

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 20549

FORM 8-K

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

Date of report (Date of earliest event reported): **December 13, 2013**

Arch Coal, Inc.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation)

1-13105
(Commission File Number)

43-0921172
(I.R.S. Employer
Identification No.)

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

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

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

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 1.01 Entry into a Material Definitive Agreement.

Following the receipt of the consent of the holders of a majority of the outstanding principal amount of the 8.750% Senior Notes due 2016 (the "Notes") of Arch Coal, Inc. (the "Company") in a previously announced tender offer and consent solicitation, on December 13, 2013, the Company and certain of its subsidiaries entered into an Eleventh Supplemental Indenture, dated as of December 13, 2013 (the "Supplemental Indenture"). The Supplemental Indenture amends the Indenture, dated as of July 31, 2009 (as previously supplemented, the "Indenture"), which governs the Notes, to, among other things, eliminate most of the covenants and certain default provisions applicable to the Notes. The Supplemental Indenture also amends the Notes to delete all provisions inconsistent with the Indenture as further amended by the Supplemental Indenture. Except as amended by the Supplemental Indenture, all terms and conditions set forth in the Indenture and the Notes remain in full force and effect.

The Supplemental Indenture is currently effective, but it will become operative only upon the Company's purchase, pursuant to its previously announced tender offer, of at least a majority in principal amount of the outstanding Notes (excluding any Notes owned by the Company or any of its affiliates). Accordingly, the amendments to the Indenture and the Notes effected by the Supplemental Indenture will be deemed to be revoked retroactive to the date of the Supplemental Indenture, and the Indenture and the Notes will remain in full force and effect in their prior respective forms, if such purchase does not occur.

The foregoing is a summary of the material terms and conditions of the Supplemental Indenture and not a complete discussion of the document. Accordingly, the foregoing is qualified in its entirety by reference to the full text of the Supplemental Indenture, which is filed as Exhibit 4.1 to this Current Report on Form 8-K and hereby incorporated by reference.

The terms and conditions of the Company's previously announced tender offer and consent solicitation are described in an Offer to Purchase and Consent Solicitation Statement, dated December 2, 2013 (the "Statement"), and a related Consent and Letter of Transmittal, which have been sent to holders of Notes. The Company's obligations to accept any Notes tendered and to pay the applicable consideration for them are set forth solely in the Statement and the related Consent and Letter of Transmittal. This Current Report on Form 8-K is not an offer to purchase, a solicitation of an offer to sell, or a solicitation of consents with respect to any securities. The Company's previously announced tender offer and consent solicitation are made only by, and pursuant to the terms of, the Statement and the related Consent and Letter of Transmittal, and the information in this Current Report on Form 8-K is qualified by reference

Item 7.01 Regulation FD.

On December 13, 2013, the Company announced that it successfully completed its consent solicitation with respect to the Notes. The press release is attached as Exhibit 99.1 hereto and is hereby incorporated by reference.

The information contained in Item 7.01 and the exhibits attached pursuant to Item 7.01 shall not be deemed "filed" for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), or otherwise subject to the liabilities of that section, nor shall they be deemed incorporated by reference in any filing under the Securities Act of 1933, as amended, or the Exchange Act, except as shall be expressly set forth by specific reference in such a filing.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

The following exhibits are attached hereto and furnished herewith.

<u>Exhibit No.</u>	<u>Description</u>
4.1	Eleventh Supplemental Indenture, dated as of December 13, 2013, among Arch Coal, Inc., the subsidiary guarantors named therein and U.S. Bank National Association, as trustee.
99.1	Press release dated December 13, 2013.

Signatures

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

Dated: December 13, 2013

Arch Coal, Inc.

By: /s/ Robert G. Jones
Robert G. Jones
Senior Vice President — Law, General Counsel and Secretary

Exhibit Index

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4.1	Eleventh Supplemental Indenture, dated as of December 13, 2013, among Arch Coal, Inc., the subsidiary guarantors named therein and U.S. Bank National Association, as trustee.
99.1	Press release dated December 13, 2013.

ELEVENTH SUPPLEMENTAL INDENTURE

THIS ELEVENTH SUPPLEMENTAL INDENTURE (this "Eleventh Supplemental Indenture"), is dated as of December 13, 2013, among Arch Coal, Inc., a Delaware corporation (the "Company"), the Guarantors (as defined in the Indenture referred to below) and U.S. Bank National Association, as trustee under the Indenture referred to below (the "Trustee").

