its equivalent, shall not, of itself, create a presumption that the Indemnitee acted in a manner contrary to that specified above. Any indemnification pursuant to this Article VI shall be made only out of the assets of the Company, and neither the Member nor any manager shall have any personal liability on account thereof.

(b) In the event that an amendment to this Agreement reduces or eliminates any Indemnitee's right to indemnification pursuant to this Article VI, such amendment shall not be effective with respect to any Indemnitee's right to indemnification that accrued prior to the date of such amendment. For purposes of this Section 6.02(b), a right to indemnification shall accrue as of the date of the event underlying the Claim that gives rise to such right to indemnification.

(c) All calculations of Claims and the amount of indemnification to which any Indemnitee is entitled under this Article VI shall be made (i) giving effect to the tax consequences of any such Claim and (ii) after deduction of all proceeds of insurance net of retroactive premiums and self-insurance retention recoverable by the Indemnitee with respect to such Claims.

6.03 Expenses. Expenses (including reasonable legal fees and expenses) incurred by an Indemnitee in defending any claim, demand, action, suit or proceeding described in Section 6.02 may, from time to time, be advanced by the Company prior to the final disposition of such claim, demand, action, suit or proceeding, in the discretion of the Board of Managers, upon receipt by the Company of an undertaking by or on behalf of the Indemnitee to repay such amount if it shall be determined that the Indemnitee is not entitled to be indemnified as authorized in this Article VI.

6.04 Non-Exclusivity. The indemnification and advancement of expenses set forth in this Article VI shall not be exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any statute, the Act, the Certificate, this Agreement, any other agreement, a vote of the Member, a policy of insurance or otherwise, and shall not limit in any way any right which the Company may have to make additional indemnifications with respect to the same or different persons or classes of persons, as determined by the Board of Managers. The indemnification and advancement of expenses set forth in this Article VI shall continue as to an Indemnitee who has ceased to be a named Indemnitee and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of such a person.

6.05 Insurance. The Company may purchase and maintain insurance on behalf of the Indemnitees against any liability asserted against them and incurred by them in such capacity, or arising out of their status as Indemnitees, whether or not the Company would have the power to indemnify them against such liability under this Article VI.

6.06 Duties. An authorized officer or manager shall discharge his or her duties hereunder in good faith, with the care a corporate officer of like position would exercise under

similar circumstances, in the manner he or she reasonably believes to be in the best interest of the Company, and shall not be liable for any such action so taken or any failure to take such action, if he or she performs such duties in compliance herewith.

Article VII

Transferability; Assignment

The Member shall have the right to sell, pledge, hypothecate or otherwise transfer all or any part of such Member's membership interest in the Company at any time.

Article VIII

Dissolution and Termination

8.01 Events Causing Dissolution. The Company shall be dissolved upon the first to occur of the following events:

(a) The vote of the Member to dissolve;

(b) The sale or other disposition of substantially all of the assets of the Company and the receipt and distribution of all the proceeds therefrom; or

(c) Except as otherwise agreed upon in this Agreement, any other event causing a dissolution of the Company under the provisions of the Act.

8.02 Notices to Secretary of State. As soon as possible following the occurrence of the events

specified in Section 8.01, the Company shall file a Certificate of Cancellation with the Secretary of State of Delaware which cancels the Certificate.

8.03 Cash Distributions Upon Dissolution. Upon the dissolution of the Company as a result of the occurrence of any of the events set forth in Section 8.01, the Board of Managers shall proceed to wind up the affairs of and liquidate the Company and the liquidation proceeds, if any, shall be applied and distributed in the following order of priority:

(a) First, to the payment of debts and liabilities of the Company in the order of priority as provided by law (including any loans or advances that may have been made by the Member to the Company) and the expenses of liquidation;

(b) Second, to the establishment of any reserve which the Board of Managers may deem reasonably necessary for any contingent, conditional or unasserted claims or obligations of the Company; and

(c) Finally, the remaining balance of the liquidation proceeds, if any, to the Member.

8.04 In-Kind Distributions. Notwithstanding the foregoing, in the event the Board of Managers shall determine that an immediate sale of part or all of the property of the Company would cause undue loss to the Member, or the Board of Managers determines that it would be in the best interest of the Member to distribute property of the Company to the Member in-kind, then the Board of Managers may either defer liquidation of, and withhold from distribution for a reasonable time, any property of the Company except that necessary to satisfy the Company's debts and obligations, or distribute such property to the Member in-kind.

Article IX

Accounting and Bank Accounts

9.01 Fiscal Year and Accounting Method. The fiscal year of the Company shall be as designated by the Board of Managers. The Board of Managers shall also determine the accounting method to be used by the Company.

9.02 Books and Records. Proper and complete records and books of account shall be kept by the Board of Managers in which shall be entered all transactions and other matters relative to the Company business. The Company's books and records shall be prepared in accordance with generally accepted accounting principles, consistently applied. The Member shall have the right at any time and without notice to inspect the books and records of the Company.

9.03 Tax Returns and Elections. The Company shall cause to be prepared and timely filed all federal, state and local income tax returns or other returns or statements required by applicable law. As soon as reasonably practicable after the end of each fiscal year of the Company, the Company shall cause to be prepared and delivered to the Member all information with respect to the Company necessary for the Member's federal and state income tax returns.

9.04 Bank Accounts. All funds of the Company shall be deposited in a separate bank, money market or similar account approved by the Board of Managers and in the Company's name. Withdrawals therefrom shall be made only by persons authorized to do so by the Board of Managers.

Article X

Miscellaneous

10.01 Amendment. Except as otherwise expressly provided elsewhere in this Agreement, this Agreement shall not be altered, modified or changed except by an amendment approved the Member. In addition to any amendments otherwise authorized herein, amendments may be made to this Agreement from time to time by the Board of Managers without the consent of the Member (i) to cure any ambiguity or to correct or supplement any provision herein which may be inconsistent with any other provision herein or (ii) to delete or add any provisions of this Agreement required to be so deleted or added by federal, state or local law, the Internal Revenue Service or any other federal or state agency or any other similar entity or official.

10.02 No Third Party Rights. None of the provisions contained in this Agreement shall be for the benefit of or enforceable by any third parties, including creditors of the Company. The parties to this Agreement expressly retain any and all rights to amend this Agreement as herein provided, notwithstanding any interest in this Agreement or in any party to this Agreement held by any other person.

10.03 Severability. In the event any provision of this Agreement is held to be illegal, invalid or unenforceable to any extent, the legality, validity and enforceability of the remainder of this Agreement shall not be affected thereby and shall remain in full force and effect and shall be enforced to the greatest extent permitted by law.

10.04 Binding Agreement. The provisions of this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective heirs, personal representatives, successors and permitted assigns.

10.05 Headings. The headings of the Articles and Sections of this Agreement are for convenience only and shall not be considered in construing or interpreting any of the terms or provisions hereof.

10.06 Counterparts. This Agreement may be executed in several counterparts, all of which together shall constitute one agreement binding on all parties hereto, notwithstanding that all the parties have not signed the same counterpart.

10.07 Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior writings or agreements with respect to the subject matter hereof.

10.08 Governing Law. This Agreement shall be construed according to and governed by the laws of the State of Delaware.

[The remainder of this page has been left blank intentionally.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first written above.

Arch Coal, Inc.

By: /s/ Jon S. Ploetz

Jon S. Ploetz, Assistant General Counsel and Assistant Secretary

K&L|GATES

K&L Gates LLP
K&L Gates Center
210 Sixth Avenue
Pittsburgh, PA 15222-2613

T 412.355.6500 www.klgates.com

March 1, 2012

Arch Coal, Inc.
One CityPlace Drive
Suite 300
St. Louis, Missouri 63141

Re: Registration Statement on Form S-4

Ladies and Gentlemen:

We have acted as counsel to (i) Arch Coal, Inc., a Delaware corporation (the "Company"), and (ii) the wholly-owned direct or indirect subsidiaries of the Company listed on Schedule I hereto (collectively, the "Guarantors") in connection with the Registration Statement on Form S-4 (the "Registration Statement") filed by the Company and the Guarantors with the Securities and Exchange Commission under the Securities Act of 1933, as amended (the "Securities Act"), on the date hereof, relating to the registration of (i) up to $1,000,000,000 aggregate principal amount of the Company's 7.000% Senior Notes due 2019 (the "New 2019 Notes") to be offered in exchange for a like principal amount of the Company's issued and outstanding unregistered 7.000% Senior Notes due 2019 (the "Old 2019 Notes"); (ii) up to $1,000,000,000 aggregate principal amount of the Company's 7.250% Senior Notes due 2021 (together with the New 2019 Notes, the "Exchange Notes") to be offered in exchange for a like principal amount of the Company's issued and outstanding unregistered 7.250% Senior Notes due 2021 (together with the Old 2019 Notes, the "Original Notes"); and (iii) the related guarantees of the Exchange Notes by the Guarantors (the "Guarantees"). The Exchange Notes and the Guarantees are proposed to be issued in accordance with the terms of the Indenture, dated as of June 14, 2011 (as supplemented, the "Indenture"), by and among the Company, certain of the Guarantors party thereto and UMB Bank National Association, as trustee (the "Trustee"), as supplemented by (i) the First Supplemental Indenture, dated as of July 5, 2011, by and among the Company, certain of the Guarantors party thereto and the Trustee and (ii) the Second Supplemental Indenture, dated as of October 7, 2011, by and among the Company, the Guarantors and the Trustee.

