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SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM 8-K

CURRENT REPORT

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

Date of Report (Date of earliest event reported):
October 28, 2004 (October 22, 2004)

Arch Coal, Inc.

(Exact name of registrant as specified in its charter)

Delaware	1-13105	43-0921172
(State or other jurisdiction of incorporation)	(Commission File Number)	(IRS Employer Identification No.)

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

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

Arch Western Resources, LLC

(Exact name of registrant as specified in its charter)

Delaware	333-107569	43-1811130
(State or other jurisdiction of incorporation)	(Commission File Number)	(IRS Employer Identification No.)

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

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrants under any of the following provisions (see General Instruction A.2.):

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))

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ITEM 2.03. Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.

On October 19, 2004, Arch Coal, Inc. ("Arch Coal"), Arch Western Resources, LLC ("Arch Western Resources"), Arch Western Finance, LLC ("Arch Western Finance"), Triton Coal Company, LLC ("Triton"), Arch Western Bituminous Group, LLC ("Arch Western Bituminous"), Arch of Wyoming, LLC ("Arch of Wyoming" and collectively with Arch Western Finance, the "Issuers"), Mountain Coal Company, L.L.C. ("Mountain Coal") and Thunder Basin Coal Company, L.L.C. ("Thunder Basin") entered into a Purchase Agreement, dated October 19, 2004 (the "Purchase Agreement"), with Citigroup Global Markets Inc., J.P. Morgan Securities Inc. and Morgan Stanley & Co. Incorporated (collectively, the "Representatives"), as representatives of the initial purchasers named therein, relating to the sale and issuance of $250 million in aggregate principal amount of 6¾% Senior Notes due 2013 (the "Senior Notes") by Arch Western Finance and Arch of Wyoming. Affiliates of several of the initial purchasers, including Citigroup Global Markets Inc. and J.P. Morgan Securities Inc., are lenders under Arch Coal's revolving credit facility or were lenders under Arch Western Resource's former term loan facility.

On October 22, 2004, Arch Western Resources, Arch Western Finance, Triton, Arch Western Bituminous, Arch of Wyoming, Mountain Coal, Thunder Basin entered into a First Supplemental Indenture, dated October 22, 2004 (the "First Supplemental Indenture"), with The Bank of New York, as trustee. The First Supplemental Indenture supplements the Indenture, dated as of June 25, 2003 (as supplemented by the First Supplemental Indenture, the "Indenture"), among Arch Western Resources, Arch Western Finance, Arch of Wyoming, Mountain Coal, Thunder Basin and The Bank of New York, as trustee.

On October 22, 2004, Arch Coal, Arch Western Resources, Arch Western Finance, Triton, Arch Western Bituminous, Arch of Wyoming, Mountain Coal, Thunder Basin and the Representatives, as representatives of the initial purchasers named in the Purchase Agreement, entered into a Registration Rights Agreement, dated October 22, 2004 (the "Registration Rights Agreement"), relating to the Senior Notes.

On October 22, 2004, the Senior Notes were issued by the Issuers pursuant to the Indenture in a transaction exempt from the registration requirements under the Securities Act of 1933, as amended (the "Securities Act"). The Senior Notes were sold within the United States only to qualified institutional buyers in reliance on Rule 144A under the Securities Act, and outside the United States only to non-U.S. persons in reliance on Regulation S under the Securities Act.

The Senior Notes will mature on July 1, 2013, and interest is payable on the Senior Notes on January 1 and July 1 of each year, commencing January 1, 2005.

At any time on or after July 1, 2008, the Issuers may redeem some or all of the Senior Notes. Between July 1, 2008 and June 30, 2009, the Issuers may redeem some or all of the Senior Notes at a redemption price equal to 103.375% of the principal amount. Between July 1, 2009 and June 30, 2010, the Issuers may redeem some or all of the Senior Notes at a redemption price equal to 102.250% of the principal amount. Between July 1, 2010 and June 30, 2011, the Issuers may redeem some or all of the Senior Notes at a redemption price equal to 101.125% of the principal amount. On and after July 1, 2011, the Issuers may redeem some or all of the Senior Notes at a redemption price equal to 100% of the principal amount.

The Indenture limits the ability of Arch Western Resources and its subsidiaries to (i) incur more debt; (ii) pay dividends and make distributions or repurchase stock; (iii) make investments; (iv) create liens; (v) issue and sell capital stock of subsidiaries; (vi) sell assets; (vii) enter into restrictions affecting the ability of restricted subsidiaries to make distributions, loans or advances to Arch Western Resources; (viii) engage in transactions with affiliates; (ix) enter into sale and leasebacks; and (x) merge or consolidate or transfer and sell assets.

Upon a change of control involving Arch Western Resources, holders of Senior Notes have the right, as a holder of Senior Notes, to require the Issuers to repurchase all of their Senior Notes at a repurchase price equal to 101% of their principal amount, plus accrued and unpaid interest, if any, to the date of repurchase.

The Indenture provides that events of default include: (i) failure to make the payment of any interest on the senior Notes when the same becomes due and payable, with such failure continuing for a period of 30 days; (ii) failure to make the payment of any principal of, or premium, if any, on, any of the Senior Notes when the same becomes due and payable; (iii) failure to comply with covenants or agreements in the senior Notes, the Indenture or related documents; (iv) a default by Arch Western Resources or its restricted subsidiaries under their other debt obligations that results in acceleration of the maturity of that debt, or failure to pay any such debt at maturity, in an aggregate amount greater than $25.0 million; (v) any judgment or judgments for the payment of money in an aggregate amount in excess of $25,0 million that is rendered against Arch Western Resources or any of its restricted subsidiaries and that is not waived, satisfied or discharged for any period of 30 consecutive days during which a stay of enforcement is not in effect; (vi) certain events involving bankruptcy, insolvency or reorganization of Arch Coal, Arch Western Resources, Arch Western Finance, any guarantor of the Senior Notes or any other significant subsidiary of Arch Western Resources; and (vii) any guarantee of the Senior Notes is held in any judicial proceeding to be unenforceable or invalid or ceases for any reason to be in full force and effect or any guarantor of the Senior Notes, or any person acting on behalf of any guarantor of the Senior Notes, denies or disaffirms its obligations under its guarantee.

Pursuant to the Registration Rights Agreement, the Issuers and the guarantors of the Senior Notes will file a registration statement within 90 days after the issue date of the Senior Notes enabling noteholders to exchange the Senior Notes for publicly registered notes with substantially identical terms (except for terms relating to additional interest and transfer restrictions). The Issuers and the guarantors of the Senior Notes will use their reasonable best efforts to cause the registration statement to become effective within 180 days after the issue date of the Senior Notes and to effect an exchange offer of the senior Notes for registered notes within 225 days after the issue date of the Senior Notes. The Issuers and the guarantors of the Senior Notes will file a shelf registration statement for the resale of the Senior Notes if they cannot effect the exchange offer within the time periods listed above and in certain other circumstances.

The description set forth above is qualified in its entirety by the Purchase Agreement, the Indenture, the form of Senior Notes and the Registration Rights Agreement, which are filed herewith as exhibits.

ITEM 9.01 FINANCIAL STATEMENTS AND EXHIBITS.

(c) Exhibits

Exhibit 1.1	Purchase Agreement dated October 19, 2004 among Arch Coal, Inc., Arch Western Resources, LLC, Arch Western Finance, LLC, Triton Coal Company, LLC, Arch Western Bituminous Group, LLC, Arch of Wyoming, LLC, Mountain Coal Company, L.L.C. and Thunder Basin Coal Company, L.L.C. and Citigroup Global Markets Inc., J.P. Morgan Securities Inc. and Morgan Stanley & Co. Incorporated, as representatives of the initial purchasers named therein (filed herewith).
Exhibit 4.2	Registration Rights Agreement dated October 22, 2004 among Arch Coal, Inc., Arch Western Resources, LLC, Arch Western Finance, LLC, Triton Coal Company, LLC, Arch Western Bituminous Group, LLC, Arch of Wyoming, LLC, Mountain Coal Company, L.L.C. and Thunder Basin Coal Company, L.L.C. and Citigroup Global Markets Inc., J.P. Morgan Securities Inc. and Morgan Stanley & Co. Incorporated, as representatives of the initial purchasers named therein (filed herewith).
Exhibit 4.3	Indenture dated June 25, 2004 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 herein 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).
Exhibit 4.4	First Supplemental Indenture dated October 22, 2004 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 (filed herewith).
Exhibit 4.5	Form of 6¾% Senior Notes due 2013 with attached Guarantees (included in Exhibit 4.2 hereto).
Exhibit 99.1	Press Release dated October 22, 2004 (filed herewith).

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SIGNATURE

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: October 28, 2004

ARCH COAL, INC.

By: /s/ JANET L. HORGAN
Janet L. Horgan
Assistant General Counsel and Assistant General Secretary

EXHIBIT 1.1

EXECUTION COPY

ARCH WESTERN FINANCE, LLC

$250,000,000
6 3/4% Senior Notes Due 2013

Purchase Agreement

New York, New York
October 19, 2004

Citigroup Global Markets Inc.
J.P. Morgan Securities Inc.
Morgan Stanley & Co. Incorporated
As Representatives of the Initial Purchasers
c/o Citigroup Global Markets Inc.
388 Greenwich Street
New York, New York 10013

Ladies and Gentlemen:

Arch Western Finance, LLC, a limited liability company organized under the laws of Delaware (the "Issuer"), proposes to issue and sell to the several parties named in Schedule I hereto (the "Initial Purchasers"), for whom you (the "Representatives") are acting as representatives, $250,000,000 principal amount of its 6 3/4% Senior Notes Due 2013 (the "Notes"). The Notes will be fully and unconditionally guaranteed as to the payment of principal, premium, if any, and interest (the "Guarantees" and together with the Notes, hereinafter referred to as the "Securities") by Arch Western Resources, LLC, a limited liability company organized under the laws of Delaware ("Arch Western"), and each of Arch Western's wholly owned subsidiaries listed in Schedule II hereto (each a "Subsidiary Guarantor" and collectively the "Subsidiary Guarantors" and together with Arch Western, hereinafter referred to as the "Guarantors"). The Securities are to be issued under an indenture, dated as of June 25, 2003, as supplemented (the "Indenture") among the Issuer, the Guarantors and the Bank of New York, as trustee (the "Trustee"). The Securities have the benefit of a registration rights agreement (the "Registration Rights Agreement"), to be dated the Closing Date (as defined below), among the Issuer, Arch Coal, Inc., a corporation organized under the laws of Delaware (the "Company"), the Guarantors and the Initial Purchasers, pursuant to which each of the Issuer and the Guarantors, jointly and severally, has agreed to register the Securities under the Act subject to the terms and conditions therein specified. Pursuant to a pledge agreement (the "Pledge Agreement"), dated as of June 25, 2003, between Arch Western and the Trustee, the obligations of each of the Issuer and the Guarantors shall be secured by demand promissory notes (the "Company Notes"), issued by the Company to Arch Western and pledged by Arch Western to the Trustee as security for the payment of the Notes. The use of the neuter in this Agreement shall include the feminine and masculine wherever appropriate. Certain terms used herein are defined in Section 17 hereof.

The sale of the Securities to the Initial Purchasers will be made without registration of the Securities under the Act in reliance upon exemptions from the registration requirements of the Act.

In connection with the sale of the Securities, the Company and Arch Western have prepared a preliminary offering memorandum, dated October 18, 2004 (as amended or supplemented at the Execution Time, including any and all exhibits thereto and any information incorporated by reference therein, the "Preliminary Memorandum"), and a final offering memorandum, dated October 19, 2004 (as amended or supplemented at the Execution Time, including any and all exhibits thereto and any information incorporated by reference therein, the "Final Memorandum"). Each of the Preliminary Memorandum and the Final Memorandum sets forth certain information concerning the Issuer, the Company, the Guarantors and the Securities. Each of the Issuer, the Company and the Guarantors hereby confirms that it has authorized the use of the Preliminary Memorandum and the Final Memorandum, and any amendment or supplement thereto, in connection with the offer and sale of the Securities by the Initial Purchasers. Unless stated to the contrary, any reference herein to the terms "amend", "amendment" or "supplement" with respect to the Final Memorandum shall be deemed to refer to and include any information filed under the Exchange Act subsequent to the Execution Time which is incorporated by reference therein.

1. Representations and Warranties. Each of the Issuer, the Company and the Guarantors, jointly and severally, represents and warrants, as of the Execution Time and as of the Closing Date, to each Initial Purchaser as set forth below in this Section 1.

(a) The Preliminary Memorandum, at the date thereof, did not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. At the date of the Final Memorandum, on the Closing Date and on any settlement date, the Final Memorandum did not and will not (and any amendment or supplement thereto, at the date thereof, at the Closing Date and on any settlement date, will not), contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided, however, that the Issuer, the Company and the Guarantors make no representation or warranty as to the information contained in or omitted from the Preliminary Memorandum or the Final Memorandum, or any amendment or supplement thereto, in reliance upon and in conformity with information furnished in writing to the Issuer, Company or any Guarantor by or on behalf of the Initial Purchasers through the Representatives specifically for inclusion therein.

(b) The documents incorporated or deemed to be incorporated by reference in the Final Memorandum, at the time they were or hereafter are filed with the Commission, complied and will comply in all material respects with the requirements of the Exchange Act and, when read together with the other information in the Final Memorandum, at the date of the Final Memorandum, at the Closing Date and on any settlement date, did not, do not and will not include an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(c) Neither the Issuer, nor the Company, nor any Guarantor, nor any of its or their Affiliates, nor any person acting on its or their behalf has, directly or indirectly, made offers or sales of any security, or solicited offers to buy any security, under circumstances that would require the registration of the Securities under the Act.

(d) Neither the Issuer, nor the Company, nor any Guarantor, nor any of its or their Affiliates, nor any person acting on its or their behalf has engaged in any form of general solicitation or general advertising (within the meaning of Regulation D) in connection with any offer or sale of the Securities in the United States.

(e) The Securities satisfy the eligibility requirements of Rule 144A(d)(3) under the Act.

(f) Neither the Issuer, nor the Company, nor any Guarantor, nor any of its or their Affiliates, nor any person acting on its or their behalf has engaged in any directed selling efforts with respect to the Securities, and each of them has complied with the offering restrictions requirement of Regulation S. Terms used in this paragraph have the meanings given to them by Regulation S.

(g) The Issuer, the Company and the Guarantors have been advised by the NASD's PORTAL Market that the Securities have been designated PORTAL eligible securities in accordance with the rules and regulations of the NASD.

(h) Neither the Issuer, nor the Company nor any Guarantor has paid or agreed to pay to any person any compensation for soliciting another to purchase any securities of the Issuer, the Company or any Guarantor (except as contemplated by this Agreement).

(i) Neither the Issuer, nor the Company nor any Guarantor has taken, directly or indirectly, any action designed to cause or which has constituted or which might reasonably be expected to cause or result, under the Exchange Act or otherwise, in the stabilization or manipulation of the price of any security of the Issuer or any Guarantor to facilitate the sale or resale of the Securities.

(j) Neither the Issuer nor any Guarantor is, and upon the issuance and sale of the Securities as herein contemplated and the application of the net proceeds therefrom as described in the Final Memorandum will be, an "investment company" or an entity "controlled" by an "investment company", as such terms are defined in the Investment Company Act.

(k) The information provided by the Issuer, the Company and the Guarantors pursuant to Section 5(h) hereof will not, at the date thereof, contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(l) All information related to the coal reserves of (i) the Company and its subsidiaries, and (ii) Arch Western and its subsidiaries, (including, without limitation, each of the Company's and Arch Western's respective (x) estimated assigned and unassigned recoverable coal reserves and (y) proven, probable and total recoverable coal reserves, in the aggregate and by region and mining complex location) included in the Final Memorandum as of the date of the Final Memorandum and at the Closing Time (the "Coal Reserve Information"),

(A) was and is accurate in all material respects, (B) would, if the offer and sale of the Securities were registered under the Act, comply in all material respects with the requirements of the Act, and complied and will comply in all material respects with the requirements of the Exchange Act, as applicable, and (C) when read together with the other information in the Final Memorandum, did not and will not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading. The Coal Reserve Information has been calculated in accordance with standard mining engineering procedures used in the coal industry and applicable government reporting requirements and applicable law. All assumptions used in the calculation of the Coal Reserve Information were and are reasonable.

(m) Since the date as of which information is given in the Final Memorandum, except as otherwise stated therein, (A) there has been no material adverse change in the condition, financial or otherwise, or in the earnings, properties, business or prospects of (i) the Company and its subsidiaries, taken as a whole, or (ii) Arch Western and its subsidiaries, taken as a whole, whether or not arising in the ordinary course of business (a "Material Adverse Effect"), (B) there have been no transactions entered into by the Company and its subsidiaries or Arch Western and its subsidiaries, other than those arising in the ordinary course of business, which are material with respect to the Company and its subsidiaries, taken as a whole, or Arch Western and its subsidiaries, taken as a whole, and (C) except for (i) regular quarterly dividends on the Company's common stock, in amounts per share that are consistent with past practice, (ii) the Preferred Return paid by Arch Western and (iii) preferred dividends paid with respect to the Company's 5% Perpetual Cumulative Convertible Preferred STOCK, in accordance with the terms thereof, there has been no dividend or distribution of any kind declared, paid or made by the Company or Arch Western on any class of their respective capital stock.