WITNESSETH:

WHEREAS, the Company and certain Guarantors have heretofore entered into an Indenture, dated July 31, 2009 (as heretofore supplemented, the "Indenture"), among the Company, such Guarantors and the Trustee, providing for the issuance of 8.750% Senior Notes due 2016 (the "Notes"), the related First Supplemental Indenture, dated February 8, 2010, among the Company, certain Guarantors and the Trustee; the related Second Supplemental Indenture, dated March 12, 2010, among the Company, certain Guarantors and the Trustee; the related Third Supplemental Indenture dated May 7, 2010, among the Company, certain Guarantors and the Trustee; the related Fourth Supplemental Indenture, dated December 15, 2010, among the Company, certain Guarantors and the Trustee; the related Fifth Supplemental Indenture, dated June 24, 2011, among the Company, certain Guarantors and the Trustee; the related Sixth Supplemental Indenture, dated October 7, 2011, among the Company, certain Guarantors and the Trustee; the related Seventh Supplemental Indenture, dated July 2, 2012, among the Company, certain Guarantors and the Trustee; the related Eighth Supplemental Indenture, dated July 31, 2012, among the Company, certain Guarantors and the Trustee; the related Ninth Supplemental Indenture, dated July 26, 2013, among the Company, certain Guarantors and the Trustee, and the related Tenth Supplemental Indenture, dated December 2, 2013, among the Company, certain Guarantors and the Trustee;

WHEREAS, \$600,000,000 in aggregate principal amount of the Notes are currently outstanding;

WHEREAS, Section 9.02 of the Indenture provides that, with the consent of the Holders of at least a majority in aggregate principal amount of the Notes then outstanding, the Company and the Trustee may enter into an indenture supplemental to the Indenture for the purpose of amending or supplementing the Indenture or the Notes (subject to certain exceptions);

WHEREAS, the Company desires to enter into, and has requested the Trustee to join with it and the Guarantors in entering into, this Eleventh Supplemental Indenture for the purpose of amending the Indenture and the Notes in certain respects as permitted by Section 9.02 of the Indenture;

WHEREAS, the Company has solicited consents relating to this Eleventh Supplemental Indenture upon the terms and subject to the conditions set forth in its Offer to Purchase and Consent Solicitation Statement, dated December 2, 2013, and the related Consent and Letter of Transmittal (which together, including any amendments, modifications or supplements thereto, constitute the "Tender Offer");

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WHEREAS, (a) the Company has received the consent of the Holders of at least a majority in aggregate principal amount of the outstanding Notes, all as certified by an Officers' Certificate delivered to the Trustee simultaneously with the execution and delivery of this Eleventh Supplemental Indenture, (b) the Company has delivered to the Trustee simultaneously with the execution and delivery of this Eleventh Supplemental Indenture an Opinion of Counsel and Officers' Certificate relating to this Eleventh Supplemental Indenture as contemplated by Sections 9.08 and 12.04 of the Indenture, and (c) the Company and the Guarantors have satisfied all other conditions required under Article Nine of the Indenture to enable the Company and the Trustee to enter into this Eleventh Supplemental Indenture;

WHEREAS, all acts and requirements necessary to make this Eleventh Supplemental Indenture the legal, valid and binding obligation of each of the Company and the Guarantors have been done.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Company, the Guarantors and the Trustee mutually covenant and agree for the equal and ratable benefit of the Holders of the Notes as follows:

ARTICLE I**AMENDMENTS TO THE INDENTURE AND THE NOTES**

Section 1.1 AMENDMENTS TO ARTICLES THREE, FOUR, FIVE AND SIX OF THE INDENTURE.

(a) The Indenture is hereby amended by deleting the following Sections and clauses of the Indenture and all references and definitions related thereto in their entirety:

Section 4.02 (Corporate Existence);

Section 4.03 (Maintenance of Properties);

Section 4.04 (Insurance);

Section 4.06 (Limitation on Debt);

Section 4.07 (Limitation on Liens);

Section 4.08 (Limitation on Restricted Payments);

Section 4.09 (Limitation on Asset Sales);

Section 4.10 (Limitation on Transactions with Affiliates);

Section 4.11 (Change of Control);

Section 4.12 (Limitation on Sale and Leaseback Transactions);

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Section 4.13 (Guarantees by Restricted Subsidiaries);

Section 4.14 (Limitation on Restrictions on Distributions from Restricted Subsidiaries);

Section 4.15 (Designation of Unrestricted and Restricted Subsidiaries);

Section 4.16 (Payment of Taxes and Other Claims);

Section 4.18 (Legal Existence);

Section 4.19 (Waiver of Stay, Extension or Usury Laws);

Section 4.21 (Covenant Termination);

Clause (b) of Section 4.05 (Statement as to Compliance);

Clauses (3) and (4) of Section 5.01(b) (Consolidation, Merger or Sale of Assets);

Clause (3) of Section 5.01(c) (Consolidation, Merger or Sale of Assets); and

Clauses (v), (vi), (vii), (viii) and (ix) of Section 6.01(a) (Events of Default).

