# 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): May 15, 2012 (May 15, 2012)

## 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:

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

## 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 6 ¾% Senior Notes due 2013 (the "Notes") of Arch Western Finance, LLC ("AWF") in a previously announced tender offer and consent solicitation, on May 15, 2012, AWF and certain other indirect subsidiaries of Arch Coal, Inc. (the "Company") entered into a Second Supplemental Indenture, dated as of May 15, 2012 (the "Second Supplemental Indenture"). The Second Supplemental Indenture amends the Indenture, dated as of June 25, 2003 (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, as well as reduce the minimum notice period in the optional redemption provision of the Notes from 30 days to three days. The Second Supplemental Indenture also amends the Notes to delete all provisions inconsistent with the Indenture as further amended by the Second Supplemental Indenture. Except as amended by the Second Supplemental Indenture, all terms and conditions set forth in the Indenture and the Notes remain in full force and effect.

The Second Supplemental Indenture is currently effective, but it will become operative only upon AWF'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 AWF or any of its affiliates). Accordingly, the amendments to the Indenture and the Notes effected by the Second Supplemental Indenture will be deemed to be revoked retroactive to the date of the Second 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 Second 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 Second Supplemental Indenture, which is filed as Exhibit 4.1 to Current Report on Form 8-K.

The terms and conditions of AWF's previously announced tender offer and consent solicitation are described in an Offer to Purchase and Consent Solicitation Statement, dated May 1, 2012 (the "Statement"), and a related Consent and Letter of Transmittal, which have been sent to holders of Notes. Arch Western Finance'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. AWF'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 thereto.

Neither the Company nor Arch Western Finance makes any recommendation in connection with AWF's previously announced tender offer and consent solicitation.

#### Item 7.01 Regulation FD.

On May 15, 2012, the Company announced that AWF 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.

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## Item 9.01 Financial Statements and Exhibits.

### (d) Exhibits

The following exhibits are attached hereto and filed herewith.

Exhibit No.	
4.1	Second Supplemental Indenture, dated as of May 15, 2012, among Arch Western Finance, LLC, Arch Western Bituminous Group,
	LLC, Arch Western Resources, LLC, Arch of Wyoming, LLC, Mountain Coal Company, L.L.C., Thunder Basin Coal Company,
	L.L.C., Triton Coal Company, LLC and The Bank of New York Mellon Trust Company, N.A. (formerly known as The Bank of
	New York Trust Company, N.A., as successor to The Bank of New York), as trustee.
99.1	Press release dated May 15, 2012.

## **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: May 15, 2012 Arch Coal, Inc.

By: /s/ Robert G. Jones

Robert G. Jones

Senior Vice President – Law, General Counsel and Secretary

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## **Exhibit Index**

Exhibit No.	Description
4.1	Second Supplemental Indenture, dated as of May 15, 2012, among Arch Western Finance, LLC, Arch Western Bituminous Group, LLC, Arch Western Resources, LLC, Arch of Wyoming, LLC, Mountain Coal Company, L.L.C., Thunder Basin Coal Company, L.L.C., Triton Coal Company, LLC and The Bank of New York Mellon Trust Company, N.A. (formerly known as The Bank of New York Trust Company, N.A., as successor to The Bank of New York), as trustee.
99.1	Press release dated May 15, 2012.
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#### SECOND SUPPLEMENTAL INDENTURE

THIS SECOND SUPPLEMENTAL INDENTURE (this "Second Supplemental Indenture"), is dated as of May 15, 2012, among ARCH WESTERN FINANCE, LLC, a Delaware limited liability company (the "Company"), ARCH WESTERN BITUMINOUS GROUP, LLC, a Delaware limited liability company ("Arch Western"), ARCH OF WYOMING, LLC, a Delaware limited liability company ("Arch of Wyoming"), MOUNTAIN COAL COMPANY, L.L.C., a Delaware limited liability company ("Mountain Coal"), THUNDER BASIN COAL COMPANY, L.L.C., a Delaware limited liability company ("Thunder Basin"), TRITON COAL COMPANY, LLC, a Delaware limited liability company (together with AWBG, Arch Western, Arch of Wyoming, Mountain Coal and Thunder Basin, the "Guarantors"), and The Bank of New York Mellon Trust Company, N.A., a national banking association organized and existing under the laws of the United States of America (formerly known as The Bank of New York Trust Company, N.A., as successor to The Bank of New York), as trustee (the "Trustee").