(n) The Issuer has been duly organized and is validly existing as a limited liability company in good standing under the laws of the State of Delaware and has power and authority to own, lease and operate its properties and to conduct its business as described in the Final Memorandum and to enter into and perform its obligations under, or as contemplated under, this Agreement. The Issuer is duly qualified to transact business and is in good standing in each other jurisdiction in which such qualification is required, whether by reason of the ownership or leasing of property or the conduct of business, except where the failure to so qualify or be in good standing would not result in a Material Adverse Effect. All of the issued and outstanding capital stock of the Issuer has been duly authorized and is validly issued, fully paid and non-assessable and is owned by Arch Western, directly or through subsidiaries, free and clear of any security interest, mortgage, pledge, lien, encumbrance, claim or equity. None of the outstanding shares of capital stock of the Issuer was issued in violation of preemptive or other similar rights of any securityholder of the Issuer.

(o) The Company has been duly organized and is validly existing as a corporation in good standing under the laws of the State of Delaware and has power and authority to own, lease and operate its properties and to conduct its business as described in the Final Memorandum and to enter into and perform its obligations under, or as contemplated under, this Agreement. The Company is duly qualified as a foreign corporation to transact business and is in good standing in each other jurisdiction in which such qualification is required, whether by reason of the ownership or leasing of property or the conduct of business, except where the failure to so qualify or be in good standing would not result in a Material Adverse

Effect. All of the issued and outstanding capital stock of the Company has been duly authorized and validly issued by the Company, fully paid and non-assessable, and was not issued in violation of preemptive or other similar rights of any securityholder of the Company.

(p) Arch Western has been duly organized and is validly existing as a limited liability company in good standing under the laws of the State of Delaware and has the power and authority to own, lease and operate its properties and to conduct its business as described in the Final Memorandum and to enter into and perform its obligations under, or as contemplated under, this Agreement. Arch Western is duly qualified to transact business and is in good standing in each other jurisdiction in which such qualification is required, whether by reason of the ownership or leasing of property or the conduct of business, except where the failure to so qualify or be in good standing would not result in a Material Adverse Effect. All of the issued and outstanding capital stock of Arch Western has been duly authorized and validly issued, fully paid and non-assessable and, except as otherwise stated in the Final Memorandum, is owned by the Company, directly or through subsidiaries, free and clear of any security interest, mortgage, pledge, lien, encumbrance, claim or equity. None of the outstanding shares of capital stock of Arch Western was issued in violation of preemptive or other similar rights of any securityholder of Arch Western.

(q) Each Subsidiary of the Company that is not a Guarantor has been duly organized and is validly existing as a corporation, limited liability company or partnership, as applicable, in good standing under the laws of the jurisdiction of its formation, has corporate power and authority to own, lease and operate its properties and to conduct its business as described in the Final Memorandum and is duly qualified to transact business and is in good standing in each jurisdiction in which such qualification is required, whether by reason of the ownership or leasing of property or the conduct of business, except where the failure to so qualify or be in good standing would not result in a Material Adverse Effect. Except as otherwise stated in the Final Memorandum, all of the issued and outstanding capital stock of each Subsidiary of the Company that is not a Guarantor has been duly authorized and validly issued, fully paid and non-assessable and is owned by the Company, directly or through subsidiaries, free and clear of any security interest, mortgage, pledge, lien, encumbrance, claim or equity. None of the outstanding shares of capital stock of any Subsidiary of the Company that is not a Guarantor was issued in violation of preemptive or other similar rights of any securityholder of such Subsidiary of the Company.

(r) Each Subsidiary Guarantor and Canyon Fuel Company, LLC ("Canyon Fuel") has been duly organized and is validly existing as a limited liability company in good standing under the laws of Delaware, has power and authority to own, lease and operate its properties and to conduct its business as described in the Final Memorandum and is duly qualified to transact business and is in good standing in each jurisdiction in which such qualification is required, whether by reason of the ownership or leasing of property or the conduct of business, except where the failure to so qualify or be in good standing would not result in a Material Adverse Effect. Except as otherwise stated in the Final Memorandum, all of the issued and outstanding capital stock of each Subsidiary Guarantor and Canyon Fuel has been duly authorized and validly issued, fully paid and non-assessable and is owned by Arch Western, directly or through subsidiaries, free and clear of any security interest, mortgage, pledge, lien, encumbrance, claim or equity. None of the outstanding shares of capital stock of any Subsidiary

Guarantor or Canyon Fuel was issued in violation of preemptive or other similar rights of any securityholder of such Subsidiary Guarantor or Canyon Fuel.

(s) The authorized, issued and outstanding capital stock of the Company and Arch Western is as set forth in the column entitled "Actual" under the caption "Capitalization" (except for subsequent issuances, if any, pursuant to reservations, agreements or employee benefit plans referred to or incorporated by reference in the Final Memorandum or pursuant to the exercise of convertible securities or options referred to or included in the Final Memorandum).

(t) The statements in the Final Memorandum under the headings "Governing Documents and Certain Other Agreements", "Certain Relationships and Related Party Transactions", "Description of the Notes", "Exchange Offer; Registration Rights", "Important Federal Income Tax Considerations" and "ERISA Considerations", fairly summarize the matters therein described.

(u) This Agreement has been duly authorized, executed and delivered by each of the Issuer, the Company and the Guarantors.

(v) The Indenture has been duly authorized, executed and delivered by each of the Issuer and the Guarantors and constitutes a valid and binding obligation of the Issuer and the Guarantors, enforceable against each of them in accordance with its terms (subject, as to the enforcement of remedies, to applicable bankruptcy, reorganization, insolvency, moratorium or other laws affecting creditors' rights generally from time to time in effect and to general principles of equity).

(w) The Notes have been duly authorized, and, when executed and authenticated in accordance with the provisions of the Indenture and delivered to and paid for by the Initial Purchasers as provided in the Final Memorandum, will have been duly executed and delivered by the Issuer and will constitute a valid and binding obligation of the Issuer, enforceable against the Issuer in accordance with its terms, and will be entitled to the benefits of the Indenture (subject, as to the enforcement of remedies, to applicable bankruptcy, reorganization, insolvency, moratorium or other laws affecting creditors' rights generally from time to time in effect and to general principles of equity).

(x) The Company Notes have been duly authorized, executed and delivered by the Company and constitute the legal, valid and binding obligations of the Company (subject, as to the enforcement of remedies, to applicable bankruptcy, reorganization, insolvency, moratorium or other laws affecting creditors' rights generally from time to time in effect and to general principles of equity).

(y) Each Guarantee has been duly authorized, and when executed and delivered in accordance with the provisions of the Indenture, will have been duly executed and delivered by each of Arch Western and the Subsidiary Guarantors and will constitute a valid and binding obligation of Arch Western and each Subsidiary Guarantor, enforceable against each of them in accordance with its terms, and will be entitled to the benefits of the Indenture (subject, as to the enforcement of remedies, to applicable bankruptcy, reorganization, insolvency, moratorium or other laws affecting creditors' rights generally from time to time in effect and to general principles of equity).

(z) The Registration Rights Agreement has been duly authorized and, when executed and delivered by each of the Issuer, the Company and the Guarantors, will constitute a valid and binding obligation of the Issuer, the Company and each Guarantor, enforceable against each of them in accordance with its terms (subject, as to the enforcement of remedies, to applicable bankruptcy, reorganization, insolvency, moratorium or other laws affecting creditors' rights generally from time to time in effect and to general principles of equity and except as rights to indemnification or contribution thereunder may be limited by federal or state securities laws or the public policy underlying such laws).

(aa) The Pledge Agreement has been duly authorized, executed and delivered by Arch Western and constitutes a valid and binding obligation of Arch Western, enforceable against Arch Western in accordance with its terms (subject, as to the enforcement of remedies, to applicable bankruptcy, reorganization, insolvency, moratorium or other laws affecting creditors' rights generally from time to time in effect and to general principles of equity) and at the time of the sale of the Securities, the Pledge Agreement will have created a valid, continuing and perfected first priority security interest in favor of the Trustee in the Company Notes, pledged thereunder as security for the payment of the Notes.

(bb) Neither the Company nor any of its subsidiaries is in violation of its charter or by-laws or in default in the performance or observance of any obligation, agreement, covenant or condition contained in any contract, indenture, mortgage, deed of trust, loan or credit agreement, note, lease or other agreement or instrument to which the Company or any of its subsidiaries is a party or by which it or any of them may be bound, or to which any of the assets, properties or operations of the Company or any of its subsidiaries is subject (collectively, "Agreements and Instruments"), except for such defaults that would not result in a Material Adverse Effect. The execution, delivery and performance of this Agreement, the Indenture, the Registration Rights Agreement, the Pledge Agreement and any other agreement or instrument entered into or issued or to be entered into or issued by each of the Issuer, the Company and the Guarantors in connection with the transactions contemplated hereby or thereby or in the Final Memorandum and the consummation of the transactions contemplated herein and in the Final Memorandum (including the issuance and sale of the Securities and the use of the proceeds from the sale of the Securities as described under the caption "Use of Proceeds" in the Final Memorandum) and compliance by each of the Issuer, the Company and the Guarantors with its obligations hereunder and thereunder have been duly authorized by all necessary corporate or other action and do not and will not, whether with or without the giving of notice or passage of time or both, conflict with or constitute a breach of, or default or Repayment Event (as defined below) under, or result in the creation or imposition of any lien, charge or encumbrance upon any assets, properties or operations of the Company or any of its subsidiaries pursuant to, any Agreements and Instruments (except for such conflicts, breaches or defaults or liens, charges or encumbrances that would not result in a Material Adverse Effect), nor will such action result in any violation of the provisions of the charter or by-laws of the Company or any of its subsidiaries or any applicable law, statute, rule, regulation, judgment, order, writ or decree of any government, government instrumentality or court, domestic or foreign, having jurisdiction over the Company or any of its subsidiaries or any of their assets, properties or operations.

(cc) No labor dispute with the employees of the Company or any of its subsidiaries exists or, to the knowledge of the Company, is imminent, and the Company is not aware of any existing or imminent labor disturbance by the employees of any of its or any

subsidiary's principal suppliers, manufacturers, customers or contractors, which, in either case, may reasonably be expected to result in a Material Adverse Effect.

(dd) There is no action, suit, proceeding, inquiry or investigation before or brought by any court or governmental agency or body, domestic or foreign, now pending, or, to the knowledge of each of the Issuer, the Company and the Guarantors, threatened, against or affecting the Company or any of its subsidiaries which would be required to be disclosed in a Registration Statement if the offer and sale of the Securities were to be registered under the Act (other than as stated in the Final Memorandum), or which might reasonably be expected to result in a Material Adverse Effect, or which might reasonably be expected to materially and adversely affect the assets, properties or operations thereof or the consummation of the transactions contemplated under the Final Memorandum, this Agreement, the Indenture, the Registration Rights Agreement, the Pledge Agreement or the performance by each of the Issuer, the Company and the Guarantors of its obligations hereunder and thereunder. The aggregate of all pending legal or governmental proceedings to which the Company or any of its subsidiaries is a party or of which any of their respective assets, properties or operations is subject which are not described in the Final Memorandum, including ordinary routine litigation incidental to the business, could not reasonably be expected to result in a Material Adverse Effect.

(ee) There are no contracts or documents required to be described in the documents incorporated by reference in the Final Memorandum or to be filed as exhibits thereto, which have not been so described and filed as required.

(ff) No filing with, or authorization, approval, consent, license, order, registration, qualification or decree of, any court or governmental authority or agency, domestic or foreign, is necessary or required for the due authorization, execution and delivery by each of the Issuer, the Company and the Guarantors of this Agreement in connection with the issuance of the Securities or for the performance by each of the Issuer, the Company and the Guarantors of the transactions contemplated under the Final Memorandum, this Agreement, the Indenture, the Registration Rights Agreement or the Pledge Agreement, except such as have been already made, obtained or rendered, and such as will be obtained under the Act and the Trust Indenture Act and such as may be required under blue sky laws of any jurisdiction in connection with the purchase and sale by the Initial Purchasers in the manner contemplated herein and in the Final Memorandum and the Registration Rights Agreement, as applicable, as of the Closing Date.

(gg) The Company and its subsidiaries own or possess, or can acquire on reasonable terms, adequate patents, patent rights, licenses, inventions, copyrights, know-how (including trade secrets and other unpatented and/or unpatentable proprietary or confidential information, systems or procedures), trademarks, service marks, trade names or other intellectual property (collectively, "Intellectual Property") necessary to carry on the business now operated by them, and neither the Company nor any of its subsidiaries has received any notice or is otherwise aware of any infringement of or conflict with asserted rights of others with respect to any Intellectual Property or of any facts or circumstances which would render any Intellectual Property invalid or inadequate to protect the interest of the Company or any of its subsidiaries therein, and which infringement or conflict (if the subject of any unfavorable decision, ruling or finding) or invalidity or inadequacy, singly or in the aggregate, would result in a Material Adverse Effect.

(hh) The Company and its subsidiaries possess such permits, licenses, approvals, consents and other authorizations (collectively, "Governmental Licenses") issued by the appropriate federal, state, local or foreign regulatory agencies or bodies necessary to conduct the business now operated by them. The Company and its subsidiaries are in compliance with the terms and conditions of all such Governmental Licenses, except where the failure so to comply would not, singly or in the aggregate, result in a Material Adverse Effect. All of the Governmental Licenses are valid and in full force and effect, except where the invalidity of such Governmental Licenses or the failure of such Governmental Licenses to be in full force and effect would not result in a Material Adverse Effect. Neither the Company nor any of its subsidiaries has received any notice of proceedings relating to the revocation or modification of any such Governmental Licenses which, singly or in the aggregate, if the subject of an unfavorable decision, ruling or finding, would result in a Material Adverse Effect.

(ii) The Company and its subsidiaries have good and marketable title to all real property owned by the Company and its subsidiaries and good title to all other properties owned by them, in each case, free and clear of all mortgages, pledges, liens, security interests, claims, restrictions or encumbrances of any kind, except (i) as otherwise stated in the Final Memorandum or (ii) those which do not, singly or in the aggregate, materially affect the value of such property and do not interfere with the use made and proposed to be made of such property by the Company or any of its subsidiaries. All of the leases and subleases material to the business of (1) the Company and its subsidiaries, taken as a whole, and (2) Arch Western and its subsidiaries, taken as a whole, and under which the Company or any of its subsidiaries holds properties described in the Final Memorandum, are in full force and effect, and neither the Company nor any of its subsidiaries has received any notice of any material claim of any sort that has been asserted by anyone adverse to the rights of the Company or any of its subsidiaries under any of the leases or subleases mentioned above, or affecting or questioning the rights of the Company or such subsidiary of the continued possession of the leased or subleased premises under any such lease or sublease.

(jj) Except as otherwise stated in the Final Memorandum and except as would not, singly or in the aggregate, result in a Material Adverse Effect, (i) neither the Company nor any of its subsidiaries is in violation of any federal, state, local or foreign statute, law, rule, regulation, ordinance, code, policy or rule of common law or any judicial or administrative interpretation thereof including any judicial or administrative order, consent, decree or judgment, relating to pollution or protection of human health, the environment (including, without limitation, ambient air, surface water, groundwater, land surface or subsurface strata) or wildlife, including, without limitation, laws and regulations relating to the release or threatened release of chemicals, pollutants, contaminants, wastes, toxic substances, hazardous substances, petroleum or petroleum products (collectively, "Hazardous Materials") or to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Materials (collectively, "Environmental Laws"), (ii) neither the Company nor any of its subsidiaries fails to possess any permit, authorization or approval required under any applicable Environmental Laws or to be in compliance with their requirements, (iii) there are no pending or threatened administrative, regulatory or judicial actions, suits, demands, demand letters, claims, liens, notices of noncompliance or violation, investigation or proceedings relating to any Environmental Law against the Company or any of its subsidiaries and (iv) there are no events or circumstances that might reasonably be expected to form the basis of an order for clean-up or remediation, or an action, suit or proceeding by any private party or governmental body or

agency, against or affecting the Company or any of its subsidiaries relating to Hazardous Materials or any Environmental Laws.

(kk) The consolidated historical financial statements and schedules of (i) the Company and its consolidated subsidiaries, (ii) Arch Western and its consolidated subsidiaries, (iii) Canyon Fuel and (iv) Vulcan Coal Holdings, L.L.C. ("Vulcan") and its consolidated subsidiaries included in the Final Memorandum present fairly in all material respects the financial condition, results of operations and cash flows of the Company, Arch Western, Canyon Fuel and Vulcan respectively, as of the dates and for the periods indicated, comply as to form with the applicable accounting requirements of the Act and have been prepared in conformity with generally accepted accounting principles applied on a consistent basis throughout the periods involved (except as otherwise noted therein); the selected financial data set forth under the captions "Arch Western Selected Consolidated Financial and Operating Data" and "Arch Coal Selected Consolidated Financial and Operating Data" in the Final Memorandum fairly present, on the basis stated in the Final Memorandum, the information included therein; the pro forma financial statements included in the Final Memorandum include assumptions that provide a reasonable basis for presenting the significant effects directly attributable to the transactions and events described therein, the related pro forma adjustments give appropriate effect to those assumptions, and the pro forma adjustments reflect the proper application of those adjustments to the historical financial statement amounts in the pro forma financial statements included in the Final Memorandum; the pro forma financial statements included in the Final Memorandum comply as to form in all material respects with the applicable accounting requirements of Regulation S-X under the Act; and the pro forma adjustments have been properly applied to the historical amounts in the compilation of those statements.