In connection with rendering the opinions set forth below, we have examined (i) the Registration Statement, including the prospectus forming a part thereof (the "Prospectus") and the exhibits filed therewith; (ii) the Indenture; (iii) the Original Notes; (iv) the Exchange Notes; (v) the Company's Restated Certificate of Incorporation, as amended; (vi) the Company's Bylaws, as amended; (vii) the respective certificates of incorporation, certificates of formation or similar organic documents, as the case may be, of the Guarantors; (viii) the respective bylaws, limited liability company agreements or similar organic documents, as the case may be, of the Guarantors; (ix) resolutions adopted by the Board of Directors of the Company; and (x) resolutions adopted by the respective boards of directors or managers or the members, as the case may be, of the Guarantors. We have examined and relied upon certificates of public officials. We have not independently established any of the facts so relied on.

For the purposes of this opinion letter, we further have made the assumptions that (i) each document submitted to us is accurate and complete; (ii) each such document that is an original is authentic; (iii) each such document that is a copy conforms to an authentic original; and (iv) all signatures (other than signatures on behalf of the Company or any Guarantor) on each such document are genuine. We also have assumed for purposes of this opinion letter the legal capacity of natural persons and that each party to the documents we have examined or relied on (other than the Company and each Guarantor) has the legal capacity or authority and has satisfied all legal requirements that are applicable to that party to the extent necessary to make such documents enforceable against it. We have not verified any of the foregoing assumptions. Furthermore, we have relied upon, insofar as the opinions expressed herein relate to or are dependent upon matters governed by the law of the Commonwealth of Kentucky, the Commonwealth of Virginia or the State of West Virginia, the opinion letter of Jackson Kelly PLLC that is dated the date hereof and filed as Exhibit 5.2 to the Registration Statement.

The opinions expressed in this opinion letter are limited to (i) the laws of the State of New York and (ii) the General Corporation Law of the State of Delaware and the Limited Liability Company Act of the State of Delaware. We are not opining on, and we assume no responsibility for, the applicability to or effect on any of the matters covered herein of any other laws, the laws of any county, municipality or other political subdivision or local governmental agency or authority.

Based on and subject to the foregoing and to the additional qualifications and other matters set forth below, it is our opinion that the Exchange Notes and the Guarantees, when (i) the Original Notes have been exchanged in the manner described in the Registration Statement; (ii) the Exchange Notes and the Guarantees have been duly executed, authenticated, issued and delivered in accordance with the terms of the Indenture, and (iii) all applicable provisions of "blue sky" laws have been complied with, will constitute valid and binding obligations of the Company and the Guarantors, respectively, enforceable against the Company and the Guarantors, respectively, in accordance with their terms (subject to the effect of bankruptcy, insolvency, fraudulent transfer, reorganization, receivership, moratorium and other laws affecting the rights and remedies of creditors or secured parties generally, and to the exercise of judicial discretion in accordance with general principles of equity, whether applied by a court of law or equity).

The foregoing opinions are rendered as of the date hereof, and we have not undertaken to supplement this opinion with respect to factual matters or changes in law which may hereafter occur.

We hereby consent to the filing of this opinion letter as an exhibit to the Registration Statement and to the reference to this firm's name under the caption "Legal Matters" in the Prospectus. In giving our consent, we do not thereby admit that we are experts with respect to any part of the Registration Statement, the Prospectus or any Prospectus Supplement within the

meaning of the term “expert”, as used in Section 11 of the Securities Act or the rules and regulations promulgated thereunder, nor do we admit that we are in the category of persons whose consent is required under Section 7 of the Securities Act or the rules and regulations thereunder.

Yours truly,

/s/ K&L Gates LLP

SCHEDULE I

Subsidiary	Jurisdiction of Formation
Allegheny Land Company	Delaware
Arch Coal Sales Company, Inc.	Delaware
Arch Coal Terminal, Inc.	Delaware
Arch Coal West, LLC;	Delaware
Arch Development, LLC	Delaware
Arch Energy Resources, LLC	Delaware
Arch Reclamation Services, Inc.	Delaware
Ark Land Company	Delaware
Ark Land KH, Inc.	Delaware
Ark Land LT, Inc.	Delaware
Ark Land WR, Inc.	Delaware
Ashland Terminal, Inc.	Delaware
Bronco Mining Company, Inc.	West Virginia
Catenary Coal Holdings, Inc.	Delaware
Coal-Mac, Inc.	Kentucky
CoalQuest Development LLC	Delaware
Cumberland River Coal Company	Delaware
Hawthorne Coal Company, Inc.	West Virginia
Hunter Ridge, Inc.	Delaware
Hunter Ridge Coal Company	Delaware
Hunter Ridge Holdings, Inc.	Delaware
ICG, Inc.	Delaware
ICG, LLC	Delaware
ICG ADDCAR Systems, LLC	Delaware
ICG Beckley, LLC	Delaware
ICG East Kentucky, LLC	Delaware
ICG Eastern, LLC	Delaware
ICG Eastern Land, LLC	Delaware
ICG Hazard, LLC	Delaware
ICG Hazard Land, LLC	Delaware
ICG Illinois, LLC	Delaware
ICG Knott County, LLC	Delaware
ICG Natural Resources, LLC	Delaware
ICG Tygart Valley, LLC	Delaware
International Coal Group, Inc.	Delaware
Juliana Mining Company, Inc.	West Virginia
King Knob Coal Co., Inc.	West Virginia
Lone Mountain Processing, Inc.	Delaware
Marine Coal Sales Company	Delaware
Melrose Coal Company, Inc.	West Virginia
Mingo Logan Coal Company	Delaware
Mountain Gem Land, Inc.	West Virginia
Mountain Mining, Inc.	Delaware
Mountaineer Land Company	Delaware
Otter Creek Coal, LLC	Delaware

Subsidiary	Jurisdiction of Formation
Patriot Mining Company, Inc.	West Virginia
Powell Mountain Energy, LLC	Delaware
Prairie Holdings, Inc.	Delaware
Shelby Run Mining Company, LLC	Delaware
Simba Group, Inc.	Delaware
Upshur Property, Inc.	Delaware
Vindex Energy Corporation	West Virginia
Western Energy Resources, Inc.	Delaware
White Wolf Energy, Inc.	Virginia
Wolf Run Mining Company	West Virginia

500 LEE STREET EAST • SUITE 1600 • P.O. BOX 553 • CHARLESTON, WEST VIRGINIA 25322 • TELEPHONE: 304-340-1000 • TELECOPIER: 304-340-1130
www.jacksonkelly.com

March 1, 2012

Arch Coal, Inc.
One CityPlace Drive
Suite 300
St. Louis, Missouri 63141

Ladies and Gentlemen:

We have acted as special Kentucky counsel to Coal-Mac, Inc., a Kentucky corporation ("Coal-Mac"); as special Virginia counsel to White Wolf Energy, Inc., a Virginia corporation ("White Wolf"); and as special West Virginia counsel to the following entities: Bronco Mining Company, Inc., a West Virginia corporation ("Bronco"), Hawthorne Coal Company, Inc., a West Virginia corporation ("Hawthorne"), Juliana Mining Company, Inc., a West Virginia corporation ("Juliana"), King Knob Coal Co., Inc., a West Virginia corporation ("King Knob"), Melrose Coal Company, Inc., a West Virginia corporation ("Melrose"), Mountain Gem Land, Inc., a West Virginia corporation ("Mountain Gem"), Patriot Mining Company, Inc., a West Virginia corporation ("Patriot"), Vindex Energy Corporation, a West Virginia corporation ("Vindex") and Wolf Run Mining Company, a West Virginia corporation ("Wolf Run" and together with Bronco, Coal-Mac, Hawthorne, Juliana, King Knob, Melrose, Mountain Gem, Patriot, Vindex and White Wolf, the "Designated Subsidiary Guarantors") in connection with the Registration Statement on Form S-4 (the "Registration Statement") filed by Arch Coal, Inc., a Delaware corporation (the "Company"), and the subsidiary guarantors named therein (the "Subsidiary Guarantors"), including the Designated Subsidiary Guarantors, with the Securities and Exchange Commission (the "Commission") under the Securities Act of 1933, as amended (the "Securities Act"), relating to the registration by the Company of (i) up to $1,000,000,000 aggregate principal amount of the Company's 7.000% Senior Notes due 2019 (the "New 2019 Notes") to be offered in exchange for a like principal amount of the Company's issued and outstanding unregistered 7.000% Senior Notes due 2019 (the "Old 2019 Notes"); (ii) up to $1,000,000,000 aggregate principal amount of the Company's 7.250% Senior Notes due 2021 (together with the New 2019 Notes, the "Exchange Notes") to be offered in exchange for a like principal amount of the Company's issued and outstanding unregistered 7.250% Senior Notes due 2021 (together with the Old 2019 Notes, the "Original Notes"); and (iii) the related guarantees of the Exchange Notes by the Subsidiary Guarantors (the "Guarantees").