All such deleted Sections and clauses are replaced with “[Intentionally Omitted]”.

(b) The first sentence of the second unnumbered paragraph of Section 3.02 (Notices to Trustee) of the Indenture is hereby deleted in its entirety and replaced with the following:

“Arch Coal shall give each notice to the Trustee provided for in this Section 3.02 in writing at least three days before the date notice is mailed to the Holders pursuant to Section 3.04 unless the Trustee consents to a shorter period.”

(c) Section 3.04(a) (Notice of Redemption) of the Indenture is hereby deleted in its entirety and replaced with the following:

“(a) At least three days but not more than 60 days before a date for redemption of Notes, Arch Coal shall mail a notice of redemption by first-class mail to each Holder to be redeemed and shall comply with the provisions of Section 12.02(b).”

(d) Section 4.17 (Reports to Holders) of the Indenture is hereby deleted in its entirety and replaced with the following:

“Section 4.17. Reports to Holders. Arch Coal shall comply with the provisions of TIA Section 314(a), as applicable.”

(e) Clause (2) of Section 5.01(c) (Consolidation, Merger or Sale of Assets) of the Indenture is hereby deleted in its entirety and replaced with the following:

“(2) (A) either (x) the Subsidiary Guarantor shall be the Surviving Person or (y) the entity formed by such consolidation or into which the Subsidiary Guarantor is merged,

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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 Subsidiary Guarantor under the Subsidiary Guarantee; and

(B) the Surviving Person, if other than the Subsidiary 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.”

Section 1.2 AMENDMENTS TO THE NOTES.

(a) The first sentence of Paragraph 6 of the Notes issued under CUSIP No. 03939RAB6 is hereby deleted in its entirety and replaced with the following:

“Notice of redemption will be mailed first-class postage prepaid at least three days but not more than 60 days before the Redemption Date to the Holder of this Note to be redeemed at the addresses contained in the Security Register.”

ARTICLE II

MISCELLANEOUS PROVISIONS

Section 2.1 CAPITALIZED TERMS. Capitalized terms used herein without definition shall have the meanings assigned to them in the Indenture.

Section 2.2 INDENTURE. Except as amended hereby, the Indenture and the Notes are in all respects ratified and confirmed and all the terms shall remain in full force and effect. This Eleventh Supplemental Indenture shall form a part of the Indenture for all purposes, and every Holder of Notes heretofore or hereafter authenticated and delivered under the Indenture shall be bound hereby and all terms and conditions of both shall be read together as though they constitute a single instrument, except that in the case of conflict the provisions of this Eleventh Supplemental Indenture shall control.

Section 2.3 NEW YORK LAW TO GOVERN. THE LAWS OF THE STATE OF NEW YORK SHALL GOVERN AND BE USED TO CONSTRUCT THIS ELEVENTH SUPPLEMENTAL INDENTURE.

Section 2.4 SUCCESSORS. All agreements of the Company and the Guarantors in this Eleventh Supplemental Indenture and the Notes shall bind their respective successors. All agreements of the Trustee in this Eleventh Supplemental Indenture shall bind its successors.

Section 2.5 COUNTERPARTS. The parties may sign any number of copies of this Eleventh Supplemental Indenture. Each signed copy shall be an original, but all of them together shall represent the same agreement. The exchange of copies of this Eleventh Supplemental Indenture and of signature pages by facsimile or PDF transmission shall constitute effective execution and delivery of this Eleventh Supplemental Indenture as to the parties hereto and may

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be used in lieu of the original Eleventh Supplemental Indenture for all purposes. Signatures of the parties hereto transmitted by facsimile or PDF shall be deemed to be their original signatures for all purposes.

Section 2.6 SEVERABILITY. In case any one or more of the provisions in this Eleventh Supplemental Indenture or in the Notes shall be held invalid, illegal or unenforceable, in any respect for any reason, the validity, legality and enforceability of any such provision in every other respect and of the remaining provisions shall not in any way be affected or impaired thereby, it being intended that all of the provisions hereof shall be enforceable to the full extent permitted by law.