(ll) (i) Ernst & Young LLP, who have certified certain audited financial statements of (1) the Company and its consolidated subsidiaries, (2) Arch Western and its consolidated subsidiaries and (3) Canyon Fuel and delivered their reports with respect to the audited consolidated financial statements and schedules of the Company, Arch Western and Canyon Fuel, respectively, included in the Final Memorandum, are independent public accountants with respect to the Company, Arch Western, and Canyon Fuel within the meaning of the Act and (ii) PricewaterhouseCoopers LLP, who have certified certain audited financial statements of Vulcan and its consolidated subsidiaries and delivered their report with respect to the audited consolidated financial statements and schedules of Vulcan included in the Final Memorandum, are independent public accountants with respect to Vulcan under Rule 101 of AICPA's Code of Professional Conduct.

(mm) There are no stamp or other issuance or transfer taxes or duties or other similar fees or charges under federal law or the laws of any state, or any political subdivision thereof, required to be paid in connection with the execution and delivery of this Agreement or the issuance or sale by the Issuer and the Guarantors of the Securities.

(nn) Each of the Company and its subsidiaries has filed all foreign, federal, state and local tax returns that are required to be filed or has requested extensions thereof except in any case in which the failure so to file would not have a Material Adverse Effect and except as set forth in or contemplated in the Final Memorandum (exclusive of any amendment or supplement thereto) and has paid all taxes required to be paid by it and any other assessment, fine or penalty levied against it, to the extent that any of the foregoing is due and payable, except

for any such assessment, fine or penalty that is currently being contested in good faith or as would not have a Material Adverse Effect and except as set forth in or contemplated in the Final Memorandum (exclusive of any amendment or supplement thereto).

(oo) The Company and each of its subsidiaries are insured by insurers of recognized financial responsibility against such losses and risks and in such amounts as are prudent and customary in the businesses in which they are engaged; all policies of insurance and fidelity or surety bonds insuring the Company, or any of its subsidiaries or their respective businesses, assets, employees, officers and directors are in full force and effect; the Company and its subsidiaries are in compliance with the terms of such policies and instruments in all material respects; and there are no claims by the Company or any of its subsidiaries under any such policy or instrument as to which any insurance company is denying liability or defending under a reservation of rights clause; neither the Company nor any such subsidiary has been refused any insurance coverage sought or applied for; and neither the Company nor any such subsidiary has any reason to believe that it will not be able to renew its existing insurance coverage as and when such coverage expires or to obtain similar coverage from similar insurers as may be necessary to continue its business at a cost that would not have a Material Adverse Effect, except as set forth in or contemplated in the Final Memorandum (exclusive of any amendment or supplement thereto).

(pp) No subsidiary of the Company and no subsidiary of Arch Western is currently prohibited, directly or indirectly, from paying any dividends to the Company or Arch Western, as the case may be, from making any other distribution on such subsidiary's capital stock, from repaying to the Company or Arch Western, as the case may be, any loans or advances to such subsidiary from the Company or Arch Western, as the case may be, or from transferring any of such subsidiary's property or assets to the Company or Arch Western, as the case may be, or any other subsidiary of the Company or Arch Western, as the case may be, except as described in or contemplated by the Final Memorandum (exclusive of any amendment or supplement thereto).

(qq) The Company, Arch Western, and each of their respective subsidiaries, maintain a system of internal accounting controls sufficient to provide reasonable assurance that (i) transactions are executed in accordance with management's general or specific authorizations; (ii) transactions are recorded as necessary to permit preparation of financial statements in conformity with generally accepted accounting principles and to maintain asset accountability; (iii) access to assets is permitted only in accordance with management's general or specific authorization; and (iv) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences.

(rr) Each of the Company and its subsidiaries has fulfilled its obligations, if any, under the minimum funding standards of Section 302 of the United States Employee Retirement Income Security Act of 1974, as amended ("ERISA"), and the regulations and published interpretations thereunder with respect to each "plan" (as defined in Section 3(3) of ERISA and such regulations and published interpretations) in which employees of the Company and its subsidiaries are eligible to participate and each such plan is in compliance in all material respects with the presently applicable provisions of ERISA and such regulations and published interpretations; the Company and its subsidiaries have not incurred any unpaid liability to the

Pension Benefit Guaranty Corporation (other than for the payment of premiums in the ordinary course) or to any such plan under Title IV of ERISA.

Any certificate signed by any officer of the Issuer or any Guarantor and delivered to the Representatives or counsel for the Initial Purchasers in connection with the offering of the Securities shall be deemed a representation and warranty by the Issuer or such Guarantor, as to matters covered thereby, to each Initial Purchaser.

2. Purchase and Sale. Subject to the terms and conditions and in reliance upon the representations and warranties herein set forth, the Issuer agrees to sell to each Initial Purchaser, and each Initial Purchaser agrees, severally and not jointly, to purchase from the Issuer, at a purchase price of 102.916875% of the principal amount thereof, plus accrued interest from July 1, 2004 to the Closing Date, the principal amount of Securities set forth opposite such Initial Purchaser's name in Schedule I hereto.

3. Delivery and Payment. Delivery of and payment for the Securities shall be made at 10:00 A.M., New York City time, on October 22, 2004, or at such time on such later date (not later than October 29, 2004) as the Representatives shall designate, which date and time may be postponed by agreement between the Representatives and the Company or as provided in Section 9 hereof (such date and time of delivery and payment for the Securities being herein called the "Closing Date"). Delivery of the Securities shall be made to the Representatives for the respective accounts of the several Initial Purchasers against payment by the several Initial Purchasers through the Representatives of the purchase price thereof to or upon the order of Arch Western by wire transfer payable in same-day funds to the account specified by Arch Western. Delivery of the Securities shall be made through the facilities of The Depository Trust Company unless the Representatives shall otherwise instruct.

4. Offering by Initial Purchasers. Each Initial Purchaser, severally and not jointly, represents and warrants to and agrees with each of the Issuer and the Guarantors that:

(a) It has not offered or sold, and will not offer or sell, any Securities except (i) to those it reasonably believes to be qualified institutional buyers (as defined in Rule 144A under the Act) and that, in connection with each such sale, it has taken or will take reasonable steps to ensure that the purchaser of such Securities is aware that such sale is being made in reliance on Rule 144A or (ii) in accordance with the restrictions set forth in Exhibit A hereto.

(b) Neither it nor any person acting on its behalf has made or will make offers or sales of the Securities in the United States by means of any form of general solicitation or general advertising (within the meaning of Regulation D) in the United States.

5. Agreements. Each of the Issuer, the Company and the Guarantors, jointly and severally, agrees with each Initial Purchaser that:

(a) The Issuer, the Company and the Guarantors will furnish to each Initial Purchaser and to counsel for the Initial Purchasers, without charge, during the period referred to in paragraph (c) below, as many copies of the Final Memorandum and any amendments and supplements thereto as they may reasonably request.

(b) The Issuer, the Company and the Guarantors will not amend or supplement the Final Memorandum without the prior written consent of the Representatives.

(c) If at any time prior to the completion of the sale of the Securities by the Initial Purchasers (as determined by the Representatives), any event occurs as a result of which the Final Memorandum, as then amended or supplemented, would include any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, or if it should be necessary to amend or supplement the Final Memorandum to comply with applicable law, the Company promptly (i) will notify the Representatives of any such event; (ii) subject to the requirements of paragraph (b) of this Section 5, will prepare an amendment or supplement that will correct such statement or omission or effect such compliance; and (iii) will supply any supplemented or amended Final Memorandum to the several Initial Purchasers and counsel for the Initial Purchaser without charge in such quantities as they may reasonably request.

(d) The Issuer, the Company and the Guarantors will arrange, if necessary, for the qualification of the Securities for sale by the Initial Purchasers under the laws of such jurisdictions as the Initial Purchasers may designate and will maintain such qualifications in effect so long as required for the sale of the Securities; provided that in no event shall the Issuer, the Company and the Guarantors be obligated to qualify to do business in any jurisdiction where it is not now so qualified or to take any action that would subject it to service of process in suits, other than those arising out of the offering or sale of the Securities, in any jurisdiction where it is not now so subject. The Company will promptly advise the Representatives of the receipt by the Issuer, the Company or any Guarantor of any notification with respect to the suspension of the qualification of the Securities for sale in any jurisdiction or the initiation or threatening of any proceeding for such purpose.

(e) The Issuer, the Company and the Guarantors will not, and will not permit any of their respective Affiliates to, resell any Securities that have been acquired by any of them.

(f) Neither the Issuer, nor the Company, nor any Guarantor, nor any of their respective Affiliates, nor any person acting on their behalf will, directly or indirectly, make offers or sales of any security, or solicit offers to buy any security, under circumstances that would require the registration of the Securities under the Act.

(g) Neither the Issuer, nor the Company, nor any Guarantor, nor any of their respective Affiliates, nor any person acting on its or their behalf will engage in any form of general solicitation or general advertising (within the meaning of Regulation D) in connection with any offer or sale of the Securities in the United States.

(h) So long as any of the Securities are "restricted securities" within the meaning of Rule 144(a)(3) under the Act, each of the Company and Arch Western will, unless it becomes subject to and complies with Section 13 or 15(d) of the Exchange Act, provide to each holder of such restricted securities and to each prospective purchaser (as designated by such holder) of such restricted securities, upon the request of such holder or prospective purchaser, any information required to be provided by Rule 144A(d)(4) under the Act. This covenant is intended to be for the benefit of the holders, and the prospective purchasers designated by such holders, from time to time of such restricted securities.

(i) Neither the Issuer, nor the Company, nor any Guarantor, nor any of their respective Affiliates, nor any person acting on their behalf will engage in any directed selling efforts with respect to the Securities, and each of them will comply with the offering restrictions requirement of Regulation S. Terms used in this paragraph have the meanings given to them by Regulation S.

(j) Each of the Issuer and the Guarantors will cooperate with the Representatives and use its best efforts to permit the Securities to be eligible for clearance and settlement through The Depository Trust Company.

(k) The Company and Arch Western will not for a period of 60 days following the Execution Time, without the prior written consent of Citigroup Global Markets Inc., offer, sell, or otherwise dispose of (or enter into any transaction which is designed to, or might reasonably be expected to, result in the disposition (whether by actual disposition or effective economic disposition due to cash settlement or otherwise) by the Company or Arch Western or any Affiliate of the Company or Arch Western; or any person in privity with the Company or Arch Western or any Affiliate of the Company or Arch Western), directly or indirectly, or announce the offering of, any debt securities issued or guaranteed by the Company or Arch Western or its subsidiaries (other than the Securities).

(l) Each of the Issuer, the Company and the Guarantors will not take, directly or indirectly, any action designed to or which has constituted or which might reasonably be expected to cause or result, under the Exchange Act or otherwise, in stabilization or manipulation of the price of any security of the Company to facilitate the sale or resale of the Securities.

(m) Each of the Issuer, the Company and the Guarantors, jointly and severally, agrees to pay the costs and expenses relating to the following matters: (i) the preparation of the Indenture and the Registration Rights Agreement, the issuance of the Securities and the fees of the Trustee; (ii) the preparation, printing or reproduction of the Preliminary Memorandum and Final Memorandum and each amendment or supplement to either of them; (iii) the printing (or reproduction) and delivery (including postage, air freight charges and charges for counting and packaging) of such copies of the Preliminary Memorandum and Final Memorandum, and all amendments or supplements to either of them, as may, in each case, be reasonably requested for use in connection with the offering and sale of the Securities; (iv) the preparation, printing, authentication, issuance and delivery of certificates for the Securities, including any stamp or transfer taxes in connection with the original issuance and sale of the Securities; (v) the printing (or reproduction) and delivery of this Agreement, any blue sky memorandum and all other agreements or documents printed (or reproduced) and delivered in connection with the offering of the Securities; (vi) any registration or qualification of the Securities for offer and sale under the securities or blue sky laws of the several states (including filing fees and the reasonable fees and expenses of counsel for the Initial Purchasers relating to such registration and qualification and preparation of a blue sky memorandum); (vii) admitting the Securities for trading in the PORTAL Market; (viii) the transportation and other expenses incurred by or on behalf of the Company's and Arch Western's representatives in connection with presentations to prospective purchasers of the Securities; (ix) the fees and expenses of the Issuer's, Company's and Guarantors' accountants and the fees and expenses of counsel (including local and special counsel) for the Issuer, the Company and the Guarantors and (x) all other costs and expenses incident to the performance by the Issuer and the Guarantors of their obligations hereunder.

6. Conditions to the Obligations of the Initial Purchasers. The obligations of the Initial Purchasers to purchase the Securities shall be subject to the accuracy of the representations and warranties on the part of the Issuer, the Company and the Guarantors contained herein at the Execution Time, the Closing Date and any settlement date pursuant to Section 3 hereof, to the accuracy of the statements of the Issuer, the Company and the Guarantors made in any certificates pursuant to the provisions hereof, to the performance by the Issuer, the Company and the Guarantors of their obligations hereunder and to the following additional conditions:

(a) The Company shall have requested and caused Robert G. Jones, Vice President - Law and General Counsel of the Company, to furnish to the Representatives his opinion dated the Closing Date and addressed to the Representatives, to the effect that: (i) the Company is duly qualified as a foreign corporation to transact business and is in good standing in each jurisdiction in which such qualification is required, whether by reason of the ownership or leasing of property or the conduct of business, except where the failure to so qualify or be in good standing would not result in a Material Adverse Effect;

(ii) the shares of issued and outstanding capital stock of the Company have been duly authorized and validly issued by the Company and are fully paid and non-assessable, and none of such shares of capital stock was issued in violation of preemptive or other similar rights of any securityholder of the Company.

(iii) each of Arch Western, the Subsidiary Guarantors and the Subsidiaries of the Company (other than Arch Western) has been duly incorporated or organized, as applicable, and is validly existing as a corporation or limited liability company, as applicable, in good standing under the laws of the jurisdiction in which it was organized, with full corporate or other power and authority to own, lease and operate its properties and to conduct its business as described in the Final Memorandum and is duly qualified to transact business and is in good standing in each jurisdiction in which such qualification is required, whether by reason of the ownership or leasing of property or the conduct of business, except where the failure to so qualify or be in good standing would not result in a Material Adverse Effect. Except as otherwise described in the Final Memorandum, all of the issued and outstanding capital stock or membership interests of each of Arch Western and the Subsidiary Guarantors, the Subsidiaries of the Company (other than Arch Western) has been duly authorized and is validly issued, fully paid and non-assessable and, to the best of his knowledge and other than as set forth in the Offering Memorandum, is owned by the Company, directly or through subsidiaries, free and clear of any security interest, mortgage, pledge, lien, encumbrance, claim or equity. None of the outstanding shares of capital stock or membership interests, as applicable, of each of Arch Western, the Subsidiary Guarantors and the Subsidiaries of the Company (other than Arch Western) was issued in violation of preemptive or other similar rights of any securityholder of such Subsidiary.

(iv) the authorized, issued and outstanding shares of capital stock and members' equity, as applicable, of the Company and Arch Western, respectively, is as set forth in the column entitled "Actual" under the caption "Capitalization" in the Final

Memorandum (except, with respect to the Company, for subsequent issuances thereof, if any, pursuant to reservations, agreements or employee benefit plans referred to in the Final Memorandum or pursuant to the exercise of convertible securities or options referred to in the Final Memorandum).

(v) neither the Company nor any of its subsidiaries is in violation of its charter or by-laws, and no default by the Company or any of its subsidiaries exists in the due performance or observance of any material obligation, agreement, covenant or condition contained in any contract, indenture, mortgage, loan agreement, note, lease or other agreement or instrument that is described or referred to in the Final Memorandum or filed or incorporated by reference as an exhibit to the Company's annual report on Form 10-K for the year ended December 31, 2003 as filed with the Commission on March 8, 2004. Except as set forth in the Final Memorandum, to the best of his knowledge, there are no options, warrants or other rights to purchase, agreements or other obligations to issue, or rights to convert any obligations into or exchange any securities for, shares of capital stock or ownership interests in the Company or any of its subsidiaries.

(vi) the execution, delivery and performance of this Agreement, the Indenture, the Registration Rights Agreement, the Pledge Agreement and any other agreement or instrument entered into or issued or to be entered into or issued by the Issuer, the Company or any Guarantor in connection with the transactions contemplated in this Agreement, the Indenture, the Registration Rights Agreement, the Pledge Agreement, the Notes, the Guarantees and the Final Memorandum and the consummation of the transactions contemplated hereunder and thereunder (including the issuance and sale of the Securities and the use of the proceeds from the sale of the Securities as described under the caption "Use of Proceeds") and compliance by each of the Issuer, the Company and the Guarantors with its obligations hereunder and thereunder does not and will not, whether with or without the giving of notice or passage of time or both, conflict with or constitute a breach of, or default or Repayment Event under or result in the creation or imposition of any lien, charge or encumbrance upon any assets, properties or operations of the Company or any of its subsidiaries pursuant to any contract, indenture, mortgage, deed of trust, loan or credit agreement, note, lease or any other agreement or instrument to which the Company or any of its subsidiaries is a party or by which it or any of them may be bound, or to which any of the assets, properties or operations of the Company or any of its subsidiaries is subject (except for such conflicts, breaches or defaults or liens, charges or encumbrances that would not have a Material Adverse Effect), nor will such action result in any violation of the provisions of the charter or by-laws of the Company or any of its subsidiaries, or any applicable law, statute, rule, regulation, judgment, order, writ or decree, known to me, of any government, government instrumentality or court, domestic or foreign, having jurisdiction over the Company or any of its subsidiaries or any of their respective properties, assets or operations.