The Exchange Notes are proposed to be issued in accordance with the terms of the Indenture, dated as of June 14, 2011 (as supplemented, the "Indenture"), by and among the Company, certain of the Subsidiary Guarantors party thereto and UMB Bank National Association, as trustee (the "Trustee"), as supplemented by (i) the First Supplemental Indenture, dated as of July 5, 2011, by and among the Company, certain of the Subsidiary Guarantors party

thereto and the Trustee (the "First Supplemental Indenture") and (ii) the Second Supplemental Indenture, dated as of October 7, 2011, by and among the Company, the Subsidiary Guarantors party thereto and the Trustee (together with the First Supplemental Indenture, the "Supplemental Indentures"). Pursuant to Article X of the Indenture, as supplemented, the Designated Subsidiary Guarantors agreed to guarantee the obligations of the Company under the Indenture and the Original Notes, as well as any 2019 notes and any 2021 notes issued in exchange for the Original Notes.

In connection with rendering the opinions set forth below, we have examined the (i) Registration Statement, including the prospectus forming a part thereof (the "Prospectus") and the exhibits filed therewith; (ii) the Indenture; (iii) the Original Notes; (iv) the Supplemental Indentures; (v) the Exchange Notes; (vi) the respective Certificates of Incorporation of the Designated Subsidiary Guarantors; (vii) the respective bylaws of the Designated Subsidiary Guarantors; (viii) resolutions adopted by the respective boards of directors of the Designated Subsidiary Guarantors; (ix) the respective secretary's certificates of the Designated Subsidiary Guarantors; and (x) certificates of existence for each of Coal-Mac, Bronco, Hawthorne, Juliana, King Knob, Melrose, Mountain Gem, Patriot, Vindex and Wolf Run, and a certificate of good standing of White Wolf. We have made such other investigation as we have deemed appropriate. We have examined and relied upon certificates of public officials and of officers of the Designated Subsidiary Guarantors. We have not independently established any of the facts so relied on.

For the purposes of this opinion letter, we further have made the assumptions that (i) each document submitted to us is accurate and complete; (ii) each such document that is an original is authentic; (iii) each such document that is a copy conforms to an authentic original; and (iv) all signatures on each such document are genuine. We also have assumed for purposes of this opinion letter the legal capacity of natural persons and that each party to the documents we have examined or relied on (other than the Designated Subsidiary Guarantors) has the legal capacity or authority and has satisfied all legal requirements that are applicable to that party to the extent necessary to make such documents enforceable against it. We have not verified any of the foregoing assumptions.

The opinions expressed in this opinion letter are limited to the laws of the Commonwealth of Kentucky (insofar as the opinions relate to Coal-Mac), the laws of the Commonwealth of Virginia (in so far as the opinions relate to White Wolf), and the laws of the State of West Virginia (insofar as the opinions relate to Bronco, Hawthorne, Juliana, King Knob, Melrose, Mountain Gem, Patriot, Vindex, and Wolf Run), including the applicable provisions of the Kentucky, Virginia and West Virginia Constitutions, respectively, and reported judicial decisions interpreting those laws. We are not opining on, and we assume no responsibility for, the applicability to or effect on any of the matters covered herein of federal law, the laws of any states other than Kentucky, Virginia or West Virginia or the laws of any county, municipality or other political subdivision or local governmental agency or authority.

Based on and subject to the foregoing and to the additional qualifications and other matters set forth below, it is our opinion that:

1. Coal-Mac is validly existing as a corporation under the laws of the Commonwealth of Kentucky; White Wolf is validly existing and in good standing as a corporation under the laws of the Commonwealth of Virginia; and Bronco, Hawthorne, Juliana, King Knob, Melrose, Mountain Gem, Patriot, Vindex, and Wolf Run are validly existing as corporations under the laws of the State of West Virginia.

2. The Designated Subsidiary Guarantors have the requisite corporate power and authority to guarantee the Exchange Notes pursuant to the Indenture, as supplemented.

3. Each of the Guarantees issued by the Designated Subsidiary Guarantors in accordance with the Indenture and the Supplemental Indentures has been duly authorized by all requisite corporate action by each of the Designated Subsidiary Guarantors.

4. The Guarantees issued by each of the Designated Subsidiary Guarantors in accordance with the Indenture and the Supplemental Indentures do not violate any provision of the organizational documents which we have reviewed of the respective Designated Subsidiary Guarantors or the applicable law of the Commonwealth of Kentucky, in the case of Coal-Mac, the Commonwealth of Virginia, in the case of White Wolf, or the State of West Virginia, in the case of Bronco, Hawthorne, Juliana, King Knob, Melrose, Mountain Gem, Patriot, Vindex and Wolf Run.

5. No governmental approval by any governmental authority of the Commonwealth of Kentucky, the Commonwealth of Virginia or the State of West Virginia is required to authorize, or is required for, the issuance of the Guarantees to which the Designated Subsidiary Guarantors are parties.

6. When (a) the Company's outstanding Original Notes have been exchanged in the manner described in the Registration Statement, (b) the Exchange Notes have been duly executed, authenticated, issued and delivered in accordance with the terms of the Indenture, as supplemented by the Supplemental Indentures, and (c) all applicable provisions of "blue sky" laws have been complied with, the Guarantees to which the Designated Subsidiary Guarantors are parties will be validly issued.

The opinion expressed in numbered paragraph 1 above with respect to the existence of each of the Designated Subsidiary Guarantors (excluding White Wolf) and with respect to the good standing of White Wolf is based solely on the certificates of existence obtained from the West Virginia Secretary of State and the Kentucky Secretary of State and the certificate of good standing from the Virginia State Corporation Commission as of the date of the applicable certificate for a particular Designated Subsidiary Guarantor.

Although attorneys in our firm are licensed to practice law in a variety of jurisdictions, only those admitted to the bars in the Commonwealth of Kentucky, the Commonwealth of Virginia and the State of West Virginia have been involved in the issuance of this opinion, and we express no opinion as to the laws of any jurisdiction other than the Commonwealth of Kentucky, the Commonwealth of Virginia and the State of West Virginia. The opinions expressed herein are based on laws in effect on the date hereof, which laws are subject to change with possible retroactive effect.

The foregoing opinions are rendered as of the date hereof, and we have not undertaken to supplement this opinion with respect to factual matters or changes in law which may hereafter occur. The opinions expressed in this letter are provided as legal opinions only and not as guaranties or warranties of the matters discussed herein. Subject to the qualifications, limitations, exceptions, restrictions and assumptions set forth herein, K&L Gates LLP may rely on this opinion letter as if it were an addressee hereof on this date for the sole purpose of rendering its opinion letter to the Company, as filed with the Commission as Exhibit 5.1 to the Registration Statement.

The limitations inherent in the role of special local counsel are such that we cannot and have not independently verified and are not passing upon, and do not assume any responsibility for, the accuracy, completeness or fairness of the information included in the Registration Statement, the exhibits filed therewith or the Prospectus and, except for the opinions contained herein and as specifically provided below, we have not participated in the preparation of any material in connection with the filing by the Company and the Guarantors with the Commission of the Registration Statement or the Prospectus with respect to the registration of the Exchange Notes and assume no responsibility for the contents of any such material.

We hereby consent to the reference to Jackson Kelly PLLC under the caption "Legal Matters" in the Prospectus constituting a part of the Registration Statement.