Section 2.7 THE TRUSTEE. The Trustee accepts the amendments of the Indenture effected by this Eleventh Supplemental Indenture and agrees to execute the trust created by the Indenture as hereby amended, but on the terms and conditions set forth in the Indenture, including the terms and provisions defining and limiting the liabilities and responsibilities of the Trustee, which terms and provisions shall in like manner define and limit its liabilities and responsibilities in the performance of the trust created by the Indenture as hereby amended, and without limiting the generality of the foregoing, the Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Eleventh Supplemental Indenture or for or in respect of the recitals contained herein, all of which recitals are made solely by the Company and the Guarantors.

Section 2.8 EFFECTIVENESS. The provisions of this Eleventh Supplemental Indenture shall be effective only upon execution and delivery of this instrument by the parties hereto. Notwithstanding the foregoing sentence, the provisions of this Eleventh Supplemental Indenture shall become operative only upon the purchase by the Company, pursuant to the Tender Offer, of at least a majority in aggregate principal amount of the outstanding Notes (excluding any Notes owned by the Company, any Guarantor or any of their respective Affiliates), with the result that the amendments to the Indenture effected by this Eleventh Supplemental Indenture shall be deemed to be revoked retroactive to the date hereof if such purchase shall not occur. The Company shall notify the Trustee promptly after the occurrence of such purchase or promptly after the Company shall determine that such purchase will not occur.

Section 2.9 ENDORSEMENT AND CHANGE OF FORM OF NOTES. Any Notes authenticated and delivered after the close of business on the date that this Eleventh Supplemental Indenture becomes operative in substitution for Notes then outstanding and all Notes presented or delivered to the Trustee on and after that date for such purpose shall be stamped, imprinted or otherwise legended by the Company, with a notation as follows:

“Effective as of December 13, 2013, certain restrictive covenants of the Company and certain Events of Default have been eliminated or limited, as provided in the Eleventh Supplemental Indenture, dated as of December 13, 2013, by and among the Company, the Guarantors and the Trustee. Reference is hereby made to such Eleventh Supplemental Indenture, copies of which are on file with the Trustee, for a description of the amendments made therein.”

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Section 2.10 EFFECT OF HEADINGS. The Section headings herein are for convenience only and shall not affect the construction hereof.

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IN WITNESS WHEREOF, the parties hereto have caused this Eleventh Supplemental Indenture to be duly executed as of the day and year written above.

ARCH COAL, INC.
as Issuer

By: /s/ John T. Drexler

Name: John T. Drexler
Title: Senior Vice President and
Chief Financial Officer

ACI TERMINAL, LLC
ALLEGHENY LAND COMPANY
ARCH COAL SALES COMPANY, INC.
ARCH COAL TERMINAL, INC.
ARCH COAL WEST, LLC
ARCH DEVELOPMENT, LLC
ARCH ENERGY RESOURCES, LLC
ARCH FLINT RIDGE, LLC
ARCH RECLAMATION SERVICES, INC.
ARCH WESTERN ACQUISITION CORPORATION
ARCH WESTERN ACQUISITION, LLC
ARCH WESTERN RESOURCES, LLC
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

Signature Page to Eleventh Supplemental Indenture

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.
THUNDER BASIN COAL COMPANY, L.L.C.
TRITON COAL COMPANY, LLC
UPSHUR PROPERTY, INC.
VINDEK ENERGY CORPORATION
WESTERN ENERGY RESOURCES, INC.
WHITE WOLF ENERGY, INC.
WOLF RUN MINING COMPANY

By: /s/ John T. Drexler

Name: John T. Drexler
Title: Vice President

Signature Page to Eleventh Supplemental Indenture

ARCH WESTERN BITUMINOUS GROUP, LLC
ARCH WESTERN FINANCE, LLC
ARCH OF WYOMING, LLC
MOUNTAIN COAL COMPANY, L.L.C.

By: /s/ James E. Florczak
Name: James E. Florczak
Title: Vice President and Treasurer

Signature Page to Eleventh Supplemental Indenture

U.S. BANK NATIONAL ASSOCIATION
as Trustee

By: /s/ Brian J. Kabbes
Name: Brian J. Kabbes
Title: Vice President

Signature Page to Eleventh Supplemental Indenture



Investors: Jennifer Beatty 314/994.2781

Arch Coal Completes Consent Solicitation for Its 8.750% Senior Notes due 2016

ST. LOUIS, Dec. 13, 2013 —Arch Coal, Inc. (NYSE:ACI) today announced that it has successfully completed its consent solicitation with respect to its 8.750% Senior Notes due 2016 (CUSIP No. 039380AB6) (the “Notes”).