(vii) to the best of his knowledge, there is not pending or threatened any action, suit, proceeding, inquiry or investigation to which the Company or any of its subsidiaries is a party or to which the assets, properties or operations of the Company or any of its subsidiaries is subject, before or by any court or governmental agency or body, domestic or foreign, which might reasonably be expected to result in a Material Adverse Effect or which might reasonably be expected to materially and adversely affect the assets,

properties or operations thereof or the consummation of the transactions contemplated under this Agreement, the Indenture, the Registration Rights Agreement, the Pledge Agreement, the Notes, the Guarantees and the Final Memorandum or the performance by the Company of its obligations thereunder.

(viii) The information in the Annual Report on Form 10-K of the Company for the year ended December 31, 2003 under "Legal Proceedings" and incorporated by reference in the Final Memorandum, to the extent that it constitutes a summary of legal matters, legal proceedings, or legal conclusions, is correct in all material respects.

(ix) All descriptions in the Final Memorandum of contracts and other documents to which the Company or its subsidiaries are a party are accurate in all material respects.

Robert G. Jones shall also state that nothing has come to his attention that causes him to believe that the Final Memorandum, (except for financial statements and schedules and other financial data included or incorporated by reference therein or omitted therefrom, as to which he need make no statement), at the Execution Time and on the Closing Date, included or includes an untrue statement of a material fact or omitted or omits to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(b) The Company shall have requested and caused Kirkpatrick & Lockhart, LLP, counsel for the Company, to furnish to the Representatives its opinion, dated the Closing Date and addressed to the Representatives, to the effect that:

(i) the Company, Arch Western, the Issuer and each Subsidiary Guarantor has been duly incorporated or organized, as applicable, and is validly existing as a corporation or limited liability company, as applicable, in good standing under the laws of the State of Delaware, with full corporate or limited liability company power and authority to own or lease, as the case may be, and to operate its properties and conduct its business as described in the Final Memorandum, to the extent so described therein.

(ii) the Purchase Agreement has been duly authorized, executed and delivered by the Issuer, the Company, Arch Western and each Subsidiary Guarantor.

(iii) the Indenture has been duly authorized, executed and delivered by each of the Issuer, Arch Western and the Subsidiary Guarantors, and, assuming due authorization, execution and delivery thereof by the Trustee, constitutes a valid and binding obligation of the Issuer, Arch Western and each Subsidiary Guarantor, enforceable against the Issuer, Arch Western and each Subsidiary Guarantor in accordance with its 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)).

(iv) the Notes have been duly authorized, executed and delivered and, when authenticated in accordance with the provisions of the Indenture and delivered to and

paid for by the Initial Purchasers under this Agreement, will constitute a valid and binding obligation of the Issuer, entitled to the benefits set forth in the Indenture (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)).

(v) each Guarantee has been duly authorized, executed and delivered and constitutes a valid and binding obligation of Arch Western or the Subsidiary Guarantor party thereto, as applicable (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)).

(vi) the Registration Rights Agreement has been duly authorized, executed and delivered and constitutes a valid and binding obligation of the Issuer, Arch Coal, Arch Western and each Subsidiary Guarantor (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) and except as rights to indemnification or contribution thereunder may be limited by federal or state securities laws or the public policy underlying such laws).

(vii) the Pledge Agreement has been duly authorized, executed and delivered by Arch Western and, assuming due authorization, execution and delivery thereof by the Trustee, constitutes a valid and binding obligation of Arch Western (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)).

(viii) the Company Notes have been duly authorized, executed and delivered by the Company and constitute a valid and binding obligation of the Company (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)

(ix) the security interest in the Company Notes granted to the Trustee pursuant to the Pledge Agreement, for the benefit the Holders, as defined in the Indenture, was perfected upon the Trustee taking possession of the Company Notes in New York. Assuming that the Trustee has taken and is retaining possession of the Company Notes and the Trustee has taken the Company Notes in good faith without notice (actual or constructive) of any adverse claim within the meaning of the UCC, there has been created under the Pledge Agreement, and there has been granted to the Trustee for the benefit of

the Holders, a valid and perfected first priority security interest in the Company Notes to the extent a security interest may be obtained by possession under the UCC.

(x) the statements set forth under the headings "Description of the Notes" and "Exchange Offer; Registration Rights" in the Final Memorandum, insofar as such statements purport to summarize certain provisions of the Notes, the Indenture and the Registration Rights Agreement, provide a fair summary of such provisions.

(xi) the statements in the Final Memorandum under the headings "Governing Documents and Certain Other Agreements", "Important Federal Income Tax Considerations" and "ERISA Considerations" fairly summarize the matters therein described.

(xii) the execution and delivery by the Issuer, Arch Coal, Arch Western and each Subsidiary Guarantor of the Transaction Documents to which it is a party, and the performance by the Issuer, Arch Coal, Arch Western and each Subsidiary Guarantor of its respective obligations under the Transaction Documents to which it is a party, do not violate Arch Coal's Amended and Restated Certificate of Incorporation and Bylaws or the respective Certificates of Formation and Limited Liability Company Agreements of the Issuer, Arch Western or any Subsidiary Guarantor.

(xiii) the Issuer, Arch Coal, Arch Western and each Subsidiary Guarantor each (a) have the corporate or limited liability company power and authority to execute, deliver and perform its respective obligations under the Transaction Documents to which it is a party, (b) has taken all corporate or other action necessary to authorize the execution and delivery of and performance of its obligations under the Transaction Documents to which it is a party and (c) has duly executed each Transaction Document to which it is a party.

(xiv) the execution and delivery by the Issuer, Arch Coal, Arch Western and each Subsidiary Guarantor of the Transaction Documents to which it is a party, and the performance by the Issuer, Arch Coal, Arch Western and each Subsidiary Guarantor of its obligations under the Transaction Documents to which it is a party, do not (a) breach or constitute a default or an event which, with the giving of notice or the passage of time or both, would constitute a default of the Issuer, Arch Coal, Arch Western or any Subsidiary Guarantor under the express terms of any contract, indenture, mortgage, deed of trust, loan or credit agreement, note, lease or any other agreement or instrument to which the Issuer, Arch Coal, Arch Western or any Subsidiary Guarantor is a party or by which any of them may be bound, or to which any of the assets, properties or operations of any of them is subject, that has been listed as an exhibit to the most recent Annual Report on Form 10-K of the Company or subsequent filings of the Company with the Commission under Section 13 of the Exchange Act (except for such conflicts, breaches or defaults or liens, charges or encumbrances that will not have a Material Adverse Effect) nor will such action result in any violation of the provisions of the Amended and Restated Certificate of Incorporation and Bylaws of Arch Coal or the respective Certificates of Formation and Limited Liability Company Agreements of the Issuer, Arch Western or any Subsidiary Guarantors or (assuming compliance with the securities or blue sky laws of the various states, and provided that we express no opinion with respect to the

provisions of Section 8 of the Purchase Agreement) any applicable law, statue, rule, regulation, judgment, order, writ or decree, known to such counsel, of any government, government instrumentality or court, domestic or foreign, having jurisdiction over Arch Coal, the Issuer, Arch Western and the Subsidiary Guarantors or any of their assets.

(xv) the execution and delivery by the Issuer, Arch Coal, Arch Western and each Subsidiary Guarantor of the Transaction Documents to which it is a party, and the performance by the Issuer, Arch Coal, Arch Western and each Subsidiary Guarantor of its respective obligations under the Transaction Documents to which it is a party, do not require the Issuer, Arch Coal, Arch Western or any Subsidiary Guarantor to obtain any consent, approval, authorization, filing with or order of any court or governmental agency or body in connection with the transactions contemplated by the Transaction Documents, except such as will be obtained under the Act, the Trust Indenture Act, and as may be required under the blue sky or securities laws of any jurisdiction in connection with the purchase and sale of the Notes by the Initial Purchasers in the manner contemplated in the Purchase Agreement, the Final Memorandum and the Registration Rights Agreement and such other approvals and filings as have been previously obtained or made and in full force and effect.

(xvi) the documents of the Company incorporated by reference in the Final Memorandum, as described in the Final Memorandum under the heading "Where You Can Find More Information" (other than the financial statements and supporting schedules and other financial and statistical data included therein or omitted therefrom, as to which we express no opinion), when they were filed with the Commission, complied as to form in all material respects with the requirements of the Exchange Act.

(xvii) neither the Issuer nor any Subsidiary Guarantor is, and upon the issuance and sale of the Securities as contemplated by the Transaction Documents and the application of the net proceeds therefrom as described in the Final Memorandum will be, an "investment company" or an entity "controlled" "by an investment company", as such terms are defined in the Investment Company Act.

(xviii) assuming the accuracy of the representations and warranties and compliance with the agreements contained herein, no registration of the Securities under the Act, and no qualification of an indenture under the Trust Indenture Act, are required for the offer and sale by the Initial Purchasers of the Securities in the manner contemplated by the Purchase Agreement.

Such counsel shall also state that while it is not opining as to factual matters and is not passing upon and does not assume any responsibility for the accuracy, completeness or fairness of the information included in the Final Memorandum and assumes the correctness and completeness of the information included in the Final Memorandum and has made no independent investigation or verification of such information, except as set forth in paragraphs (x) and (xi) above, that on the basis of its review of the Final Memorandum and its participation in its preparation, nothing has come to its attention that causes it to believe that the Final Memorandum (except for financial statements and supporting schedules and other financial and reserve data included therein or omitted therefrom, as to which it need not make any statement) at the Execution Time and the Closing Time included an untrue statement of a material fact or

omitted to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

In rendering such opinion, such counsel may rely (A) as to matters involving the application of laws of any jurisdiction other than the State of Delaware, the State of New York or the Federal laws of the United States, to the extent they deem proper and specified in such opinion, upon the opinion of other counsel of good standing whom they believe to be reliable and who are satisfactory to counsel for the Initial Purchasers; and (B) as to matters of fact, to the extent they deem proper, on certificates of responsible officers of the Company and public officials. References to the Final Memorandum in Section 6(a) and Section (b) include any amendment or supplement thereto at the Closing Date.

(c) The Representatives shall have received from Shearman & Sterling LLP, counsel for the Initial Purchasers, such opinion or opinions, dated the Closing Date and addressed to the Representatives, with respect to the issuance and sale of the Securities, the Indenture, the Registration Rights Agreement, the Final Memorandum (as amended or supplemented at the Closing Date) and other related matters as the Representatives may reasonably require, and the Company shall have furnished to such counsel such documents as they request for the purpose of enabling them to pass upon such matters.

(d) The Company shall have furnished to the Representatives a certificate of the Company, signed by the Chief Executive Officer and the Chief Financial Officer of the Company, dated the Closing Date, to the effect that the signers of such certificate have carefully examined the Final Memorandum, any amendment or supplement to the Final Memorandum and this Agreement and that:

(i) the representations and warranties of each of the Issuer and the Guarantors in this Agreement are true and correct in all material respects on and as of the Closing Date with the same effect as if made on the Closing Date, and the Company has complied with all the agreements and satisfied all the conditions on its part to be performed or satisfied hereunder at or prior to the Closing Date; and

(ii) since the date of the most recent financial statements included in the Final Memorandum (exclusive of any amendment or supplement thereto), there has been no material adverse change in the condition (financial or otherwise), prospects, earnings, business or properties of (A) the Company and its subsidiaries, taken as a whole, or (B) Arch Western and its subsidiaries, taken as a whole, whether or not arising from transactions in the ordinary course of business, except as set forth in or contemplated by the Final Memorandum (exclusive of any amendment or supplement thereto).

(e) At the Execution Time and at the Closing Date, the Company shall have requested and caused Ernst & Young LLP to furnish to the Representatives letters, dated respectively as of the Execution Time and as of the Closing Date, in form and substance satisfactory to the Representatives, confirming that they are independent accountants within the meaning of the Act and the Exchange Act, that they have performed a review of the unaudited interim consolidated financial information of the Company and Arch Western, respectively, for the six-month period ended June 30, 2004 and as at June 30, 2004, and stating in effect that:

(i) in their opinion the (A) audited financial statements and pro forma financial statements of the Company and (B) audited financial statements of Arch Western, included in the Final Memorandum and reported on by them, comply in form in all material respects with the applicable accounting requirements of the Exchange Act;

(ii) on the basis of a reading of the latest unaudited consolidated financial statements made available by the Company and Arch Western; their limited review in accordance with the standards established under Statement on Auditing Standards No. 100, of the unaudited interim financial information for the six-month period ended June 30, 2004 and as at June 30, 2004; carrying out certain specified procedures (but not an examination in accordance with generally accepted auditing standards) which would not necessarily reveal matters of significance with respect to the comments set forth in such letter; a reading of the minutes of the meetings of the stockholders, directors and members, as applicable, and of the Audit Committee, Finance Committee, Personnel and Compensation Committee and Directors Committee of the Company and its subsidiaries; and inquiries of certain officials of the Company and Arch Western who have responsibility for financial and accounting matters of the Company and its subsidiaries and Arch Western and its subsidiaries, as to transactions and events subsequent to December 31, 2003, nothing came to their attention which caused them to believe that:

(1) any unaudited financial statements included in the Final Memorandum do not comply in form in all material respects with applicable accounting requirements and with the published rules and regulations of the Commission with respect to financial statements included or incorporated in quarterly reports on Form 10-Q under the Exchange Act; and said unaudited financial statements are not in conformity with generally accepted accounting principles applied on a basis substantially consistent with that of the audited financial statements included in the Final Memorandum; or

(2) with respect to the period subsequent to June 30, 2004, there were any changes, at a specified date not more than five days prior to the date of the letter, (i) in the long-term debt of the Company and its subsidiaries or capital stock of the Company or decreases in the stockholders' equity of the Company or net current assets of the Company as compared with the amounts shown on the June 30, 2004 consolidated balance sheet included in the Final Memorandum, or for the period from July 1, 2004 to such specified date there were any decreases, as compared with the corresponding period in the preceding year in income from operations or in total or per share amounts of net income of the Company and its subsidiaries; or (ii) in the long-term debt of Arch Western and its subsidiaries or membership interests of Arch Western or net current assets of Arch Western as compared with amounts shown on the June 30, 2004 consolidated balance sheet included in the Final Memorandum, or for the period from July 1, 2004 to such specified date there were any decreases, as compared with the corresponding period in the proceeding year, in income from operations or in net income of Arch Western and its subsidiaries except in all instances for changes or decreases set forth in the Final Memorandum; or

(3) the information included under the headings "Arch Western Selected Consolidated Financial and Operating Data" and "Arch Coal Selected Consolidated Financial and Operating Data" is not in conformity with the disclosure requirements of Regulation S-K;

(4) on the basis of a reading of the unaudited pro forma financial statements included in the Final Memorandum (the "pro forma financial statements"); carrying out certain specified procedures; inquiries of certain officials of the Company who have responsibility for financial and accounting matters; and proving the arithmetic accuracy of the application of the pro forma adjustments to the historical amounts in the pro forma financial statements, nothing came to their attention which caused them to believe that the pro forma financial statements do not comply as to form in all material respects with the applicable accounting requirements of Rule 11-02 of Regulation S-X or that the pro forma adjustments have not been properly applied to the historical amounts in the compilation of such statements; or

(iii) they have performed certain other specified procedures as a result of which they determined that certain information of an accounting, financial or statistical nature (which is limited to accounting, financial or statistical information derived from the general accounting records of the Company and its subsidiaries) set forth in the Final Memorandum in the Final Memorandum, agrees with the accounting records of the Company and its subsidiaries, excluding any questions of legal interpretation.

References to the Final Memorandum in this Section 6(e) include any amendment or supplement thereto at the date of the applicable letter.

(f) At the Execution Time and at the Closing Date, the Company shall have requested and caused Ernst & Young LLP to furnish to the Representatives letters, dated respectively as of the Execution Time and as of the Closing Date, in form and substance satisfactory to the Representatives, confirming that they are independent accountants within the meaning of the Act and the Exchange Act, that they have performed a review of the unaudited interim consolidated financial information of Canyon Fuel for the six-month period ended June 30, 2004 and as at June 30, 2004, and stating in effect that:

(i) in their opinion the audited financial statements of Canyon Fuel included in the Final Memorandum and reported on by them comply in form in all material respects with the applicable accounting requirements of the Exchange Act;

(ii) on the basis of a reading of the latest unaudited consolidated financial statements made available by Canyon Fuel their limited review in accordance with the standards established under Statement on Auditing Standards No. 100, of the unaudited interim financial information for the six-month period ended June 30, 2004 and as at June 30, 2004; carrying out certain specified procedures (but not an examination in accordance with generally accepted auditing standards) which would not necessarily reveal matters of significance with respect to the comments set forth in such letter; a reading of the minutes of the meetings of the directors; and inquiries of certain officials of Canyon Fuel who have responsibility for financial and accounting matters of Canyon Fuel and its

subsidiaries, as to transactions and events subsequent to December 31, 2003, nothing came to their attention which caused them to believe that:

(1) any unaudited financial statements included in the Final Memorandum do not comply in form in all material respects with applicable accounting requirements and with the published rules and regulations of the Commission with respect to financial statements included or incorporated in quarterly reports on Form 10-Q under the Exchange Act; and said unaudited financial statements are not in conformity with generally accepted accounting principles applied on a basis substantially consistent with that of the audited financial statements included in the Final Memorandum; or

(2) with respect to the period subsequent to June 30, 2004, there were any changes, at a specified date not more than five days prior to the date of the letter, in the long-term debt of Canyon Fuel or decreases in the members' equity of the Canyon Fuel or net current assets of the Canyon Fuel as compared with the amounts shown on the June 30, 2004 consolidated balance sheet included in the Final Memorandum, or for the period from July 1, 2004 to such specified date there were any decreases, as compared with the corresponding period in the preceding year in net revenue, income before extraordinary items or in net income of Canyon Fuel and its subsidiaries; or

(iii) they have performed certain other specified procedures as a result of which they determined that certain information of an accounting, financial or statistical nature (which is limited to accounting, financial or statistical information derived from the general accounting records of the Canyon Fuel and its subsidiaries) set forth in the Final Memorandum in the Final Memorandum, agrees with the accounting records of the Canyon Fuel and its subsidiaries, excluding any questions of legal interpretation.