Yours truly,

/s/ Jackson Kelly PLLC

JACKSON KELLY PLLC

Exhibit 23.1

Consent of Independent Registered Public Accounting Firm

We consent to the reference to our firm under the caption “Experts” in the Registration Statement (Form S-4) and related Prospectus of Arch Coal, Inc. Company for the exchange of up to $1,000,000,000 of its 7% senior notes and up to $1,000,000,000 of its 7.25% senior notes and to the incorporation by reference therein of our reports dated February 29, 2012, with respect to the consolidated financial statements and schedule of Arch Coal, Inc., and the effectiveness of internal control over financial reporting of Arch Coal, Inc., included and/or incorporated by reference in its Annual Report (Form 10-K) for the year ended December 31, 2011, filed with the Securities and Exchange Commission.

/s/ Ernst & Young LLP

St. Louis, Missouri
February 29, 2012

Exhibit 23.2

CONSENT OF WEIR INTERNATIONAL, INC.

In connection with the Registration Statement on Form S-4 to which this consent is filed as an exhibit, we hereby consent to the incorporation by reference therein of the reference to Weir International, Inc. contained in the Annual Report on Form 10-K of Arch Coal, Inc. for the year ended December 31, 2011.

We further wish to advise that Weir International, Inc. was not employed on a contingent basis and that at the time of preparation of our report, as well as at present, neither Weir International, Inc. nor any of its employees had or now has a substantial interest in Arch Coal, Inc. or any of its affiliates or subsidiaries.

Respectfully submitted,

By: /s/ JOHN W. SABO

Name: John W. Sabo
Title: Executive Vice President
Date: February 29, 2012

QuickLinks

Exhibit 23.2

CONSENT OF WEIR INTERNATIONAL, INC.

Exhibit 25.1

SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM T-1

STATEMENT OF ELIGIBILITY UNDER THE TRUST INDENTURE ACT OF 1939 OF A CORPORATION DESIGNATED TO ACT AS TRUSTEE

Check if an Application to Determine Eligibility of a Trustee Pursuant to Section 305(b)(2)

UMB BANK, NATIONAL ASSOCIATION

(Exact name of trustee as specified in its charter)

U.S. National Bank	**44-0201230**
(Jurisdiction of incorporation or organization if not a U.S. national bank)	(I.R.S. Employer Identification No.)

1010 Grand Boulevard, Kansas City, Missouri 64106
(Address of principal executive offices) (Zip Code)

Richard F. Novosak, Assistant Vice President
2 South Broadway, Suite 600, St. Louis, Missouri 63102
(314) 612-8483
(Name, address and telephone number of agent for service)

ARCH COAL, INC.

(Exact name of obligor as specified in its charter)

DELAWARE	**43-0921172**
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification No.)

ONE CITYPLACE DRIVE, SUITE 300 ST. LOUIS, MISSOURI 63141
(314) 994-2700
(Address of principal executive offices) (Zip Code)

7% SENIOR NOTES DUE 2019
7.25% SENIOR NOTES DUE 2021
(Title of indenture securities)

GENERAL

Item 1. General Information.

Furnish the following information as to the trustee:

(a) Name and address of each examining or supervisory authority to which it is subject.

Comptroller of the Currency of the United Sates, Washington, D.C.

(b) Whether it is authorized to exercise corporate trust powers.

Trustee is authorized to exercise corporate trust powers.

Item 2. Affiliations with Obligor.

If the Obligor is an affiliate of the trustee, describe each such affiliation.

The obligor is not an affiliate of the trustee.

Item 3. through Item 15. Not applicable.

Item 16. List of Exhibits

Listed below are all exhibits as a part of this Statement of eligibility and qualification.

1. Articles of Association of the Trustee, as now in effect (Exhibit 1 to Form T-1 filed with Registration Statement No. 333-74008).

2. Certificate of Authority from the Comptroller of the Currency evidencing a change of the corporate title of the Association. (Exhibit 2 to Form T-1 filed with Registration Statement No. 333-74008).

3. Certificate from the Comptroller of the Currency evidencing authority to exercise corporate trust powers and a letter evidencing a change of the corporate title of the Association. (Exhibit 3 to Form T-1 filed with Registration Statement No. 333-74008).

4. Bylaws, as amended of the Trustee (Exhibit 4 to Form T-1 filed with Registration Statement No. 333-74008).

5. N/A

6. Consent of the Trustee required by Section 321(b) of the Act (Exhibit 6 to Registration Statement No. 333-74008).

7. Report of Condition of the Trustee as of December 31, 2011 (Exhibit 1).

SIGNATURE

Pursuant to the requirements of the Trust Indenture Act of 1939, as amended, the trustee, UMB Bank, National Association, a national banking association existing under the laws of the United States of America, has duly caused this statement of eligibility to be signed on its behalf by the undersigned, thereunto duly authorized, all in the City of St. Louis and the State of Missouri, on the 1st day of March, 2012.

UMB BANK, NATIONAL ASSOCIATION

By: /s/ Victor Zarrilli

NAME: Victor Zarrilli
TITLE: Senior Vice President

EXHIBIT 1

Schedule RC - Balance Sheet

Dollar amounts in thousands

1. Cash and balances due from depository institutions (from Schedule RC-A):		
a. Noninterest-bearing balances and currency and coin	RCON0081	433,134
b. Interest-bearing balances	RCON0071	1,150,796
2. Securities:		
a. Held-to-maturity securities (from Schedule RC-B, column A)	RCON1754	68,384
b. Available-for-sale securities (from Schedule RC-B, column D)	RCON1773	4,930,202
3. Federal funds sold and securities purchased under agreements to resell:		
a. Federal funds sold	RCONB987	219,089
b. Securities purchased under agreements to resell	RCONB989	52,989
4. Loans and lease financing receivables (from Schedule RC-C):		
a. Loans and leases held for sale	RCON5369	10,215
b. Loans and leases, net of unearned income	RCONB528	3,989,260
c. LESS: Allowance for loan and lease losses	RCON3123	61,344
d. Loans and leases, net of unearned income and allowance (item 4.b minus 4.c)	RCONB529	3,927,916
5. Trading assets (from Schedule RC-D)	RCON3545	38,865
6. Premises and fixed assets (including capitalized leases)	RCON2145	167,602
7. Other real estate owned (from Schedule RC-M)	RCON2150	5,767
8. Investments in unconsolidated subsidiaries and associated companies	RCON2130	0
9. Direct and indirect investments in real estate ventures	RCON3656	0
10. Intangible assets:		
a. Goodwill	RCON3163	39,816
b. Other intangible assets (from Schedule RC-M)	RCON0426	13,902
11. Other assets (from Schedule RC-F)	RCON2160	147,253
12. Total assets (sum of items 1 through 11)	RCON2170	11,205,930
13. Deposits:		
a. In domestic offices (sum of totals of columns A and C from Schedule RC-E)	RCON2200	8,538,823
1. Noninterest-bearing	RCON6631	3,375,424
2. Interest-bearing	RCON6636	5,163,399
b. Not applicable		
14. Federal funds purchased and securities sold under agreements to repurchase:		
a. Federal funds purchased	RCONB993	217,839
b. Securities sold under agreements to repurchase	RCONB995	1,558,060
15. Trading liabilities (from Schedule RC-D)	RCON3548	0
16. Other borrowed money (includes mortgage indebtedness and obligations under capitalized leases) (from Schedule RC-M)	RCON3190	6,529
17. Not applicable		

18. Not applicable		
19. Subordinated notes and debentures	RCON3200	0
20. Other liabilities (from Schedule RC-G)	RCON2930	121,856
21. Total liabilities (sum of items 13 through 20)	RCON2948	10,443,107
22. Not applicable		
23. Perpetual preferred stock and related surplus	RCON3838	0
24. Common stock	RCON3230	20,254
25. Surplus (exclude all surplus related to preferred stock)	RCON3839	183,124
26. Not available		
a. Retained earnings	RCON3632	491,375
b. Accumulated other comprehensive income	RCONB530	68,070
c. Other equity capital components	RCONA130	0
27. Not available		
a. Total bank equity capital (sum of items 23 through 26.c)	RCON3210	762,823
b. Noncontrolling (minority) interests in consolidated subsidiaries	RCON3000	0
28. Total equity capital (sum of items 27.a and 27.b)	RCONG105	762,823
29. Total liabilities and equity capital (sum of items 21 and 28)	RCON3300	11,205,930
1. Indicate in the box at the right the number of the statement below that best describes the most comprehensive level of auditing work performed for the bank by independent external auditors as of any date during 2010	RCON6724	NR
2. Bank’s fiscal year-end date	RCON8678	NR

Exhibit 99.1

LETTER OF TRANSMITTAL

OFFER TO EXCHANGE
UP TO $1,000,000,000 AGGREGATE PRINCIPAL AMOUNT OF
7.000% SENIOR NOTES DUE 2019 (CUSIP No. 039380AE0)
WHICH HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED,

FOR

ANY AND ALL OF OUR OUTSTANDING 7.000% SENIOR NOTES DUE 2019
(CUSIP Nos. 039380AD2 AND U0393CAB1)

AND

UP TO $1,000,000,000 AGGREGATE PRINCIPAL AMOUNT OF
7.250% SENIOR NOTES DUE 2021 (CUSIP No. 039380AG5)
WHICH HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED,

FOR

ANY AND ALL OF OUR OUTSTANDING 7.250% SENIOR NOTES DUE 2021
(CUSIP Nos. 039380AF7 AND U0393CAC9)

PURSUANT TO THE PROSPECTUS
DATED , 2012

THE EXCHANGE OFFER WILL EXPIRE AT MIDNIGHT, NEW YORK CITY TIME, AT THE END OF , 2012 (THE "EXPIRATION DATE"), UNLESS EXTENDED. TENDERS MAY BE WITHDRAWN PRIOR TO MIDNIGHT, NEW YORK CITY TIME, AT THE END OF THE EXPIRATION DATE.