### WITNESSETH:

**WHEREAS,** the Company and certain of the Guarantors have heretofore executed and delivered to the Trustee an Indenture, dated as of June 25, 2003 (as supplemented by the First Supplemental Indenture (as defined below), the "<u>Indenture</u>"), providing for the issuance of the Company's 6 3/4% Senior Notes due 2013 (the "<u>Securities</u>"), and the Company and the Guarantors have heretofore executed and delivered to the Trustee a related First Supplemental Indenture, dated as of October 22, 2004 (the "<u>First Supplemental Indenture</u>");

WHEREAS, \$450,000,000 in aggregate principal amount of the Securities 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 Securities then outstanding, the Company, the Guarantors and the Trustee may enter into an indenture supplemental to the Indenture for the purpose of amending or supplementing the Indenture or the Securities (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 Second Supplemental Indenture for the purpose of amending the Indenture and the Securities in certain respects as permitted by Section 9.02 of the Indenture;

**WHEREAS,** the Company has solicited consents relating to this Second Supplemental Indenture upon the terms and subject to the conditions set forth in its Offer to Purchase and Consent Solicitation Statement, dated May 1, 2012, and the related Consent and Letter of Transmittal (which together, including any amendments, modifications or supplements thereto, constitute the "<u>Tender Offer</u>");

WHEREAS, (a) the Company has received the consent of the Holders of at least a majority in aggregate principal amount of the outstanding Securities, all as certified by an Officers' Certificate delivered to the Trustee simultaneously with the execution and delivery of this Second Supplemental Indenture, (b) the Company has delivered to the Trustee simultaneously with the execution and delivery of this Second Supplemental Indenture an Opinion of Counsel and Officers' Certificate relating to this Second Supplemental Indenture as contemplated by Sections 9.08 and 13.04 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, the Guarantors and the Trustee to enter into this Second Supplemental Indenture;

**WHEREAS**, all acts and requirements necessary to make this Second 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 Securities as follows:

## ARTICLE I

#### AMENDMENTS TO THE INDENTURE AND THE SECURITIES

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 4.16 (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 (iii), (iv) and (v) of Section 5.01(b) (Consolidation, Merger or Sale of Assets);

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

  Clauses (v), (vi), (vii), (viii), (ix) and (x) 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:

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

mail to each Holder to be redeemed and shall comply with the provisions of Section 13.02(b)."

"Section 4.17. Reports to Holders. The Company shall comply with the provisions of TIA Section 314(a), as applicable."

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

(e) Clause (ii) 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:

"(a) At least three days but not more than 60 days before a date for redemption of Notes, the Issuer shall mail a notice of redemption by first-class

- "(ii) (1) 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, 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
  - (2) 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 SECURITIES.

Section 4.12 (Limitation on Sale and Leaseback Transactions);

Section 4.15 (Designation of Unrestricted and Restricted Subsidiaries);

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

Section 4.13 (Guarantees by Restricted Subsidiaries);

- (a) The first sentence of Paragraph 6 of the Securities 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."
- (b) The first sentence of Paragraph 7 of the Securities issued under CUSIP No. 03939RAA8 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**

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 Securities are in all respects ratified and confirmed and all the terms shall remain in full force and effect. This Second Supplemental Indenture

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shall form a part of the Indenture for all purposes, and every Holder of Securities 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 Second 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 CONSTRUE THIS SECOND SUPPLEMENTAL INDENTURE.