References to the Final Memorandum in this Section 6(f) include any amendment or supplement thereto at the date of the applicable letter.

(g) At the Execution Time and at the Closing Date, the Company shall have requested and caused PricewaterhouseCoopers LLP to furnish to the Representatives letters, dated respectively as of the Execution Time and as of the Closing Date, in form and substance satisfactory to the Representatives, confirming that they are independent accountants within the meaning of the Act and the Exchange Act, that they have performed a review of the unaudited interim consolidated financial information of Vulcan for the six-month period ended June 30, 2004 and as at June 30, 2004, and stating in effect that:

(i) in their opinion the audited financial statements of Vulcan included in the Final Memorandum and reported on by them comply in form in all material respects with the applicable accounting requirements of the Exchange Act;

(ii) on the basis of a reading of the latest unaudited consolidated financial statements made available by Vulcan; their limited review in accordance with the standards established under Statement on Auditing Standards No. 100, of the unaudited interim financial information for the six-month period ended June 30, 2004 and as at June 30, 2004; carrying out certain specified procedures (but not an examination in accordance

with generally accepted auditing standards) which would not necessarily reveal matters of significance with respect to the comments set forth in such letter; a reading of the minutes of the meetings of the stockholders and directors; and inquiries of certain officials of Vulcan who have responsibility for financial and accounting matters of Vulcan and its subsidiaries, as to transactions and events subsequent to June 30, 2004, nothing came to their attention which caused them to believe that:

(1) any unaudited financial statements included in the Final Memorandum do not comply in form in all material respects with applicable accounting requirements and with the published rules and regulations of the Commission with respect to financial statements included or incorporated in quarterly reports on Form 10-Q under the Exchange Act; and said unaudited financial statements are not in conformity with generally accepted accounting principles applied on a basis substantially consistent with that of the audited financial statements included in the Final Memorandum; or

(2) with respect to the period subsequent to June 30, 2004, there were any changes, at a specified date not more than five days prior to the date of the letter, in the long-term debt of Vulcan and its subsidiaries or capital stock of Vulcan or decreases in the stockholders' equity of the Vulcan or net current assets of the Vulcan as compared with the amounts shown on the June 30, 2004 consolidated balance sheet included in the Final Memorandum, or for the period from July 1, 2004 to such specified date there were any decreases, as compared with the corresponding period in the preceding year in income from operations or in total or per share amounts of net income of Vulcan and its subsidiaries; or

(iii) they have performed certain other specified procedures as a result of which they determined that certain information of an accounting, financial or statistical nature (which is limited to accounting, financial or statistical information derived from the general accounting records of the Vulcan and its subsidiaries) set forth in the Final Memorandum in the Final Memorandum, agrees with the accounting records of the Vulcan and its subsidiaries, excluding any questions of legal interpretation.

References to the Final Memorandum in this Section 6(g) include any amendment or supplement thereto at the date of the applicable letter.

(h) Subsequent to the Execution Time or, if earlier, the dates as of which information is given in the Final Memorandum (exclusive of any amendment or supplement thereto), there shall not have been (i) any change or decrease specified in the letter or letters referred to in paragraphs (e), (f) and (g) of this Section 6; or (ii) any change, or any development involving a prospective change, in or affecting the condition (financial or otherwise), prospects, earnings, business or properties of (i) the Company and its subsidiaries, taken as a whole, or (ii) Arch Western and its subsidiaries, taken as a whole, whether or not arising from transactions in the ordinary course of business, except as set forth in or contemplated in the Final Memorandum (exclusive of any amendment or supplement thereto) the effect of which, in any case referred to in clause (i) or (ii) above, is, in the sole judgment of the Representatives, so material and adverse as to make it impractical or inadvisable to proceed with the offering, sale or delivery of the Securities as contemplated by the Final Memorandum (exclusive of any amendment or supplement thereto).

(i) The Securities shall have been designated as PORTAL-eligible securities in accordance with the rules and regulations of the NASD, and the Securities shall be eligible for clearance and settlement through The Depository Trust Company.

(j) Subsequent to the Execution Time, there shall not have been any decrease in the rating of any of the Company's debt securities or Arch Western's debt securities by any "nationally recognized statistical rating organization" (as defined for purposes of Rule 436(g) under the Act) or any notice given of any intended or potential decrease in any such rating or of a possible change in any such rating that does not indicate the direction of the possible change.

(k) Prior to the Closing Date, the Issuer, the Company and the Guarantors shall have furnished to the Representatives such further consents, waivers, information, certificates and documents as the Representatives may reasonably request.

If any of the conditions specified in this Section 6 shall not have been fulfilled in all material respects when and as provided in this Agreement, or if any of the opinions and certificates mentioned above or elsewhere in this Agreement shall not be in all material respects reasonably satisfactory in form and substance to the Representatives and counsel for the Initial Purchasers, this Agreement and all obligations of the Initial Purchasers hereunder may be canceled at, or at any time prior to, the Closing Date by the Representatives. Notice of such cancellation shall be given to the Company in writing or by telephone or facsimile confirmed in writing.

The documents required to be delivered by this Section 6 will be delivered at the office of counsel for the Initial Purchasers, at Shearman & Sterling LLP, 599 Lexington Avenue, New York, New York 10022-6069, on the Closing Date.

7. Reimbursement of Expenses. If the sale of the Securities provided for herein is not consummated because any condition to the obligations of the Initial Purchasers set forth in Section 6 hereof is not satisfied, because of any termination pursuant to Section 10 hereof or because of any refusal, inability or failure on the part of the Issuer, the Company or any Guarantor to perform any agreement herein or comply with any provision hereof other than by reason of a default by any of the Initial Purchasers, each of the Issuer, the Company and the Guarantors, jointly and severally, agrees that it will reimburse the Initial Purchasers severally through Citigroup Global Markets Inc. on demand for all out-of-pocket expenses (including reasonable fees and disbursements of counsel) that shall have been incurred by them in connection with the proposed purchase and sale of the Securities.

8. Indemnification and Contribution. (a) Each of the Issuer, the Company and the Guarantors, jointly and severally, agrees to indemnify and hold harmless each Initial Purchaser, the affiliates, directors, officers, employees and agents of each Initial Purchaser and each person who controls any Initial Purchaser within the meaning of either the Act or the Exchange Act against any and all losses, claims, damages or liabilities, joint or several, to which they or any of them may become subject under the Act, the Exchange Act or other Federal or state statutory law or regulation, at common law or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon any untrue statement or alleged untrue statement of a material fact contained in the Preliminary Memorandum, the Final Memorandum (or in any supplement or amendment thereto) or any information provided by the Issuer or any Guarantor to any holder or prospective purchaser of

Securities pursuant to Section 5(h), or in any amendment thereof or received by it supplement thereto, or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, and agrees to reimburse each such indemnified party, as incurred, for any legal or other expenses reasonably incurred by them in connection with investigating or defending any such loss, claim, damage, liability or action; provided, however, that neither the Issuer, nor the Company nor any Guarantor will be liable in any such case to the extent that any such loss, claim, damage or liability arises out of or is based upon any such untrue statement or alleged untrue statement or omission or alleged omission made in the Preliminary Memorandum or the Final Memorandum, or in any amendment thereof or supplement thereto, in reliance upon and in conformity with written information furnished to the Issuer, the Company or any Guarantor by or on behalf of any Initial Purchasers through the Representatives specifically for inclusion therein. This indemnity agreement will be in addition to any liability which the Issuer, the Company or any Guarantor may otherwise have.

(b) Each Initial Purchaser severally and not jointly agrees to indemnify and hold harmless the Issuer, the Company and the Guarantors, each of their respective directors, each of their respective officers, and each person who controls the Issuer, the Company or any Guarantor within the meaning of either the Act or the Exchange Act, to the same extent as the foregoing indemnity from each of the Issuer, the Company and the Guarantors to each Initial Purchaser, but only with reference to written information relating to such Initial Purchaser furnished to the Issuer, the Company or any Guarantor by or on behalf of such Initial Purchaser through the Representatives specifically for inclusion in the Preliminary Memorandum or the Final Memorandum (or in any amendment or supplement thereto). This indemnity agreement will be in addition to any liability which any Initial Purchaser may otherwise have. Each of the Issuer, the Company and the Guarantors acknowledges that the statements set forth in the paragraph related to stabilization, syndicate covering transactions and penalty bids on page 141 of the Preliminary Memorandum and the Final Memorandum, constitute the only information furnished in writing by or on behalf of the Initial Purchasers for inclusion in the Preliminary Memorandum or the Final Memorandum (or in any amendment or supplement thereto).

(c) Promptly after receipt by an indemnified party under this Section 8 of notice of the commencement of any action, such indemnified party will, if a claim in respect thereof is to be made against the indemnifying party under this Section 8, notify the indemnifying party in writing of the commencement thereof; but the failure so to notify the indemnifying party (i) will not relieve it from liability under paragraph (a) or (b) above unless and to the extent it did not otherwise learn of such action and such failure results in the forfeiture by the indemnifying party of substantial rights and defenses; and (ii) will not, in any event, relieve the indemnifying party from any obligations to any indemnified party other than the indemnification obligation provided in paragraph (a) or (b) above. The indemnifying party shall be entitled to appoint counsel of the indemnifying party's choice at the indemnifying party's expense to represent the indemnified party in any action for which indemnification is sought (in which case the indemnifying party shall not thereafter be responsible for the fees and expenses of any separate counsel retained by the indemnified party or parties except as set forth below); provided, however, that such counsel shall be satisfactory to the indemnified party. Notwithstanding the indemnifying party's election to appoint counsel to represent the indemnified party in an action, the indemnified party shall have the right to employ separate counsel (including local counsel), and the indemnifying party shall bear the reasonable fees,

costs and expenses of such separate counsel if (i) the use of counsel chosen by the indemnifying party to represent the indemnified party would present such counsel with a conflict of interest; (ii) the actual or potential defendants in, or targets of, any such action include both the indemnified party and the indemnifying party and the indemnified party shall have reasonably concluded that there may be legal defenses available to it and/or other indemnified parties which are different from or additional to those available to the indemnifying party; (iii) the indemnifying party shall not have employed counsel satisfactory to the indemnified party to represent the indemnified party within a reasonable time after notice of the institution of such action; or (iv) the indemnifying party shall authorize the indemnified party to employ separate counsel at the expense of the indemnifying party. An indemnifying party will not, without the prior written consent of the indemnified parties, settle or compromise or consent to the entry of any judgment with respect to any pending or threatened claim, action, suit or proceeding in respect of which indemnification or contribution may be sought hereunder (whether or not the indemnified parties are actual or potential parties to such claim or action) unless such settlement, compromise or consent includes an unconditional release of each indemnified party from all liability arising out of such claim, action, suit or proceeding and does not involve any statement as to or any admission of fault, culpability or failure to act by or on behalf of any indemnified party.

(d) In the event that the indemnity provided in paragraph (a) or (b) of this Section 8 is unavailable to or insufficient to hold harmless an indemnified party for any reason, the Issuer, the Company, the Guarantors and the Initial Purchasers agree to contribute to the aggregate losses, claims, damages and liabilities (including legal or other expenses reasonably incurred in connection with investigating or defending same) (collectively "Losses") to which the Issuer, the Company, the Guarantors and one or more of the Initial Purchasers may be subject in such proportion as is appropriate to reflect the relative benefits received by the Issuer, the Company and the Guarantors, taken as a whole, on the one hand and by the Initial Purchasers on the other from the offering of the Securities; provided, however, that in no case shall any Initial Purchaser (except as may be provided in any agreement among the Initial Purchasers relating to the offering of the Securities) be responsible for any amount in excess of the purchase discount or commission applicable to the Securities purchased by such Initial Purchaser hereunder. If the allocation provided by the immediately preceding sentence is unavailable for any reason, the Issuer, the Company, the Guarantors and the Initial Purchasers shall contribute in such proportion as is appropriate to reflect not only such relative benefits but also the relative fault of the Issuer, the Company and the Guarantor, taken as a whole, on the one hand and of the Initial Purchasers on the other in connection with the statements or omissions which resulted in such Losses, as well as any other relevant equitable considerations. Benefits received by each of the Issuer, the Company and the Guarantors shall be deemed to be equal to the total net proceeds from the offering (before deducting expenses) received by the Issuer, the Company and the Guarantors, taken as a whole, and benefits received by the Initial Purchasers shall be deemed to be equal to the total purchase discounts and commissions. Relative fault shall be determined by reference to, among other things, whether any untrue or any alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information provided by the Issuer, the Company and the Guarantors, taken as a whole, on the one hand or the Initial Purchasers on the other, the intent of the parties and their relative knowledge, access to information and opportunity to correct or prevent such untrue statement or omission. The Issuer, the Company, the Guarantors and the Initial Purchasers agree that it would not be just and equitable if contribution were determined by pro rata allocation or any other method of allocation

which does not take account of the equitable considerations referred to above. Notwithstanding the provisions of this paragraph (d), no person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. For purposes of this Section 8, each person who controls an Initial Purchaser within the meaning of either the Act or the Exchange Act and each affiliate, director, officer, employee and agent of an Initial Purchaser shall have the same rights to contribution as such Initial Purchaser, and each person who controls the Issuer, the Company or any Guarantor within the meaning of either the Act or the Exchange Act and each respective officer and director of each of the Issuer, the Company and the Guarantors shall have the same rights to contribution as each of the Issuer, the Company and the Guarantors, subject in each case to the applicable terms and conditions of this paragraph (d). The Initial Purchasers' obligations in this Section 8 to contribute are several in proportion to their respective underwriting obligations and not joint.

9. Default by an Initial Purchaser. If any one or more Initial Purchasers shall fail to purchase and pay for any of the Securities agreed to be purchased by such Initial Purchaser hereunder and such failure to purchase shall constitute a default in the performance of its or their obligations under this Agreement, the remaining Initial Purchasers shall be obligated severally to take up and pay for (in the respective proportions which the principal amount of Securities set forth opposite their names in Schedule I hereto bears to the aggregate principal amount of Securities set forth opposite the names of all the remaining Initial Purchasers) the Securities which the defaulting Initial Purchaser or Initial Purchasers agreed but failed to purchase; provided, however, that in the event that the aggregate principal amount of Securities which the defaulting Initial Purchaser or Initial Purchasers agreed but failed to purchase shall exceed 10% of the aggregate principal amount of Securities set forth in Schedule I hereto, the remaining Initial Purchasers shall have the right to purchase all, but shall not be under any obligation to purchase any, of the Securities, and if such nondefaulting Initial Purchasers do not purchase all the Securities, this Agreement will terminate without liability to any nondefaulting Initial Purchaser, the Issuer, the Company or any Guarantor. In the event of a default by any Initial Purchaser as set forth in this Section 9, the Closing Date shall be postponed for such period, not exceeding five Business Days, as the Representatives shall determine in order that the required changes in the Final Memorandum or in any other documents or arrangements may be effected. Nothing contained in this Agreement shall relieve any defaulting Initial Purchaser of its liability, if any, to the Issuer, the Company, any Guarantor or any nondefaulting Initial Purchaser for damages occasioned by its default hereunder.

10. Termination. This Agreement shall be subject to termination in the absolute discretion of the Representatives, by notice given to the Company prior to delivery of and payment for the Securities, if at any time prior to such time (i) trading in the Company's securities shall have been suspended by the Commission or the New York Stock Exchange or trading in securities generally on the New York Stock Exchange shall have been suspended or limited or minimum prices shall have been established on such Exchange; (ii) a banking moratorium shall have been declared either by Federal or New York State authorities; or (iii) there shall have occurred any outbreak or escalation of hostilities, declaration by the United States of a national emergency or war or other calamity or crisis the effect of which on financial markets is such as to make it, in the sole judgment of the Representatives, impracticable or inadvisable to proceed with the offering or delivery of the Securities as contemplated by the Final Memorandum (exclusive of any amendment or supplement thereto).