Delivery to:
UMB BANK, NATIONAL ASSOCIATION
Exchange Agent

By Hand, Overnight Delivery or Mail
(Registered or Certified Mail Recommended):

UMB Bank, National Association
2 South Broadway, 6th Floor
St. Louis, Missouri 63102
Attn.: Richard F. Novosak

For Information Call:
314-612-8483

By Facsimile Transmission
(for eligible institutions only):

314-612-8499
Attn: Richard F. Novosak

Fax cover sheets should provide a call back number and request a call back, upon receipt.

Confirm receipt by calling:
314-612-8483

DELIVERY OF THIS INSTRUMENT TO AN ADDRESS OTHER THAN AS SET FORTH ABOVE, OR TRANSMISSION OF THIS LETTER OF TRANSMITTAL VIA FACSIMILE OTHER THAN AS SET FORTH ABOVE, WILL NOT CONSTITUTE A VALID DELIVERY OF THIS LETTER OF TRANSMITTAL.

The prospectus, dated , 2012 (the "Prospectus"), of Arch Coal, Inc., a Delaware corporation ("Arch Coal"), and this Letter of Transmittal (this "Letter") together constitute Arch Coal's offer (the "Exchange Offer") (i) to exchange up to $1,000,000,000 aggregate principal amount of 7.000% Senior Notes due 2019 (CUSIP No. 039380AE0) ("the new 2019 notes") which have been registered under the Securities Act of 1933, as amended (the "Securities Act"), for a like principal amount of Arch Coal's issued and outstanding 7.000% Senior Notes due 2019 (CUSIP Nos. 039380AD2 and U0393CAB1) (the "original 2019 notes") from the registered holders thereof and (ii) to exchange up to $1,000,000,000 aggregate principal amount of 7.250% Senior Notes due 2021 (CUSIP No. 039380AG5) (the "new 2021 notes" and, collectively with the new 2019 notes, the "exchange notes") which have been registered under the Securities Act for a like principal amount of Arch Coal's issued and outstanding 7.250% Senior Notes due 2021 (CUSIP Nos. 039380AF7 and U0393CAC9) (the "original 2021 notes" and, collectively with the original 2019 notes, the "original notes") from the registered holders thereof. Capitalized terms not defined herein shall have the respective meanings ascribed to them in the Prospectus.

For each original 2019 note accepted for exchange, the holder of such original 2019 note will receive a new 2019 note having a principal amount equal to the principal amount of the surrendered original 2019 note. For each original 2021 note accepted for exchange, the holder of such original 2021 note will receive a new 2021 note having a principal amount equal to the principal amount of the surrendered original 2021 note. Each series of exchange notes will bear interest from the most recent date to which interest has been paid on the applicable series of original notes. Accordingly, registered holders of exchange notes on the relevant record date for the first interest payment date following the consummation of the exchange offer will receive interest accruing from the most recent date to which interest has been paid on the original notes. The original notes accepted for exchange will cease to accrue interest from and after the date of consummation of the exchange offer. Holders of original notes whose original notes are accepted for exchange will not receive any payment in respect of accrued interest on such original notes otherwise payable on any interest payment date the record date for which occurs on or after the consummation of the exchange offer.

This Letter is to be completed by a holder of original notes either if certificates for such original notes are to be forwarded herewith or if a tender is to be made by book-entry transfer to the account(s) maintained by the exchange agent at The Depository Trust Company ("DTC") pursuant to the procedures set forth in the section of the Prospectus titled "The Exchange Offer" and an agent's message is not delivered. Holders of original notes who have previously validly delivered a Letter of Transmittal in conjunction with a valid tender of original notes for exchange pursuant to the procedures described in the Prospectus under the heading "The Exchange Offer" are not required to take any further action to receive exchange notes. **HOLDERS OF ORIGINAL NOTES WHO HAVE PREVIOUSLY VALIDLY TENDERED ORIGINAL NOTES FOR EXCHANGE OR WHO VALIDLY TENDER ORIGINAL NOTES FOR EXCHANGE IN ACCORDANCE WITH THIS LETTER MAY WITHDRAW ANY ORIGINAL NOTES SO TENDERED AT ANY TIME PRIOR TO THE EXPIRATION DATE. SEE THE PROSPECTUS UNDER THE HEADING "THE EXCHANGE OFFER" FOR A MORE COMPLETE DESCRIPTION OF THE TENDER AND WITHDRAWAL PROVISIONS.** Tenders by book-entry transfer also may be made by delivering an agent's message in lieu of this Letter. The term "agent's message" means a message, transmitted by DTC and received by the exchange agent and forming part of a book-entry confirmation, which states that DTC has received an express acknowledgment from a participant tendering original notes that are the subject of the book-entry confirmation that the participant has received and agrees to be bound by the terms of this Letter, and that Arch Coal may enforce that agreement against the participant. The term "book-entry confirmation" means the confirmation of the book-entry tender of original notes into the exchange agent's account at DTC.

Delivery of Documents to DTC Does Not Constitute Delivery to the Exchange Agent.

The method of delivery of original notes, this Letter and all other required documents are at the election and risk of the holders. If such delivery is by mail it is recommended that registered mail properly insured, with return receipt requested, be used. In all cases, sufficient time should be allowed to assure timely delivery. No Letters or original notes should be sent to Arch Coal.

The undersigned has completed the appropriate boxes below and signed this Letter to indicate the action the undersigned desires to take with respect to the exchange offer.

List below the original notes to which this Letter relates. If the space provided below is inadequate, the certificate numbers and principal amount at maturity of original notes should be listed on a separate signed schedule affixed hereto.

		1	2	3
Type	Name(s) and Address(es) of Registered Holder(s) (Please fill in, if blank)	Certificate Number(s)*	Aggregate Principal Amount Represented	Principal Amount Tendered**

DESCRIPTION OF ORIGINAL 2019 NOTES

7.000% Senior Notes due 2019				
		Total:		

* Need not be completed if original 2019 notes are being tendered by book entry transfer.

** Unless otherwise indicated in this column, a holder will be deemed to have tendered ALL of the original 2019 notes represented by the original 2019 notes indicated in column 2. See Instruction 2. Original 2019 notes tendered hereby must be in denominations of principal amount of $2,000 and integral multiples of $1,000 in excess thereof. See Instruction 1.

		1	2	3
Type	Name(s) and Address(es) of Registered Holder(s) (Please fill in, if blank)	Certificate Number(s)*	Aggregate Principal Amount Represented	Principal Amount Tendered**

DESCRIPTION OF ORIGINAL 2021 NOTES

7.250% Senior Notes due 2021				
		Total:		

* Need not be completed if original 2021 notes are being tendered by book entry transfer.