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

Section 2.5 COUNTERPARTS. The parties may sign any number of copies of this Second 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 Second Supplemental Indenture and of signature pages by facsimile or PDF transmission shall constitute effective execution and delivery of this Second Supplemental Indenture as to the parties hereto and may be used in lieu of the original Second 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 Second Supplemental Indenture or in the Securities 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 Second 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 Second 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 Second 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 Second 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 Securities (excluding any Securities owned by the Company, any Guarantor or any of their respective Affiliates), with the result that the amendments to the Indenture effected by this Second 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 SECURITIES. Any Securities authenticated and delivered after the close of business on the date that this Second Supplemental Indenture becomes operative in substitution for Securities then outstanding and all Securities 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 May 15, 2012, certain restrictive covenants of the Company and certain Events of Default have been eliminated or limited, as provided in the Second Supplemental Indenture, dated as of May 15, 2012, by and among the Company, the Guarantors and the Trustee. Reference is hereby made to such Second 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 Second Supplemental Indenture to be duly executed as of the day and year written above.

ARCH WESTERN FINANCE, LLC

ARCH WESTERN BITUMINOUS GROUP, LLC

By: /s/ James E. Florczak By: /s/ James E. Florczak

Name: James E. Florczak James E. Florczak Name:

Title: Vice President & Treasurer Title: Vice President & Treasurer

ARCH OF WYOMING, LLC

ARCH WESTERN RESOURCES, LLC

/s/ James E. Florczak /s/ James E. Florczak By: By: James E. Florczak James E. Florczak Name: Name: Title: Vice President & Treasurer Title: Vice President & Treasurer MOUNTAIN COAL COMPANY, L.L.C. THUNDER BASIN COAL COMPANY, L.L.C. By: /s/ James E. Florczak /s/ James E. Florczak By: Name: James E. Florczak Name: James E. Florczak Title: Vice President & Treasurer Title: Vice President & Treasurer TRITON COAL COMPANY, LLC By: /s/ James E. Florczak Name: James E. Florczak Title: Vice President & Treasurer THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., AS TRUSTEE

/s/ R. Tamas

Name: R. Tamas Title: Vice President

By:

#### **NEWS FROM ARCH COAL**



FOR IMMEDIATE RELEASE Media: Kim Link 314/994.2936

## Arch Western Finance, LLC Completes Consent Solicitation for Its 6 3/8 Senior Notes due 2013

ST. LOUIS (May 15, 2012) — Arch Coal, Inc. (NYSE:ACI) today announced that Arch Western Finance, LLC ("Arch Western Finance"), its indirect subsidiary, successfully completed its consent solicitation with respect to its 6 ¾% Senior Notes due 2013 (CUSIP Nos. 03939RAB6, 03939RAA8, U22142AA8, 03939RAC4 and U22142AB6) (the "Notes").

On May 1, 2012, Arch Western Finance commenced a cash tender offer (the "Tender Offer") for any and all of the Notes. In connection with the Tender Offer, Arch Western Finance 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 May 14, 2012 (the "Consent Expiration"). As of the Consent Expiration, Arch Western Finance had received tenders and consents representing \$304,004,000 in aggregate principal amount of the outstanding Notes. The consents received exceeded the minimum needed to amend the Indenture. Accordingly, Arch Western Finance and The Bank of New York Mellon Trust Company, N.A., as trustee, have executed a supplemental indenture that eliminates most of the covenants and certain default provisions applicable to the Notes and reduces the minimum notice period in the optional redemption provision of the Notes from 30 days to three days.

Arch Western Finance will make a cash payment of \$1,002.50 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 Western Finance'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 May 29, 2012, 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 \$972.50 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 May 1, 2012 (the "Statement"), and a related Consent and Letter of Transmittal, which have been sent to holders of Notes. Arch Western Finance'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 Coal, Arch Western Finance, the Dealer Manager and Solicitation Agent or the Depositary and Information Agent makes any recommendation in connection with the Tender Offer and the Consent Solicitation. Subject to applicable law, Arch Western Finance 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 Depositary and Information Agent for the Tender Offer and the Consent Solicitation, at (212) 430-3774 (for banks and brokers only) or (866) 387-1500 (for all others and toll-free).

U.S.-based Arch Coal is a top five global coal producer and marketer, with 157 million tons of coal sold in 2011. Arch is the most diversified American coal company, with more than 20 active mining complexes across every major U.S. coal supply basin. Its core business is supplying cleaner-burning, low-sulfur thermal and metallurgical coal to power generators and steel manufacturers on five continents. In 2011, Arch continued to lead the U.S. coal industry in safety performance and environmental compliance among large, diversified producers.

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.

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