On December 2, 2013, Arch commenced a cash tender offer (the “Tender Offer”) for any and all of its outstanding \$600 million aggregate principal amount of Notes. In connection with the Tender Offer, Arch solicited consents (the “Consent Solicitation”) from the holders of the Notes for certain proposed amendments to the indenture governing the Notes (the “Indenture”). The deadline for tendering Notes to be eligible to receive a consent payment in connection with the Consent Solicitation was 5:00 p.m., New York City time, on December 13, 2013 (the “Consent Expiration”). As of the Consent Expiration, Arch had received tenders and consents representing \$438,107,000 in aggregate principal amount of the outstanding Notes. The consents received exceeded the minimum needed to amend the Indenture. Accordingly, Arch and U.S. Bank National Association, as trustee, have executed a supplemental indenture that eliminates most of the covenants and certain default provisions applicable to the Notes.

Arch will make a cash payment of \$1,049.25 per \$1,000 principal amount of Notes, which includes a consent payment of \$30.00 per \$1,000 principal amount of Notes, plus accrued and unpaid interest from the most recent interest payment date on the Notes up to, but not including, the initial settlement date, to the holders of Notes who tendered prior to the Consent Expiration. The initial settlement date will be a business day of Arch’s choice promptly following the satisfaction or waiver of the conditions to the consummation of the tender offer.

The Tender Offer will expire at 11:59 p.m., New York City time, on December 30, 2013, unless extended (such date and time, as the same may be extended, the “Expiration Time”), with final settlement expected to occur on the following business day after the Expiration Time.

Remaining holders who validly tender their Notes after the Consent Expiration and before the Expiration Time will be eligible to receive \$1,019.25 per \$1,000 principal amount of Notes, plus accrued and unpaid interest from the most recent interest payment date on the Notes up to, but not including, the final settlement date. Any extension, termination or amendment of the Tender Offer will be followed as promptly as practicable by a public announcement thereof.

The terms and conditions of the Tender Offer and Consent Solicitation are described in an Offer to Purchase and Consent Solicitation Statement, dated December 2, 2013 (the “Statement”), and a related Consent and Letter of Transmittal, which have been sent to holders of Notes. Arch’s obligations to accept any Notes tendered and to pay the applicable consideration for them are set forth solely in the Statement and the related Consent and Letter of Transmittal. This news release is not an offer to purchase, a solicitation of an offer to sell, or a solicitation of consents with respect to any securities. The Tender Offer and Consent Solicitation are made only by, and

pursuant to the terms of, the Statement and the related Consent and Letter of Transmittal, and the information in this news release is qualified by reference thereto. None of Arch, the Dealer Manager and Solicitation Agent or the Depository and Information Agent makes any recommendation in connection with the Tender Offer and the Consent Solicitation. Subject to applicable law, Arch may amend, extend or, subject to certain conditions, terminate the Tender Offer or the Consent Solicitation. In addition, this news release does not constitute a notice of redemption of the Notes under the optional redemption provisions of the Indenture.

BofA Merrill Lynch is the Dealer Manager and Solicitation Agent for the Tender Offer and the Consent Solicitation. Persons with questions regarding the Tender Offer or the Consent Solicitation should contact BofA Merrill Lynch at (888) 292-0070 (toll-free) or (980) 387-3907 (collect). Requests for copies of the Statement, the related Consent and Letter of Transmittal, the Indenture and other related materials should be directed to Global Bondholder Services Corporation, the Depository and Information Agent for the Tender Offer and the Consent Solicitation, at (212) 430-3774 (for banks and brokers only) or (866) 807-2200 (for all others and toll-free).

U.S.-based Arch Coal, Inc. is one of the world’s top coal producers for the global steel and power generation industries, serving customers on five continents. Its network of mining complexes is the most diversified in the United States, spanning every major coal basin in the nation. The company controls more than 5 billion tons of high-quality metallurgical and thermal coal reserves, with access to all major railroads, inland waterways and a growing number of seaborne trade channels.

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Forward-Looking Statements: This press release contains “forward-looking statements” — that is, statements related to future, not past, events. In this context, forward-looking statements often address our expected future business and financial performance, and often contain words such as “expects,” “anticipates,” “intends,” “plans,” “believes,” “seeks,” or “will.” Forward-looking statements by their nature address matters that are, to different degrees, uncertain. For us, particular uncertainties arise from changes in the demand for our coal by the domestic electric generation industry; from legislation and regulations relating to the Clean Air Act and other environmental initiatives; from operational, geological, permit, labor and weather-related factors; from fluctuations in the amount of cash we generate from operations; from future integration of acquired businesses; and from numerous other matters of national, regional and global scale, including those of a political, economic, business, competitive or regulatory nature. These uncertainties 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. For a description of some of the risks and uncertainties that may affect our future results, you should see the risk factors described from time to time in the reports we file with the Securities and Exchange Commission.