** Unless otherwise indicated in this column, a holder will be deemed to have tendered ALL of the original 2021 notes represented by the original 2021 notes indicated in column 2. See Instruction 2. Original 2021 notes tendered hereby must be in denominations of principal amount of $2,000 and integral multiples of $1,000 in excess thereof. See Instruction 1.

o **CHECK HERE IF TENDERED ORIGINAL NOTES ARE BEING DELIVERED BY BOOK-ENTRY TRANSFER MADE TO THE ACCOUNT MAINTAINED BY THE EXCHANGE AGENT WITH DTC AND COMPLETE THE FOLLOWING:**

Name of Tendering Institution: _____

Account Number: _____ Transaction Code Number: _____

By crediting the original notes to the exchange agent's account at DTC using the Automated Tender Offer Program ("ATOP") and by complying with applicable ATOP procedures with respect to the exchange offer, including transmitting to the exchange agent an agent's message in which the holder of the original notes acknowledges and agrees to be bound by the terms of, and makes the representations and warranties contained in, this Letter, the participant in DTC confirms on behalf of itself and the beneficial owners of such original notes all provisions of this Letter (including all representations and warranties) applicable to it and such beneficial owner as fully as if it had completed the information required herein and executed and transmitted this Letter to the exchange agent.

o **CHECK HERE IF TENDERED ORIGINAL NOTES ARE ENCLOSED HEREWITH.**

o **CHECK HERE IF YOU ARE A BROKER-DEALER AND WISH TO RECEIVE 10 ADDITIONAL COPIES OF THE PROSPECTUS AND 10 COPIES OF ANY AMENDMENTS OR SUPPLEMENTS THERETO.**

Name: _____

Address: _____

If the undersigned is not a broker-dealer, the undersigned represents that it is not engaged in, does not intend to engage in, and does not have an arrangement or understanding with any person to participate in, a distribution of the exchange notes. If the undersigned is a broker-dealer which will receive exchange notes for its own account in exchange for original notes that were acquired as a result of market-making activities or other trading activities, it acknowledges that it may be deemed an "underwriter" within the meaning of the Securities Act and that it will deliver a Prospectus in connection with any resale of such exchange notes; however, by so acknowledging and by delivering such a Prospectus, the undersigned will not be deemed to admit that it is an "underwriter" within the meaning of the Securities Act.

PLEASE READ THE ACCOMPANYING INSTRUCTIONS CAREFULLY

Ladies and Gentlemen:

Upon the terms and subject to the conditions of the exchange offer, the undersigned hereby tenders to Arch Coal the aggregate principal amount at maturity of original notes indicated above. Subject to, and effective upon, the acceptance for exchange of the original notes tendered hereby, the undersigned hereby sells, assigns and transfers to, or upon the order of, Arch Coal all right, title and interest in and to such original notes as are being tendered hereby.

The undersigned hereby irrevocably constitutes and appoints the exchange agent as the undersigned's true and lawful agent and attorney-in-fact with respect to such tendered original notes, with full power of substitution, among other things, to cause the original notes to be assigned, transferred and exchanged. The undersigned hereby represents and warrants that the undersigned has full power and authority to tender, sell, assign and transfer the original notes, and to acquire exchange notes issuable upon the exchange of such tendered original notes, and that, when the same are accepted for exchange, Arch Coal will acquire good and unencumbered title thereto, free and clear of all liens, restrictions, charges and encumbrances and not subject to any adverse claim when the same are accepted by Arch Coal. The undersigned hereby further represents that, among other things, (i) the undersigned is not an "affiliate," as defined in Rule 405 under the Securities Act, of Arch Coal; (ii) the undersigned is acquiring the exchange notes in the exchange offer in the ordinary course of its business; (iii) the undersigned is not engaged in or does not intend to engage in, and does not have an arrangement or understanding with any person to participate in, a distribution, as defined in the Securities Act, of the exchange notes it will receive in the exchange offer; (iv) the undersigned is not holding original notes that have, or are reasonably likely to have, the status of an unsold allotment in the initial offering of original notes; and (v) the undersigned is not acting on behalf of a person who, to the undersigned's knowledge, falls into one of the above categories.

The undersigned acknowledges that this exchange offer is being made in reliance on interpretations by the staff of the Securities and Exchange Commission (the "SEC"), as set forth in no-action letters issued to third parties that are not related to Arch Coal and that the exchange notes issued pursuant to the exchange offer in exchange for the original notes generally may be offered for resale, resold and otherwise transferred by holders thereof, without compliance with the registration and prospectus delivery provisions of the Securities Act, provided that (i) the undersigned is not an "affiliate," as defined in Rule 405 under the Securities Act, of Arch Coal; (ii) the undersigned is acquiring the exchange notes in the exchange offer in the ordinary course of its business; (iii) the undersigned is not engaged in or does not intend to engage in, and does not have an arrangement or understanding with any person to participate in, a distribution, as defined in the Securities Act, of the exchange notes it will receive in the exchange offer; (iv) the undersigned is not holding original notes that have, or are reasonably likely to have, the status of an unsold allotment in the initial offering of original notes; and (v) the undersigned is not acting on behalf of a person who, to the undersigned's knowledge, falls into one of the above exceptions. The undersigned acknowledges that there is no assurance given by Arch Coal or the exchange agent that the SEC would make a similar interpretation with respect to this exchange offer. Arch Coal does not intend to seek its own interpretation from the SEC with respect to this exchange offer.

If any holder is engaged in or intends to engage in or has any arrangement or understanding with respect to the distribution of the exchange notes to be acquired pursuant to the exchange offer, such holder (i) could not rely on the applicable interpretations of the staff of the SEC and (ii) must comply with the registration and prospectus delivery requirements of the Securities Act in connection with any resale transaction. If the undersigned is a broker-dealer that will receive exchange notes for its own account in exchange for original notes, it represents that the original notes to be exchanged for the exchange notes were acquired by it as a result of market-making activities or other trading activities

and acknowledges that it will deliver a prospectus meeting the requirements of the Securities Act in connection with any resale of such exchange notes; however, by so acknowledging and by delivering a prospectus meeting the requirements of the Securities Act, the undersigned will not be deemed to admit that it is an "underwriter" within the meaning of the Securities Act.

The undersigned will, upon request, execute and deliver any additional documents deemed by Arch Coal or the exchange agent to be necessary or desirable to complete the exchange, assignment and transfer of the original notes tendered hereby. All authority conferred or agreed to be conferred in this Letter and every obligation of the undersigned hereunder shall be binding upon the successors, assigns, heirs, executors, administrators, trustees in bankruptcy and legal representatives of the undersigned and shall not be affected by, and shall survive, the death or incapacity of the undersigned. This tender may be withdrawn only in accordance with the procedures set forth in "The Exchange Offer—Withdrawal of Tenders" section of the Prospectus.

Unless otherwise indicated herein in the box entitled "Special Issuance Instructions" below, please deliver the exchange notes (and, if applicable, substitute certificates representing original notes for any original notes not exchanged) in the name of the undersigned or, in the case of a book-entry delivery of original notes, please credit the account indicated above maintained at DTC. Similarly, unless otherwise indicated under the box entitled "Special Delivery Instructions" below, please send the exchange notes (and, if applicable, substitute certificates representing original notes for any original notes not exchanged) to the undersigned at the address shown above in the box entitled "Description of Original 2019 Notes" and/or "Description of Original 2021 Notes," as the case may be.

THE UNDERSIGNED, BY COMPLETING THE BOX ENTITLED "DESCRIPTION OF ORIGINAL 2019 NOTES" AND/OR "DESCRIPTION OF ORIGINAL 2021 NOTES" ABOVE AND SIGNING THIS LETTER, WILL BE DEEMED TO HAVE TENDERED THE ORIGINAL NOTES AS SET FORTH IN SUCH BOX ABOVE.

SPECIAL ISSUANCE INSTRUCTIONS
(See Instructions 3 and 4)

To be completed ONLY if certificates for original notes not exchanged and/or exchange notes are to be issued in the name of and sent to someone other than the person or persons whose signature(s) appear(s) on this Letter above, or if original notes delivered by book-entry transfer which are not accepted for exchange are to be returned by credit to an account maintained at DTC other than the account indicated above.

Issue exchange notes and/or original notes to:

Name: _____

(Please Type or Print)

_____

(Please Type or Print)

Address: _____

(Including Zip Code)

_____

(Complete the Accompanying Form W-9)

o Credit unexchanged original noted delivered by book-entry transfer to DTC account set forth below.

_____

(Book-Entry Transfer Facility
Account Number, if applicable)

SPECIAL DELIVERY INSTRUCTIONS
(See Instructions 3 and 4)

To be completed ONLY if certificates for original notes not exchanged and/or exchange notes are to be sent to someone other than the person or persons whose signature(s) appear(s) on this Letter above or to such person or persons at an address other than shown in the box entitled "Description of Original 2019 Notes" and/or "Description of Original 2021 Notes" on this Letter above.

Mail exchange notes and/or original notes to:

Name: _____

(Please Type or Print)

_____

(Please Type or Print)

Address: _____

(Including Zip Code)

_____

IMPORTANT: THIS LETTER OR A FACSIMILE HEREOF OR AN AGENT'S MESSAGE IN LIEU THEREOF (TOGETHER WITH THE CERTIFICATES FOR ORIGINAL NOTES OR A BOOK-ENTRY CONFIRMATION AND ALL OTHER REQUIRED DOCUMENTS) MUST BE RECEIVED BY THE EXCHANGE AGENT PRIOR TO MIDNIGHT, NEW YORK CITY TIME, AT THE END OF THE EXPIRATION DATE.