11. Representations and Indemnities to Survive. The respective agreements, representations, warranties, indemnities and other statements of each of the Issuer, the Company, the Guarantors or their respective officers and of the Initial Purchasers set forth in or made pursuant to this Agreement will remain in full force and effect, regardless of any investigation made by or on behalf of the Initial Purchasers or the Issuer, the Company, any Guarantor or any of the officers, directors or controlling persons referred to in Section 8 hereof, and will survive delivery of and payment for the Securities. The provisions of Sections 7 and 8 hereof shall survive the termination or cancellation of this Agreement.

12. Notices. All communications hereunder will be in writing and effective only on receipt, and, if sent to the Representatives, will be mailed, delivered or telefaxed to the Citigroup Global Markets Inc., General Counsel (fax no.: (212) 816-7912) and confirmed to the General Counsel Citigroup Global Markets Inc., at 388 Greenwich Street, New York, New York 10013, Attention: General Counsel; or, if sent to the Issuer, the Company or any Guarantor, will be mailed, delivered or telefaxed and confirmed to it at Arch Coal Inc., CityPlace One, Suite 300, St. Louis, Missouri 63141, Attention: General Counsel (fax no.: (314) 994-2734).

13. Successors. This Agreement will inure to the benefit of and be binding upon the parties hereto and their respective successors and the officers and directors and controlling persons referred to in Section 8 hereof, and, except as expressly set forth in Section 5(h) hereof, no other person will have any right or obligation hereunder.

14. Applicable Law. This Agreement will be governed by and construed in accordance with the laws of the State of New York applicable to contracts made and to be performed within the State of New York.

15. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument.

16. Headings. The section headings used herein are for convenience only and shall not affect the construction hereof.

17. Definitions. The terms which follow, when used in this Agreement, shall have the meanings indicated.

"Act" shall mean the Securities Act of 1933, as amended, and the rules and regulations of the Commission promulgated thereunder.

"Affiliate" shall have the meaning specified in Rule 501(b) of Regulation D.

"Business Day" shall mean any day other than a Saturday, a Sunday or a legal holiday or a day on which banking institutions or trust companies are authorized or obligated by law to close in The City of New York.

"Commission" shall mean the Securities and Exchange Commission.

"Exchange Act" shall mean the Securities Exchange Act of 1934, as amended, and the rules and regulations of the Commission promulgated thereunder.

"Execution Time" shall mean, the date and time that this Agreement is executed and delivered by the parties hereto.

"Investment Company Act" shall mean the Investment Company Act of 1940, as amended, and the rules and regulations of the Commission promulgated thereunder.

"NASD" shall mean the National Association of Securities Dealers, Inc.

"Preferred Return" shall have the meaning ascribed to it in the Limited Liability Company Agreement of Arch Western Resources, LLC, dated as of June 1, 1998, between Delta Housing Corporation and Arch Western Acquisition Corporation.

"Regulation D" shall mean Regulation D under the Act.

"Regulation S" shall mean Regulation S under the Act.

"Repayment Event" shall mean any event or condition which gives the holder of any note, debenture or other evidence of indebtedness (or any person acting on such holder's behalf) the right to require the repurchase, redemption or repayment of all or a portion of such indebtedness by the Company or any of its subsidiaries.

"Subsidiary" shall mean a "significant subsidiary" as such term is defined in Rule 1-02 of Regulation S-X promulgated under the Act (each, a "Subsidiary" and, collectively, the "Subsidiaries")

"subsidiary" of a specified person shall mean an affiliate controlled by such person directly, or indirectly through one or more intermediaries.

"Transaction Documents" shall mean, collectively, this Agreement, the Indenture, the Registration Rights Agreement, the Pledge Agreement and the Company Notes.

"Trust Indenture Act" shall mean the Trust Indenture Act of 1939, as amended, and the rules and regulations of the Commission promulgated thereunder.

If the foregoing is in accordance with your understanding of our agreement, please sign and return to us the enclosed duplicate hereof, whereupon this Agreement and your acceptance shall represent a binding agreement among the Issuer, the Company, the Guarantors and the several Initial Purchasers.

Very truly yours,

ARCH WESTERN FINANCE, LLC

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

ARCH COAL, INC.

By: /s/ JAMES E. FLORCZAK
Name: James E. Florczak
Title: Treasurer

ARCH WESTERN RESOURCES, LLC

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

THUNDER BASIN COAL COMPANY, L.L.C.

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

MOUNTAIN COAL COMPANY, L.L.C.

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

ARCH OF WYOMING, LLC

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

TRITON COAL COMPANY, LLC

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

ARCH WESTERN BITUMINOUS GROUP, LLC

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

The foregoing Agreement is hereby
confirmed and accepted as of the
date first above written.

CITIGROUP GLOBAL MARKETS INC.
J.P. MORGAN SECURITIES INC.
MORGAN STANLEY & CO. INCORPORATED

By: Citigroup Global Markets Inc.

By: /s/ WHITNER MARSHALL

Name: Whitner Marshall
Title: Director

For themselves and the other several
Initial Purchasers named in
Schedule I to the foregoing Agreement.

SCHEDULE I

Initial Purchasers	Principal Amount of Securities to Be Purchased
Citigroup Global Markets Inc.	$ 70,000,000
J.P. Morgan Securities Inc.	70,000,000
Morgan Stanley & Co. Incorporated	35,000,000
PNC Capital Markets, Inc.	20,000,000
Wachovia Capital Markets, LLC	17,500,000
BNP Paribas Securities Corp.	7,500,000
BNY Capital Markets, Inc.	7,500,000
Calyon Securities (USA) Inc.	7,500,000
NatCity Investments, Inc.	7,500,000
Piper Jaffray & Co.	7,500,000
Total	$250,000,000

SCHEDULE II

Subsidiary Guarantors	Jurisdiction of Organization
Arch of Wyoming, LLC	Delaware
Mountain Coal Company, L.L.C.	Delaware
Thunder Basin Coal Company, L.L.C.	Delaware
Triton Coal Company, LLC	Delaware
Arch Western Bituminous Group, LLC	Delaware

EXHIBIT A

Selling Restrictions for Offers and
Sales outside the United States

(1)(a) The Securities have not been and will not be registered under the Act and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons except in accordance with Regulation S under the Act or pursuant to an exemption from the registration requirements of the Act. Each Initial Purchaser represents and agrees that, except as otherwise permitted by Section 4(a) of the Agreement to which this is an exhibit, it has offered and sold the Securities, and will offer and sell the Securities, (i) as part of their distribution at any time; and (ii) otherwise until 40 days after the later of the commencement of the offering and the Closing Date, only in accordance with Rule 903 of Regulation S under the Act. Accordingly, each Initial Purchaser represents and agrees that neither it, nor any of its Affiliates nor any person acting on its or their behalf has engaged or will engage in any directed selling efforts with respect to the Securities, and that it and they have complied and will comply with the offering restrictions requirement of Regulation S. Each Initial Purchaser agrees that, at or prior to the confirmation of sale of Securities (other than a sale of Securities pursuant to Section 4(a) of the Agreement to which this is an exhibit), it shall have sent to each distributor, dealer or person receiving a selling concession, fee or other remuneration that purchases Securities from it during the distribution compliance period a confirmation or notice to substantially the following effect:

> "The Securities covered hereby have not been registered under the U.S. Securities Act of 1933 (the "Act") and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons (i) as part of their distribution at any time or (ii) otherwise until 40 days after the later of the commencement of the offering and [specify closing date of the offering], except in either case in accordance with Regulation S or Rule 144A under the Act. Terms used above have the meanings given to them by Regulation S."

(b) Each Initial Purchaser also represents and agrees that it has not entered and will not enter into any contractual arrangement with any distributor with respect to the distribution of the Securities, except with its Affiliates or with the prior written consent of the Company.

(c) Terms used in this section have the meanings given to them by Regulation S.

(2) Each Initial Purchaser represents and agrees that (i) it has not offered or sold and, prior to the date six months after the date of issuance of the Securities, will not offer or sell any Securities to persons in the United Kingdom except to persons whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or as agent) for the purposes of their businesses or otherwise in circumstances which have not resulted and will not result in an offer to the public in the United Kingdom within the meaning of the Public Offers of Securities Regulations 1995; (ii) it has complied and will comply with all applicable provisions of the Financial Services and Markets Act 2000 ("FMSA") with respect to anything done by it in relation to the Securities in, from or otherwise involving the United

Kingdom; and (iii) it has only communicated and will only communicate or cause to be communicated any invitation or inducement to engage in investment activity (within the meaning of Section 21 of the FMSA) received by it in connection with the issue or sale of any Securities in which Section 21(1) of the FMSA does not apply to the Issuer or the Guarantors.

EXHIBIT 4.1

EXECUTION COPY

ARCH WESTERN FINANCE, LLC

6 3/4% SENIOR NOTES DUE 2013

REGISTRATION RIGHTS AGREEMENT

New York, New York

October 22, 2004

Citigroup Global Markets Inc.
J.P. Morgan Securities Inc.
Morgan Stanley & Co. Incorporated
As Representatives of the Initial Purchasers
c/o Citigroup Global Markets Inc.
388 Greenwich Street
New York, New York 10013

Dear Sirs:

Arch Western Finance, LLC, a limited liability company organized under the laws of Delaware, and Arch of Wyoming, LLC,, a limited liability company organized under the laws of Delaware (each an "Issuer", and together, the "Issuers"), propose to issue and sell to certain purchasers (the "Initial Purchasers"), upon the terms set forth in a Purchase Agreement dated October 19, 2004 (the "Purchase Agreement") relating to the initial placement (the "Initial Placement") of the Issuer's 6 3/4% Senior Notes due 2013 (the "Notes"). The Notes will be fully and unconditionally guaranteed as to payment of principal, premium if any, and interest (the "Guarantees" and together with the Notes hereinafter referred to as the "Securities") by Arch Western Resources, LLC, a limited liability company organized under the laws of Delaware ("Arch Western") and the Subsidiary Guarantors listed in Schedule II to the Purchase Agreement and Arch Western Finance, LLC (collectively, the "Subsidiary Guarantors"). Arch Western and the Subsidiary Guarantors are hereinafter referred to as the "Guarantors". To induce the Initial Purchasers to enter into the Purchase Agreement and to satisfy a condition of your obligations thereunder, each of the Issuers, Arch Coal, Inc., a corporation organized under the laws of Delaware (the "Company"), and the Guarantors, jointly and severally, agrees with you for your benefit and the benefit of the holders from time to time of the Securities (including the Initial Purchasers) (each a "Holder" and, together, the "Holders"), as follows:

1. Definitions. Capitalized terms used herein without definition shall have their respective meanings set forth in the Purchase Agreement. As used in this Agreement, the following capitalized defined terms shall have the following meanings:

"Act" shall mean the Securities Act of 1933, as amended, and the rules and regulations of the Commission promulgated thereunder.

"Affiliate" of any specified Person shall mean any other Person that, directly or indirectly, is in control of, is controlled by, or is under common control with, such specified Person. For purposes of this definition, control of a Person shall mean the power, direct or indirect, to direct or cause the direction of the management and policies of such Person whether by contract or otherwise; and the terms "controlling" and "controlled" shall have meanings correlative to the foregoing.

"Arch Western" shall have the meaning set forth in the preamble hereto.

"Broker-Dealer" shall mean any broker or dealer registered as such under the Exchange Act.

"Business Day" shall mean any day other than a Saturday, a Sunday or a legal holiday or a day on which banking institutions or trust companies are authorized or obligated by law to close in New York City.

"Commission" shall mean the Securities and Exchange Commission.

"Company" shall have the meaning set forth in the preamble hereto.

"Exchange Act" shall mean the Securities Exchange Act of 1934, as amended, and the rules and regulations of the Commission promulgated thereunder.

"Exchange Offer Registration Period" shall mean the one-year period following the consummation of the Registered Exchange Offer, exclusive of any period during which any stop order shall be in effect suspending the effectiveness of the Exchange Offer Registration Statement.

"Exchange Offer Registration Statement" shall mean a registration statement of each of the Issuer and the Guarantors on an appropriate form under the Act with respect to the Registered Exchange Offer, all amendments and supplements to such registration statement, including post-effective amendments thereto, in each case including the Prospectus contained therein, all exhibits thereto and all material incorporated by reference therein.

"Exchanging Dealer" shall mean any Holder (which may include any Initial Purchaser) that is a Broker-Dealer and elects to exchange for New Securities any Securities that it acquired for its own account as a result of market-making activities or other trading activities (but not directly from the Issuer or any Guarantor or any Affiliate of the Issuer or any Guarantor) for New Securities.

"Final Memorandum" shall have the meaning set forth in the Purchase Agreement.

"Guarantors" shall have the meaning set forth in the preamble hereto.

"Holder" shall have the meaning set forth in the preamble hereto.

"Indenture" shall mean the Indenture relating to the Securities, dated as of June 25, 2003, among each of the Issuer, the Guarantors and the Bank of New York, as trustee, as the same may be amended from time to time in accordance with the terms thereof.

"Initial Placement" shall have the meaning set forth in the preamble hereto.

"Initial Purchaser" shall have the meaning set forth in the preamble hereto.

"Issuer" shall have the meaning set forth in the preamble hereto.

"Losses" shall have the meaning set forth in Section 6(d) hereof.

"Majority Holders" shall mean the Holders of a majority of the aggregate principal amount of Securities registered under a Registration Statement.

"Managing Underwriters" shall mean the investment banker or investment bankers and manager or managers that shall administer an underwritten offering.

"New Securities" shall mean debt securities of the Issuers identical in all material respects to the Securities (except that the cash interest and interest rate step-up provisions and the transfer restrictions shall be modified or eliminated, as appropriate) and to be issued under the Indenture or the New Securities Indenture.

"New Securities Indenture" shall mean an indenture among each of the Issuers, the Guarantors and the New Securities Trustee, identical in all material respects to the Indenture (except that the cash interest and interest rate step-up provisions will be modified or eliminated, as appropriate).

"New Securities Trustee" shall mean a bank or trust company reasonably satisfactory to the Initial Purchasers, as trustee with respect to the New Securities under the New Securities Indenture.

"Notes" shall have the meaning set forth in the preamble hereto.

"Prospectus" shall mean the prospectus included in any Registration Statement (including, without limitation, a prospectus that discloses information previously omitted from a prospectus filed as part of an effective registration statement in reliance upon Rule 430A under the Act), as amended or supplemented by any prospectus supplement, with respect to the terms of the offering of any portion of the Securities or the New Securities covered by such Registration Statement, and all amendments and supplements thereto and all material incorporated by reference therein.

"Purchase Agreement" shall have the meaning set forth in the preamble hereto.

"Registered Exchange Offer" shall mean the proposed offer of the Issuers and the Guarantors to issue and deliver to the Holders of the Securities that are not prohibited by any law or policy of the Commission from participating in such offer, in exchange for the Securities, a like aggregate principal amount of the New Securities.

"Registration Statement" shall mean any Exchange Offer Registration Statement or Shelf Registration Statement that covers any of the Securities or the New Securities pursuant to the provisions of this Agreement, any amendments and supplements to such registration statement, including post-effective amendments (in each case including the Prospectus contained therein), all exhibits thereto and all material incorporated by reference therein.

"Securities" shall have the meaning set forth in the preamble hereto.

"Shelf Registration" shall mean a registration effected pursuant to Section 3 hereof.

"Shelf Registration Period" has the meaning set forth in Section 3(b) hereof.

"Shelf Registration Statement" shall mean a "shelf" registration statement of the Issuers and the Guarantors pursuant to the provisions of Section 3 hereof which covers some or all of the Securities or New Securities, as applicable, on an appropriate form under Rule 415 under the Act, or any similar rule that may be adopted by the Commission, amendments and supplements to such registration statement, including post-effective amendments, in each case including the Prospectus contained therein, all exhibits thereto and all material incorporated by reference therein.

"Subsidiary Guarantor" shall have the meaning set forth in the preamble hereto.

"Trustee" shall mean the trustee with respect to the Securities under the Indenture.

"underwriter" shall mean any underwriter of Securities in connection with an offering thereof under a Shelf Registration Statement.

2. (a) Unless prohibited under applicable law or policy of the Commission, the Issuers, the Company and the Guarantors shall prepare and, not later than 90 days following the date hereof (or if such 90th day is not a Business Day, the next succeeding Business Day), the Issuers and the Guarantors shall file with the Commission the Exchange Offer Registration Statement with respect to the Registered Exchange Offer. The Issuers, the Company and the Guarantors shall use their reasonable best efforts to cause the Exchange Offer Registration Statement to become effective under the Act within 180 days of the date hereof (or if such 180th day is not a Business Day, the next succeeding Business Day).

(b) Upon the effectiveness of the Exchange Offer Registration Statement, the Issuers, the Company and the Guarantors shall promptly commence the Registered Exchange Offer, it being the objective of such Registered Exchange Offer to enable each Holder electing to exchange Securities for New Securities (assuming that such Holder is not an Affiliate of the Issuers or any Guarantor, acquires the New Securities in the ordinary course of such Holder's business, has no arrangements with any Person to participate in the distribution of the New Securities and is not prohibited by any law or policy of the Commission from participating in the Registered Exchange Offer) to trade such New Securities from and after their receipt without any limitations or restrictions under the Act and without material restrictions under the securities laws of a substantial proportion of the several states of the United States.