PLEASE READ THIS ENTIRE LETTER CAREFULLY
BEFORE COMPLETING ANY BOX ABOVE.

IN ORDER TO VALIDLY TENDER ORIGINAL NOTES FOR EXCHANGE, HOLDERS OF ORIGINAL NOTES MUST COMPLETE, EXECUTE AND DELIVER THIS LETTER.

Except as stated in the Prospectus, all authority herein conferred or agreed to be conferred shall survive the death, incapacity or dissolution of the undersigned, and any obligation of the undersigned hereunder shall be binding upon the heirs, personal representatives, successors and assigns of the undersigned.

PLEASE SIGN HERE

(To be Completed by All Tendering Holders)
(Complete Accompanying Form W-9)

_____ _____ , 2012

_____ _____ , 2012

(Signature(s) of Owner) **(Date)**

This Letter must be signed by the registered holder(s) as the name(s) appear(s) on the certificate(s) for the original notes hereby tendered or on a security position listing or by any person(s) authorized to become registered holder(s) by endorsement to any document(s) transmitted herewith. If signature is by a trustee, executor, administrator, guardian, officer or other person acting in fiduciary or representative capacity, please set forth full title. See Instruction 3.

Name: _____

(Please Type or Print)

Capacity: _____

Address: _____

_____

(Including Zip Code)

Principal place of business (if different:
From address listed above: _____

_____

(Including Zip Code)

Area Code and Telephone Number: _____

Taxpayer Identification or Social Security Nos.: _____

SIGNATURE GUARANTEE
(If required by Instruction 3)

Signature(s) Guaranteed by:
An Eligible Institution: _____

(Authorized Signature)

Title: _____

Name and Firm: _____

Dated: _____ , 2012

INSTRUCTIONS

Forming Part of the Terms and Conditions of the Offer to Exchange:

Up to $1,000,000,000 Aggregate Principal Amount of
7.000% Senior Notes due 2019 (CUSIP No. 039380AE0)
Which Have Been Registered under the Securities Act of 1933, as Amended,

for

Any and All of Our Outstanding 7.000% Senior Notes due 2019
(CUSIP Nos. 039380AD2 AND U0393CAB1)

and

Up to $1,000,000,000 Aggregate Principal Amount of
7.250% Senior Notes due 2021 (CUSIP No. 039380AG5)
Which Have Been Registered under the Securities Act of 1933, as Amended,

for

Any and All of Our Outstanding 7.250% Senior Notes due 2021
(CUSIP Nos. 039380AF7 AND U0393CAC9)

Pursuant to the Prospectus
Dated , 2012

1. DELIVERY OF THIS LETTER AND ORIGINAL NOTES.

This Letter is to be completed by holders of original notes either if certificates are to be forwarded herewith or if tenders are to be made pursuant to the procedures for delivery by book-entry transfer set forth in the section of the Prospectus titled "The Exchange Offer" and an agent's message is not delivered. Tenders by book-entry transfer also may be made by delivering an agent's message in lieu of this Letter. The term "agent's message" means a message, transmitted by DTC and received by the Exchange agent and forming part of a book-entry confirmation, which states that DTC has received an express acknowledgment from a participant tendering original notes that are the subject of the book-entry confirmation that the participant has received and agrees to be bound by the terms of this Letter, and that Arch Coal may enforce that agreement against the participant. Certificates for all physically tendered original notes, or book-entry confirmation, as the case may be, as well as a properly completed and duly executed Letter (or manually signed facsimile hereof or agent's message in lieu thereof) and any other documents required by this Letter, must be received by the exchange agent at the address set forth herein prior to 12:00 midnight, New York City time, at the end of the expiration date. Original notes tendered hereby must be in denominations of principal amount of $2,000 and integral multiples of $1,000 in excess thereof.

The method of delivery of this Letter, the original notes and all other required documents is at the election and risk of the tendering holders, but the delivery will be deemed made only when actually received or confirmed by the exchange agent. If original notes are sent by mail, it is suggested that the mailing be registered mail, properly insured, with return receipt requested, made sufficiently in advance of the expiration date to permit delivery to the exchange agent prior to midnight, New York City time, at the end of the expiration date.

See the section of the Prospectus titled "The Exchange Offer."

2. PARTIAL TENDERS (NOT APPLICABLE TO NOTE HOLDERS WHO TENDER BY BOOK-ENTRY TRANSFER).

If less than all of the original notes evidenced by a submitted certificate are to be tendered, the tendering holder(s) should fill in the aggregate principal amount at maturity of original notes to be tendered in the boxes above entitled "Description of Original 2019 Notes" and/or "Description of Original 2021 Notes," as applicable. One or more reissued certificates representing the balance of non-tendered original notes will be sent to such tendering holder, unless otherwise provided in the appropriate box on this Letter, promptly after the expiration date. All of the original notes delivered to the exchange agent will be deemed to have been tendered unless otherwise indicated.

3. SIGNATURES ON THIS LETTER; BOND POWERS AND ENDORSEMENTS; GUARANTEE OF SIGNATURES.

If this Letter is signed by the holder of the original notes tendered hereby, the signature must correspond exactly with the name as written on the face of the certificates or on DTC's security position listing as the holder of such original notes without any change whatsoever.

If any tendered original notes are owned of record by two or more joint owners, all of such owners must sign this Letter.

If any tendered original notes are registered in different names on several certificates, it will be necessary to complete, sign and submit as many separate copies of this Letter as there are different registrations of certificates.

When this Letter is signed by the registered holder of the original notes specified herein and tendered hereby, no endorsements of certificates or separate bond powers are required. If, however, the exchange notes are to be issued, or any untendered original notes are to be reissued, to a person other than the registered holder, then endorsements of any certificates transmitted hereby or separate bond powers are required. Signatures on such certificate(s) must be guaranteed by a participant in a securities transfer association recognized signature program.

If this Letter is signed by a person other than the registered holder of any certificate(s) specified herein, such certificate(s) must be endorsed or accompanied by appropriate bond powers, in either case signed exactly as the name of the registered holder appears on the certificate(s), and signatures on such certificate(s) must be guaranteed by an Eligible Institution.

If this Letter or any certificates or bond powers are signed by trustees, executors, administrators, guardians, attorneys-in-fact, officers of corporations or others acting in a fiduciary or representative capacity, such persons should so indicate when signing, and, unless waived by Arch Coal, proper evidence satisfactory to Arch Coal of their authority to so act must be submitted.

Endorsements on certificates for original notes or signatures on bond powers required by this Instruction 3 must be guaranteed by a firm which is a financial institution (including most banks, savings and loan associations and brokerage houses) that is a participant in the Securities Transfer Agents Medallion Program, the New York Stock Exchange Medallion Signature Program or the Stock Exchanges Medallion Program (each an "Eligible Institution").

Signatures on this Letter need not be guaranteed by an Eligible Institution, provided the original notes are tendered (i) by a registered holder of original notes (which term, for purposes of the exchange offer, includes any participant in DTC's system whose name appears on a security position listing as the holder of such original notes) who has not completed the box entitled "Special Issuance Instructions" or "Special Delivery Instructions" on this letter or (ii) for the account of an Eligible Institution.

4. SPECIAL ISSUANCE AND DELIVERY INSTRUCTIONS.

Tendering holders of original notes should indicate in the applicable box the name and address to which exchange notes issued pursuant to the exchange offer and/or substitute certificates evidencing original notes not exchanged are to be issued or sent, if different from the name or address of the person signing this Letter. In the case of issuance in a different name, the employer identification or social security number of the person named also must be indicated. Holders tendering original notes by book-entry transfer may request that original notes not exchanged be credited to such account maintained at DTC as such holder may designate hereon. If no such instructions are given, such original notes not exchanged will be returned to the name and address of the person signing this Letter.

5. TAXPAYER IDENTIFICATION NUMBER AND BACKUP WITHHOLDING.

Federal income tax law generally requires that a tendering holder whose original notes are accepted for exchange must provide the exchange agent (as payor) with such holder's correct Taxpayer Identification Number (a "TIN"), which, in the case of a holder who is an individual, is generally such holder's social security number. If the exchange agent is not provided with the correct TIN or an adequate basis for an exemption, such holder may be subject to a $50 penalty imposed by the Internal Revenue Service and backup withholding at the applicable rate, currently 28%, upon the amount of any reportable payments made after the exchange to such tendering holder. If withholding results in an overpayment of taxes, a refund may be obtained.