(c) In connection with the Registered Exchange Offer, the Issuers, the Company and the Guarantors shall:

(i) mail to each Holder a copy of the Prospectus forming part of the Exchange Offer Registration Statement, together with an appropriate letter of transmittal and related documents;

(ii) keep the Registered Exchange Offer open for not less than 30 Business Days and not more than 45 Business Days after the date notice thereof is mailed to the Holders (or, in each case, longer if required by applicable law);

(iii) use their reasonable best efforts to keep the Exchange Offer Registration Statement continuously effective under the Act, supplemented and amended as required, under the Act to ensure that it is available for sales of New Securities by Exchanging Dealers during the Exchange Offer Registration Period;

(iv) utilize the services of a depositary for the Registered Exchange Offer with an address in the Borough of Manhattan in New York City, which may be the Trustee, the New Securities Trustee or an Affiliate of either of them;

(v) permit Holders to withdraw tendered Securities at any time prior to the close of business, New York time, on the last Business Day on which the Registered Exchange Offer is open;

(vi) prior to effectiveness of the Exchange Offer Registration Statement, provide a supplemental letter to the Commission (A) stating that the Issuers and the Guarantors are conducting the Registered Exchange Offer in reliance on the position of the Commission in Exxon Capital Holdings Corporation (pub. avail. May 13, 1988), Morgan Stanley and Co., Inc. (pub. avail. June 5, 1991); and (B) including a representation that each of the Issuers and the Guarantors has not entered into any arrangement or understanding with any Person to distribute the New Securities to be received in the Registered Exchange Offer and that, to the best of each of the Issuers' and the Guarantors' information and belief, each Holder participating in the Registered Exchange Offer is acquiring the New Securities in the ordinary course of business and has no arrangement or understanding with any Person to participate in the distribution of the New Securities; and

(vii) comply in all material respects with all applicable laws.

(d) As soon as practicable after the close of the Registered Exchange Offer, the Issuers and the Guarantors shall:

(i) accept for exchange all Securities tendered and not validly withdrawn pursuant to the Registered Exchange Offer;

(ii) deliver to the Trustee for cancellation in accordance with Section 4(s) all Securities so accepted for exchange; and

(iii) cause the New Securities Trustee promptly to authenticate and deliver to each Holder of Securities a principal amount of New Securities equal to the principal amount of the Securities of such Holder so accepted for exchange.

(e) Each Holder hereby acknowledges and agrees that any Broker-Dealer and any such Holder using the Registered Exchange Offer to participate in a distribution of the New Securities (x) could not under Commission policy as in effect on the date of this Agreement rely on the position of the Commission in Morgan Stanley and Co., Inc. (pub. avail. June 5, 1991) and Exxon Capital Holdings Corporation (pub. avail. May 13, 1988), as interpreted in the Commission's letter to Shearman & Sterling dated July 2, 1993 and similar no-action letters; and (y) must comply with the registration and prospectus delivery requirements of the Act in connection with any secondary resale transaction must be covered by an effective registration statement containing the selling security holder information required by Item 507 or 508, as applicable, of Regulation S-K under the Act if the resales are of New Securities obtained by such Holder in exchange for Securities acquired by such Holder directly from the Company or one of its Affiliates. Accordingly, each Holder participating in the Registered Exchange Offer shall be required to represent to the Issuers and the Guarantors that, at the time of the consummation of the Registered Exchange Offer:

(i) any New Securities received by such Holder will be acquired in the ordinary course of business;

(ii) such Holder will have no arrangement or understanding with any Person to participate in the distribution of the Securities or the New Securities within the meaning of the Act; and

(iii) such Holder is not an Affiliate of the Issuers or any Guarantor.

(f) If any Initial Purchaser determines that it is not eligible to participate in the Registered Exchange Offer with respect to the exchange of Securities constituting any portion of an unsold allotment, at the request of such Initial Purchaser, the Issuers, the Company and the Guarantors shall issue and deliver to such Initial Purchaser or the Person purchasing New Securities registered under a Shelf Registration Statement as contemplated by Section 3 hereof from such Initial Purchaser, in exchange for such Securities, a like principal amount of New Securities. The Issuers, the Company and the Guarantors shall use their reasonable best efforts to cause the CUSIP Service Bureau to issue the same CUSIP number for such New Securities as for New Securities issued pursuant to the Registered Exchange Offer.

3. Shelf Registration. (a) If (i) due to any change in law or applicable interpretations thereof by the Commission's staff, the Issuers, the Company and the Guarantors determines upon advice of their outside counsel that they are not permitted to effect the Registered Exchange Offer as contemplated by Section 2 hereof; (ii) for any other reason the Registered Exchange Offer is not consummated within 225 days of the date hereof; (iii) any Initial Purchaser so requests with respect to Securities that are not eligible to be exchanged for New Securities in the Registered Exchange Offer and that are held by it following consummation of the Registered Exchange Offer; (iv) any Holder (other than an Initial Purchaser) is not eligible to participate in the Registered Exchange Offer; or (v) in the case of any Initial Purchaser that

participates in the Registered Exchange Offer or acquires New Securities pursuant to Section 2(f) hereof, such Initial Purchaser does not receive freely tradeable New Securities in exchange for Securities 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 Act in connection with sales of New Securities acquired in exchange for such Securities shall result in such New Securities being not "freely tradeable"; and (y) the requirement that an Exchanging Dealer deliver a Prospectus in connection with sales of New Securities acquired in the Registered Exchange Offer in exchange for Securities acquired as a result of market-making activities or other trading activities shall not result in such New Securities being not "freely tradeable"), the Issuers, the Company and the Guarantors shall effect a Shelf Registration Statement in accordance with subsection (b) below.

(b) (i) The Issuers and the Guarantors shall as promptly as practicable (but in no event more than 60 days after so required or requested pursuant to this Section 3), file with the Commission and thereafter the Issuers, the Company and the Guarantors shall use their reasonable best efforts to cause to be declared effective under the Act a Shelf Registration Statement relating to the offer and sale of the Securities or the New Securities, as applicable, by the Holders thereof from time to time in accordance with the methods of distribution elected by such Holders and set forth in such Shelf Registration Statement; provided, however, that no Holder (other than an Initial Purchaser) shall be entitled to have the Securities held by it covered by such Shelf Registration Statement unless such Holder agrees in writing to be bound by all of the provisions of this Agreement applicable to such Holder; and provided further, that with respect to New Securities received by an Initial Purchaser in exchange for Securities constituting any portion of an unsold allotment, the Issuers and the Guarantors may, if permitted by current interpretations by the Commission's staff, file a post-effective amendment to the Exchange Offer Registration Statement containing the information required by Item 507 or 508 of Regulation S-K, as applicable, in satisfaction of their obligations under this subsection with respect thereto, and any such Exchange Offer Registration Statement, as so amended, shall be referred to herein as, and governed by the provisions herein applicable to, a Shelf Registration Statement.

(ii) The Issuers, the Company and the Guarantors shall use their reasonable best efforts to keep the Shelf Registration Statement continuously effective, supplemented and amended as required by the Act, in order to permit the Prospectus forming part thereof to be usable by Holders for a period of two years from the date the Shelf Registration Statement is declared effective by the Commission or such shorter period that will terminate when all the Securities or New Securities, as applicable, covered by the Shelf Registration Statement have been sold pursuant to the Shelf Registration Statement (in any such case, such period being called the "Shelf Registration Period"). Each of the Issuers, the Company and the Guarantors shall be deemed not to have used its reasonable best efforts to keep the Shelf Registration Statement effective during the requisite period if it voluntarily takes any action that would result in Holders of Securities covered thereby not being able to offer and sell such Securities during that period, unless (A) such action is required by applicable law; or (B) such action is taken by the Issuers, the Company and the Guarantors in good faith and for valid business reasons (not including avoidance of the Issuers', the Company's and Guarantors' obligations hereunder), including the acquisition or divestiture of assets, so long as each

of the Issuers, the Company and the Guarantors promptly thereafter complies with the requirements of Section 4(k) hereof, if applicable.

(iii) The Issuers, the Company and the Guarantors shall cause the Shelf Registration Statement and the related Prospectus and any amendment or supplement thereto, as of the effective date of the Shelf Registration Statement or such amendment or supplement, (A) to comply in all material respects with the applicable requirements of the Securities Act and the rules and regulations of the Commission; and (B) not to contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

4. Additional Registration Procedures. In connection with any Shelf Registration Statement and, to the extent applicable, any Exchange Offer Registration Statement, the following provisions shall apply.

(a) The Issuers, the Company and the Guarantors shall:

(i) furnish to you, not less than five Business Days prior to the filing thereof with the Commission, a copy of any Shelf Registration Statement, and each amendment thereof and each amendment or supplement, if any, to the Prospectus included therein (including all documents incorporated by reference therein after the initial filing) and shall use their best efforts to reflect in each such document, when so filed with the Commission, such comments as you reasonably propose;

(ii) include the information set forth in Annex A hereto on the facing page of the Exchange Offer Registration Statement, in Annex B hereto in the forepart of the Exchange Offer Registration Statement in a section setting forth details of the Exchange Offer, in Annex C hereto in the underwriting or plan of distribution section of the Prospectus contained in the Exchange Offer Registration Statement, and in Annex D hereto in the letter of transmittal delivered pursuant to the Registered Exchange Offer;

(iii) if requested by an Initial Purchaser, include the information required by Item 507 or 508 of Regulation S-K, as applicable, in the Prospectus contained in the Exchange Offer Registration Statement; and

(iv) in the case of a Shelf Registration Statement, include the names of the Holders that propose to sell Securities pursuant to the Shelf Registration Statement as selling security holders.

(b) The Issuers, the Company and the Guarantors shall ensure that:

(i) any Registration Statement and any amendment thereto and any Prospectus forming part thereof and any amendment or supplement thereto complies in all material respects with the Act and the rules and regulations thereunder; and

(ii) any Registration Statement and any amendment thereto does not, when it becomes effective, contain an untrue statement of a material fact or omit to state

a material fact required to be stated therein or necessary to make the statements therein not misleading.

(c) The Company shall advise you, the Holders of Securities covered by any Shelf Registration Statement and any Exchanging Dealer under any Exchange Offer Registration Statement that has been provided in writing to the Company a telephone or facsimile number and address for notices, and, if requested by you or any such Holder or Exchanging Dealer, shall confirm such advice in writing (which notice pursuant to clauses (ii)-(v) hereof shall be accompanied by an instruction to suspend the use of the Prospectus until the Issuers and the Guarantors shall have remedied the basis for such suspension):

(i) when a Registration Statement and any amendment thereto has been filed with the Commission and when the Registration Statement or any post-effective amendment thereto has become effective;

(ii) of any request by the Commission for any amendment or supplement to the Registration Statement or the Prospectus or for additional information;

(iii) of the issuance by the Commission of any stop order suspending the effectiveness of the Registration Statement or the initiation of any proceedings for that purpose;

(iv) of the receipt by the Issuers, the Company or any Guarantor of any notification with respect to the suspension of the qualification of the securities included therein for sale in any jurisdiction or the initiation of any proceeding for such purpose; and

(v) of the happening of any event that requires any change in the Registration Statement or the Prospectus so that, as of such date, the statements therein are not misleading and do not omit to state a material fact required to be stated therein or necessary to make the statements therein (in the case of the Prospectus, in the light of the circumstances under which they were made) not misleading.

(d) The Issuers, the Company and the Guarantors shall use their reasonable best efforts to obtain the withdrawal of any order suspending the effectiveness of any Registration Statement or the qualification of the securities therein for sale in any jurisdiction at the earliest possible time.

(e) The Issuers, the Company and the Guarantors shall furnish to each Holder of Securities covered by any Shelf Registration Statement, without charge, at least one copy of such Shelf Registration Statement and any post-effective amendment thereto, including all material incorporated therein by reference, and, if the Holder so requests in writing, all exhibits thereto (including exhibits incorporated by reference therein).

(f) The Issuers, the Company and the Guarantors shall, during the Shelf Registration Period, deliver to each Holder of Securities covered by any Shelf Registration Statement, without charge, as many copies of the Prospectus (including each preliminary Prospectus) included in such Shelf Registration Statement and any amendment or supplement

thereto as such Holder may reasonably request. Each of the Issuers and the Guarantors consents to the use of the Prospectus or any amendment or supplement thereto by each of the selling Holders of securities in connection with the offering and sale of the securities covered by the Prospectus, or any amendment or supplement thereto, included in the Shelf Registration Statement.

(g) The Issuers, the Company and the Guarantors shall furnish to each Exchanging Dealer which so requests, without charge, at least one copy of the Exchange Offer Registration Statement and any post-effective amendment thereto, including all material incorporated by reference therein, and, if the Exchanging Dealer so requests in writing, all exhibits thereto (including exhibits incorporated by reference therein).

(h) The Issuers, the Company and the Guarantors shall promptly deliver to each Initial Purchaser, each Exchanging Dealer and each other Person required to deliver a Prospectus during the Exchange Offer Registration Period, without charge, as many copies of the Prospectus included in such Exchange Offer Registration Statement and any amendment or supplement thereto as any such Person may reasonably request. Each of the Issuers, the Company and the Guarantors consents to the use of the Prospectus or any amendment or supplement thereto by any Initial Purchaser, any Exchanging Dealer and any such other Person that may be required to deliver a Prospectus following the Registered Exchange Offer in connection with the offering and sale of the New Securities covered by the Prospectus, or any amendment or supplement thereto, included in the Exchange Offer Registration Statement.

(i) Prior to the Registered Exchange Offer or any other offering of Securities pursuant to any Registration Statement, the Issuers, the Company and the Guarantors shall use their reasonable best efforts to arrange, if necessary, for the qualification of the Securities or the New Securities for sale under the laws of such jurisdictions as any Holder shall reasonably request and will maintain such qualification in effect so long as required to enable the offer and sale in such jurisdictions of the Securities or New Securities; provided that in no event shall the Issuers, the Company or the Guarantors be obligated to qualify to do business in any jurisdiction where they are not then so qualified or to take any action that would subject them to service of process in suits, other than those arising out of the Initial Placement, the Registered Exchange Offer or any offering pursuant to a Shelf Registration Statement, in any such jurisdiction where they are not then so subject.

(j) The Issuers, the Company and the Guarantors shall cooperate with the Holders of Securities to facilitate the timely preparation and delivery of certificates representing New Securities or Securities to be issued or sold pursuant to any Registration Statement free of any restrictive legends and in such denominations and registered in such names as Holders may request.

(k) Upon the occurrence of any event contemplated by subsections (c)(ii) through (v) above during the period for which the Issuers, the Company and the Guarantors are required under this Agreement to maintain an effective Registration Statement. The Issuers, the Company and the Guarantors shall promptly prepare a post-effective amendment to the applicable Registration Statement or an amendment or supplement to the related Prospectus or file any other required document so that, as thereafter delivered to Initial Purchasers of the

securities included therein, the Prospectus will not include an untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. In such circumstances, the period of effectiveness of the Exchange Offer Registration Statement provided for in Section 2 and the Shelf Registration Statement provided for in Section 3(b) shall each be extended by the number of days from and including the date of the giving of a notice of suspension pursuant to Section 4(c) to and including the date when the Initial Purchasers, the Holders of the Securities and any known Exchanging Dealer shall have received such amended or supplemented Prospectus pursuant to this Section.

(l) Not later than the effective date of any Registration Statement, the Issuers, the Company and the Guarantors shall provide a CUSIP number for the Securities or the New Securities, as the case may be, registered under such Registration Statement and provide the Trustee with printed certificates for such Securities or New Securities, in a form eligible for deposit with The Depository Trust Company.

(m) The Issuers, the Company and the Guarantors shall comply with all applicable rules and regulations of the Commission and shall make generally available to their security holders as soon as practicable after the effective date of the applicable Registration Statement an earnings statement satisfying the provisions of Section 11(a) of the Act.

(n) The Issuers and the Guarantors shall cause the Indenture or the New Securities Indenture, as the case may be, to be qualified under the Trust Indenture Act, as required by applicable law, in a timely manner.

(o) The Issuers and the Guarantors may require each Holder of securities to be sold pursuant to any Shelf Registration Statement to furnish to the Issuers and the Guarantors such information regarding the Holder and the distribution of such securities as the Issuers and the Guarantors may from time to time reasonably require for inclusion in such Registration Statement. The Issuers and the Guarantors may exclude from such Shelf Registration Statement the Securities of any Holder that fails to furnish such information within a reasonable time after receiving such request.

(p) In the case of any Shelf Registration Statement, the Issuers, the Company and the Guarantors shall enter into such and take all other appropriate actions (including if requested an underwriting agreement in customary form) in order to expedite or facilitate the registration or the disposition of the Securities, and in connection therewith, if an underwriting agreement is entered into, cause the same to contain indemnification provisions and procedures no less favorable than those set forth in Section 6 (or such other provisions and procedures acceptable to the Majority Holders and the Managing Underwriters, if any, with respect to all parties to be indemnified pursuant to Section 6.