To prevent backup withholding, each tendering holder must provide such holder's correct TIN by completing the Form W-9 accompanying this Letter, certifying that (i) the TIN provided is correct (or that such holder is awaiting a TIN), (ii) that (a) the holder is exempt from backup withholding, (b) the holder has not been notified by the Internal Revenue Service that such holder is subject to backup withholding as a result of a failure to report all interest or dividends or (c) the Internal Revenue Service has notified the holder that such holder is no longer subject to backup withholding and (iii) the holder is a U.S. citizen or other U.S. person (as defined in the enclosed Form W-9 General Instructions (the "W-9 General Instructions")).

If the holder does not have a TIN, such holder should consult the W-9 General Instructions for instructions on applying for a TIN, write "Applied For" in the space for the TIN in Part 1 of the accompanying Form W-9 and sign and date the accompanying Form W-9 and the Certificate of Awaiting Taxpayer Identification Number set forth herein. If the holder does not provide such holder's TIN to the exchange agent within 60 days, backup withholding will begin and continue until such holder furnishes such holder's TIN to the exchange agent. Writing "Applied For" on the form means that the holder has already applied for a TIN or that such holder intends to apply for one in the near future.

If the original notes are held in more than one name or are not in the name of the actual owner, consult the W-9 Instructions for information on which TIN to report.

Exempt holders (including, among others, certain foreign persons) are not subject to these backup withholding and reporting requirements. To prevent possible erroneous backup withholding, an exempt holder should write "Exempt" in Part 2 of the accompanying Form W-9. See the W-9 General Instructions for additional instructions. In order for a nonresident alien or foreign entity to qualify as exempt, such person must submit a completed Form W-8 BEN, "Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding," signed under penalty of perjury attesting to such exempt status. Such form may be obtained from the exchange agent.

6. TRANSFER TAXES.

Arch Coal will pay all transfer taxes, if any, applicable to the transfer of original notes to it or its order pursuant to the exchange offer. If, however, exchange notes and/or substitute original notes not exchanged are to be delivered to, or are to be registered or issued in the name of, any person other than the registered holder of the original notes tendered hereby, or if tendered original notes are registered in the name of any person other than the person signing this Letter, or if a transfer tax is imposed for any reason other than the transfer of original notes to Arch Coal or its order pursuant to the exchange offer, the amount of any such transfer taxes (whether imposed on the registered holder or any other persons) will be payable by the tendering holder. If satisfactory evidence of payment of such taxes or exemption therefrom is not submitted herewith, the amount of such transfer taxes will be billed directly to such tendering holder. Except as provided in this Instruction 6, it will not be necessary for transfer tax stamps to be affixed to the original notes specified in this Letter.

7. WAIVER OF CONDITIONS.

Arch Coal reserves the right waive the conditions to the exchange offer enumerated in the Prospectus, in its discretion, in whole or in part, at any time and from time to time prior to the expiration of the exchange offer.

8. NO CONDITIONAL TENDERS; DEFECTS.

No alternative, conditional, irregular or contingent tenders will be accepted. All tendering holders of original notes, by execution of this Letter or an agent's message in lieu thereof, shall waive any right to receive notice of the acceptance of their original notes for exchange.

Neither Arch Coal, the exchange agent nor any other person is obligated to give notice of any defect or irregularity with respect to any tender of original notes, nor shall any of them incur any liability for failure to give any such notice.

9. MUTILATED, LOST, STOLEN OR DESTROYED ORIGINAL NOTES.

Any holder whose original notes have been mutilated, lost, stolen or destroyed should contact the exchange agent as described on the first page of this Letter for further instructions.

10. WITHDRAWAL RIGHTS.

Tenders of original notes may be withdrawn at any time prior to midnight, New York City time, at the end of the expiration date. For a withdrawal to be effective, the exchange agent must receive a computer-generated notice of withdrawal transmitted by DTC on behalf of the holder in accordance with the standard operating procedures of DTC, or a written notice of withdrawal, which may be by telegram, telex, facsimile transmission or letter, delivered to the exchange agent as described on the first page of this Letter. Any valid notice of withdrawal must (i) specify the name of the person having tendered the original notes to be withdrawn; (ii) identify the original notes to be withdrawn (including the certificate number(s) of the original notes physically delivered) and principal amount of such original notes, or, in the case of original notes transferred by book-entry transfer, the name of the account at DTC; and (iii) be signed by the holder in the same manner as the original signature on the letter of transmittal by which such original notes were tendered, with any required signature guarantees, or be accompanied by documents of transfer sufficient to have the trustee with respect to the original notes register the transfer of such original notes into the name of the person withdrawing the tender.

If original notes have been tendered pursuant to the procedures for book-entry transfer set forth in the section of the Prospectus titled "The Exchange Offer," any valid notice of withdrawal must

specify the name and number of the account at DTC to be credited with the withdrawn original notes and otherwise comply with the procedures of the facility.

Arch Coal will determine all questions as to the validity, form and eligibility, including time of receipt, of notices of withdrawal, and Arch Coal's determination shall be final and binding on all parties. Arch Coal will deem any original notes so withdrawn not to have been validly tendered for exchange for purposes of the exchange offer. Arch Coal will return any original notes that have been tendered for exchange but that are not exchanged for any reason to their holder without cost to the holder. In the case of original notes tendered by book-entry transfer into the exchange agent's account at DTC, according to the procedures described above, those original notes will be credited to an account maintained with DTC, for original notes, as soon as practicable after withdrawal, rejection of tender or termination of the exchange offer. Holders may retender their original notes that have been properly withdrawn by following one of the procedures described in the section of the Prospectus titled "The Exchange Offer" at any time before expiration of the exchange offer.

11. REQUESTS FOR ASSISTANCE OR ADDITIONAL COPIES.

Questions relating to the procedure for tendering, as well as requests for additional copies of the Prospectus, this Letter and other related documents may be directed to the exchange agent as described on the first page of this Letter.

YOU MUST COMPLETE THE FOLLOWING CERTIFICATE IF YOU WROTE "APPLIED FOR" IN PART 1 OF THE ACCOMPANYING FORM W-9.

CERTIFICATE OF AWAITING TAXPAYER IDENTIFICATION NUMBER

I certify under penalties of perjury that a taxpayer identification number has not been issued to me, and that I mailed or delivered an application to receive a taxpayer identification number to the appropriate Internal Revenue Service Center or Social Security Administration Office (or I intend to mail or deliver an application in the near future). I understand that if I do not provide a taxpayer identification number to the Payor within 60 days, the Payor is required to withhold 28 percent of all cash payments made to me thereafter until I provide a number.

Signature _____ Date _____

NOTE: FAILURE TO COMPLETE AND RETURN THIS FORM MAY RESULT IN A $50 PENALTY IMPOSED BY THE INTERNAL REVENUE SERVICE AND IN BACKUP WITHHOLDING OF AT THE APPLICABLE RATE. PLEASE REVIEW THE GUIDELINES FOR CERTIFICATION OF TAXPAYER IDENTIFICATION NUMBER ON THE ACCOMPANYING FORM W-9 FOR ADDITIONAL DETAILS.

Manually signed copies of the Letter of Transmittal will be accepted. The Letter of Transmittal and any other required documents should be sent or delivered by each holder or such holder's broker, dealer commercial bank or other nominee to the exchange agent at one of the addresses set forth below.

The Exchange Agent for the Exchange Offer is:

By Hand, Overnight Delivery or Mail
(Registered or Certified Mail Recommended):

UMB Bank, National Association
2 South Broadway, 6th Floor
St. Louis, Missouri 63102
Attn.: Richard F. Novosak

For Information Call:
314-612-8483

By Facsimile Transmission
(for eligible institutions only):

314-612-8499
Attn: Richard F. Novosak

Fax cover sheets should provide a call back number and request a call back, upon receipt.

Confirm receipt by calling:
314-612-8483

Form **W-9**
(Rev. December 2011)

Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See **Specific Instructions** on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required):

o Individual/sole proprietor o C Corporation o S Corporation o Partnership o Trust/estate

o Exempt payee

o Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) > .....

o Other (see instructions) >

Address (number, street, and apt. or suite no.) Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
[_][_][_]-[_][_]-[_][_][_][_]
Employer identification number
[_][_]-[_][_][_][_][_][_][_]

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and

2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and

3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here **Signature of U.S. person** > **Date** >

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

• An individual who is a U.S. citizen or U.S. resident alien,

• A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,

• An estate (other than a foreign estate), or

• A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

• The U.S. owner of a disregarded entity and not the entity,

• The U.S. grantor or other owner of a grantor trust and not the trust, and

• The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required

to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/ disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/ disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	**THEN the payment is exempt for . . .**
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt payees 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see How to get a TIN below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see Limited Liability Company (LLC) on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporate or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

* **Note.** Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

• Protect your SSN,

• Ensure your employer is protecting your SSN, and

• Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.