(q) In the case of any Shelf Registration Statement, each of the Issuers, the Company and the Guarantors shall:

(i) make reasonably available for inspection by the Holders of Securities to be registered thereunder, any underwriter participating in any disposition

pursuant to such Registration Statement, and any attorney, accountant or other agent retained by the Holders or any such underwriter all relevant financial and other records, pertinent corporate documents and properties of the Company and its subsidiaries;

(ii) cause the Company's and Arch Western's respective officers, directors and employees to supply all relevant information reasonably requested by the Holders or any such underwriter, attorney, accountant or agent in connection with any such Registration Statement as is customary for similar due diligence examinations; provided, however, that any information that is designated in writing by the Company or Arch Western, in good faith, as confidential at the time of delivery of such information shall be kept confidential by the Holders or any such underwriter, attorney, accountant or agent, unless such disclosure is made in connection with a court proceeding or required by law, or such information becomes available to the public generally or through a third party without an accompanying obligation of confidentiality;

(iii) make such representations and warranties to the Holders of Securities registered thereunder and the underwriters, if any, in form, substance and scope as are customarily made by issuers to underwriters in primary underwritten offerings and covering matters including, but not limited to, those set forth in the Purchase Agreement;

(iv) obtain opinions of counsel to the Issuers, the Company and the Guarantors and updates thereof (which counsel and opinions (in form, scope and substance) shall be reasonably satisfactory to the Managing Underwriters, if any) addressed to each selling Holder and the underwriters, if any, covering such matters as are customarily covered in opinions requested in underwritten offerings and such other matters as may be reasonably requested by such Holders and underwriters;

(v) obtain "cold comfort" letters and updates thereof from the independent certified public accountants of the Company, Arch Western, Canyon Fuel Company, LLC and Vulcan Coal Holdings, L.L.C. (and, if necessary, any other independent certified public accountants of any subsidiary of the Company or of any business acquired by the Company for which financial statements and financial data are, or are required to be, included in the Registration Statement), addressed to each selling Holder of Securities registered thereunder and the underwriters, if any, in customary form and covering matters of the type customarily covered in "cold comfort" letters in connection with primary underwritten offerings; and

(vi) deliver such documents and certificates as may be reasonably requested by the Majority Holders and the Managing Underwriters, if any, including those to evidence compliance with Section 4(k) and with any customary conditions contained in the underwriting agreement or other agreement entered into by the Issuers, the Company and the Guarantors.

The actions set forth in clauses (iii), (iv), (v) and (vi) of this Section shall be performed at (A) the effectiveness of such Registration Statement and each post-effective amendment thereto; and (B)

each closing under any underwriting or similar agreement as and to the extent required thereunder.

(r) In the case of any Exchange Offer Registration Statement, each of the Issuers, the Company and the Guarantors shall, for any Initial Purchaser which is exchanging Securities for New Securities in the Exchange Offer:

(i) make reasonably available for inspection by such Initial Purchaser, and any attorney, accountant or other agent retained by such Initial Purchaser, all relevant financial and other records, pertinent corporate documents and properties of the Company, Arch Western and their respective subsidiaries;

(ii) cause the Company's and Arch Western's respective officers, directors and employees to supply all relevant information reasonably requested by such Initial Purchaser or any such attorney, accountant or agent in connection with any such Registration Statement as is customary for similar due diligence examinations; provided, however, that any information that is designated in writing by the Company and Arch Western, in good faith, as confidential at the time of delivery of such information shall be kept confidential by such Initial Purchaser or any such attorney, accountant or agent, unless such disclosure is made in connection with a court proceeding or required by law, or such information becomes available to the public generally or through a third party without an accompanying obligation of confidentiality;

(iii) make such representations and warranties to such Initial Purchaser, in form, substance and scope as are customarily made by issuers to underwriters in primary underwritten offerings and covering matters including, but not limited to, those set forth in the Purchase Agreement;

(iv) obtain opinions of counsel to the Issuers, the Company and the Guarantors and updates thereof (which counsel and opinions (in form, scope and substance) shall be reasonably satisfactory to such Initial Purchaser and its counsel, addressed to such Initial Purchaser, covering such matters as are customarily covered in opinions requested in underwritten offerings and such other matters as may be reasonably requested by such Initial Purchaser or its counsel;

(v) obtain "cold comfort" letters and updates thereof from the independent certified public accountants of the Company, Arch Western, Canyon Fuel Company, LLC and Vulcan Coal Holdings, L.L.C. (and, if necessary, any other independent certified public accountants of any subsidiary of the Company or of any business acquired by the Company for which financial statements and financial data are, or are required to be, included in the Registration Statement), addressed to such Initial Purchaser, in customary form and covering matters of the type customarily covered in "cold comfort" letters in connection with primary underwritten offerings, or if requested by such Initial Purchaser or its counsel in lieu of a "cold comfort" letter, an agreed-upon procedures letter under Statement on Auditing Standards No. 35, covering matters requested by such Initial Purchaser or its counsel; and

(vi) deliver such documents and certificates as may be reasonably requested by such Initial Purchaser or its counsel, including those to evidence compliance with Section 4(k) and with conditions customarily contained in underwriting agreements.

The foregoing actions set forth in clauses (iii), (iv), (v), and (vi) of this Section shall be performed at the close of the Registered Exchange Offer and the effective date of any post-effective amendment to the Exchange Offer Registration Statement.

(s) If a Registered Exchange Offer is to be consummated, upon delivery of the Securities by Holders to the Issuers and the Guarantors (or to such other Person as directed by the Issuers and the Guarantors) in exchange for the New Securities, the Issuers and the Guarantors shall mark, or caused to be marked, on the Securities so exchanged that such Securities are being canceled in exchange for the New Securities. In no event shall the Securities be marked as paid or otherwise satisfied.

(t) The Issuers, the Company and the Guarantors shall use their best efforts (i) if the Securities have been rated prior to the initial sale of such Securities, to confirm such ratings will apply to the Securities or the New Securities, as the case may be, covered by a Registration Statement; or (ii) if the Securities were not previously rated, to cause the Securities covered by a Registration Statement to be rated with at least one nationally recognized statistical rating agency, if so requested by Majority Holders with respect to the related Registration Statement or by any Managing Underwriters.

(u) In the event that any Broker-Dealer shall underwrite any Securities or participate as a member of an underwriting syndicate or selling group or "assist in the distribution" (within the meaning of the Rules of Fair Practice and the By-Laws of the National Association of Securities Dealers, Inc.) thereof, whether as a Holder of such Securities or as an underwriter, a placement or sales agent or a broker or dealer in respect thereof, or otherwise, assist such Broker-Dealer in complying with the requirements of such Rules and By-Laws, including, without limitation, by:

(i) if such Rules or By-Laws shall so require, engaging a "qualified independent underwriter" (as defined in such Rules) to participate in the preparation of the Registration Statement, to exercise usual standards of due diligence with respect thereto and, if any portion of the offering contemplated by such Registration Statement is an underwritten offering or is made through a placement or sales agent, to recommend the yield of such Securities;

(ii) indemnifying any such qualified independent underwriter to the extent of the indemnification of underwriters provided in Section 6 hereof; and

(iii) providing such information to such Broker-Dealer as may be required in order for such Broker-Dealer to comply with the requirements of such Rules.

(iv) The Issuers, the Company and the Guarantors shall use their best efforts to take all other steps necessary to effect the registration of the Securities or the New Securities, as the case may be, covered by a Registration Statement.

5. Registration Expenses. The Issuers, the Company and the Guarantors shall bear all expenses incurred in connection with the performance of their obligations under Sections 2, 3 and 4 hereof and, in the event of any Shelf Registration Statement, will reimburse the Holders for the reasonable fees and disbursements of one firm or counsel designated by the Majority Holders to act as counsel for the Holders in connection therewith, and, in the case of any Exchange Offer Registration Statement, will reimburse the Initial Purchasers for the reasonable fees and disbursements of counsel acting in connection therewith.

6. Indemnification and Contribution. (a) Each of the Issuers, the Company and the Guarantors agrees, jointly and severally, to indemnify and hold harmless each Holder of Securities or New Securities, as the case may be, covered by any Registration Statement (including each Initial Purchaser and, with respect to any Prospectus delivery as contemplated in Section 4(h) hereof, each Exchanging Dealer), the directors, officers, employees and agents of each such Holder and each Person who controls any such Holder within the meaning of either the Act or the Exchange Act against any and all losses, claims, damages or liabilities, joint or several, to which they or any of them may become subject under the Act, the Exchange Act or other Federal or state statutory law or regulation, at common law or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon any untrue statement or alleged untrue statement of a material fact contained in the Registration Statement as originally filed or in any amendment thereof, or in any preliminary Prospectus or the Prospectus, or in any amendment thereof or supplement thereto, or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, and agrees to reimburse each such indemnified party, as incurred, for any legal or other expenses reasonably incurred by them in connection with investigating or defending any such loss, claim, damage, liability or action; provided, however, that the Issuers, the Company and the Guarantors will not be liable in any case to the extent that any such loss, claim, damage or liability arises out of or is based upon any such untrue statement or alleged untrue statement or omission or alleged omission made therein in reliance upon and in conformity with written information furnished to the Issuers, the Company and the Guarantors by or on behalf of any such Holder specifically for inclusion therein. This indemnity agreement will be in addition to any liability which the Issuers, the Company and the Guarantors may otherwise have.

Each of the Issuers, the Company and the Guarantors also agrees to indemnify or contribute as provided in Section 6(d) to Losses of each any underwriter of Securities or New Securities, as the case may be, registered under a Shelf Registration Statement, their directors, officers, employees or agents and each Person who controls such underwriter on substantially the same basis as that of the indemnification of the Initial Purchasers and the selling Holders provided in this Section 6(a) and shall, if requested by any Holder, enter into an underwriting agreement reflecting such agreement, as provided in Section 4(p) hereof.

(b) Each Holder of securities covered by a Registration Statement (including each Initial Purchaser and, with respect to any Prospectus delivery as contemplated in Section 4(h) hereof, each Exchanging Dealer) severally agrees to indemnify and hold harmless each of the Issuers, the Company and the Guarantors, each of its directors, each of its officers who signs such Registration Statement and each Person who controls the Issuers, the Company or any Guarantor within the meaning of either the Act or the Exchange Act, to the same extent as the

foregoing indemnity from each of the Issuers, the Company and the Guarantors to each such Holder, but only with reference to written information relating to such Holder furnished to the Issuers, the Company and the Guarantors by or on behalf of such Holder specifically for inclusion in the documents referred to in the foregoing indemnity. This indemnity agreement will be in addition to any liability which any such Holder may otherwise have.

(c) Promptly after receipt by an indemnified party under this Section 6 or notice of the commencement of any action, such indemnified party will, if a claim in respect thereof is to be made against the indemnifying party under this Section, notify the indemnifying party in writing of the commencement thereof; but the failure so to notify the indemnifying party (i) will not relieve it from liability under paragraph (a) or (b) above unless and to the extent it did not otherwise learn of such action and such failure results in the forfeiture by the indemnifying party of substantial rights and defenses; and (ii) will not, in any event, relieve the indemnifying party from any obligations to any indemnified party other than the indemnification obligation provided in paragraph (a) or (b) above. The indemnifying party shall be entitled to appoint counsel of the indemnifying party's choice at the indemnifying party's expense to represent the indemnified party in any action for which indemnification is sought (in which case the indemnifying party shall not thereafter be responsible for the fees and expenses of any separate counsel retained by the indemnified party or parties except as set forth below); provided, however, that such counsel shall be satisfactory to the indemnified party. Notwithstanding the indemnifying party's election to appoint counsel to represent the indemnified party in an action, the indemnified party shall have the right to employ separate counsel (including local counsel), and the indemnifying party shall bear the reasonable fees, costs and expenses of such separate counsel if (i) the use of counsel chosen by the indemnifying party to represent the indemnified party would present such counsel with a conflict of interest; (ii) the actual or potential defendants in, or targets of, any such action include both the indemnified party and the indemnifying party and the indemnified party shall have reasonably concluded that there may be legal defenses available to it and/or other indemnified parties which are different from or additional to those available to the indemnifying party; (iii) the indemnifying party shall not have employed counsel satisfactory to the indemnified party to represent the indemnified party within a reasonable time after notice of the institution of such action; or (iv) the indemnifying party shall authorize the indemnified party to employ separate counsel at the expense of the indemnifying party. An indemnifying party will not, without the prior written consent of the indemnified parties, settle or compromise or consent to the entry of any judgment with respect to any pending or threatened claim, action, suit or proceeding in respect of which indemnification or contribution may be sought hereunder (whether or not the indemnified parties are actual or potential parties to such claim or action) unless such settlement, compromise or consent includes an unconditional release of each indemnified party from all liability arising out of such claim, action, suit or proceeding.

(d) In the event that the indemnity provided in paragraph (a) or (b) of this Section is unavailable to or insufficient to hold harmless an indemnified party for any reason, then each applicable indemnifying party shall have a joint and several obligation to contribute to the aggregate losses, claims, damages and liabilities (including legal or other expenses reasonably incurred in connection with investigating or defending same) (collectively "Losses") to which such indemnified party may be subject in such proportion as is appropriate to reflect the relative benefits received by such indemnifying party, on the one hand, and such indemnified party, on the other hand, from the Initial Placement and the Registration Statement which

resulted in such Losses; provided, however, that in no case shall any Initial Purchaser or any subsequent Holder of any Security or New Security be responsible, in the aggregate, for any amount in excess of the purchase discount or commission applicable to such Security, or in the case of a New Security, applicable to the Security that was exchangeable into such New Security, as set forth on the cover page of the Final Memorandum, nor shall any underwriter be responsible for any amount in excess of the underwriting discount or commission applicable to the securities purchased by such underwriter under the Registration Statement which resulted in such Losses. If the allocation provided by the immediately preceding sentence is unavailable for any reason, the indemnifying party and the indemnified party shall contribute in such proportion as is appropriate to reflect not only such relative benefits but also the relative fault of such indemnifying party, on the one hand, and such indemnified party, on the other hand, in connection with the statements or omissions which resulted in such Losses as well as any other relevant equitable considerations. Benefits received by each of the Issuers, the Company and the Guarantors shall be deemed to be equal to the sum of (x) the total net proceeds from the Initial Placement (before deducting expenses) and (y) the total amount of additional interest which the Issuers and the Guarantors were not required to pay as a result of registering the securities covered by the Registration Statement which resulted in such Losses. Benefits received by the Initial Purchasers shall be deemed to be equal to the total purchase discounts and commissions from the Initial Placement, and benefits received by any other Holders shall be deemed to be equal to the value of receiving Securities or New Securities, as applicable, registered under the Act. Benefits received by any underwriter shall be deemed to be equal to the total underwriting discounts and commissions, as set forth on the cover page of the Prospectus forming a part of the Registration Statement which resulted in such Losses. Relative fault shall be determined by reference to, among other things, whether any alleged untrue statement or omission relates to information provided by the indemnifying party, on the one hand, or by the indemnified party, on the other hand, the intent of the parties and their relative knowledge, access to information and opportunity to correct or prevent such untrue statement or omission. The parties agree that it would not be just and equitable if contribution were determined by pro rata allocation (even if the Holders were treated as one entity for such purpose) or any other method of allocation which does not take account of the equitable considerations referred to above. Notwithstanding the provisions of this paragraph (d), no Person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Act) shall be entitled to contribution from any Person who was not guilty of such fraudulent misrepresentation. For purposes of this Section, each Person who controls a Holder within the meaning of either the Act or the Exchange Act and each director, officer, employee and agent of such Holder shall have the same rights to contribution as such Holder, and each Person who controls the Issuers, the Company or any Guarantor within the meaning of either the Act or the Exchange Act, each officer of the Issuers, the Company or any Guarantor who shall have signed the Registration Statement and each director of the Issuers, the Company or any Guarantor shall have the same rights to contribution as the Issuers, the Company and the Guarantors, subject in each case to the applicable terms and conditions of this paragraph (d).

(e) The provisions of this Section will remain in full force and effect, regardless of any investigation made by or on behalf of any Holder or the Issuers, the Company or any Guarantor or any of the officers, directors or controlling Persons referred to in this Section hereof, and will survive the sale by a Holder of securities covered by a Registration Statement.

7. Underwritten Registrations. (a) If any of the Securities or New Securities, as the case may be, covered by any Shelf Registration Statement are to be sold in an underwritten offering, the Managing Underwriters shall be selected by the Majority Holders.

(b) No Person may participate in any underwritten offering pursuant to any Shelf Registration Statement, unless such Person (i) agrees to sell such Person's Securities or New Securities, as the case may be, on the basis reasonably provided in any underwriting arrangements approved by the Persons entitled hereunder to approve such arrangements; and (ii) completes and executes all questionnaires, powers of attorney, indemnities, underwriting agreements and other documents reasonably required under the terms of such underwriting arrangements.

8. No Inconsistent Agreements. The Issuers, the Company and the Guarantors have not, as of the date hereof, entered into, nor shall they, on or after the date hereof, enter into, any agreement with respect to their securities that is inconsistent with the rights granted to the Holders herein or otherwise conflicts with the provisions hereof.

9. Amendments and Waivers. The provisions of this Agreement, including the provisions of this sentence, may not be amended, qualified, modified or supplemented, and waivers or consents to departures from the provisions hereof may not be given, unless the Issuers, the Company and the Guarantors have obtained the written consent of the Majority Holders (or, after the consummation of any Registered Exchange Offer in accordance with Section 2 hereof, of New Securities); provided that, with respect to any matter that directly or indirectly affects the rights of any Initial Purchaser hereunder, the Issuers, the Company and the Guarantors shall obtain the written consent of each such Initial Purchaser against which such amendment, qualification, supplement, waiver or consent is to be effective. Notwithstanding the foregoing (except the foregoing proviso), a waiver or consent to departure from the provisions hereof with respect to a matter that relates exclusively to the rights of Holders whose Securities or New Securities, as the case may be, are being sold pursuant to a Registration Statement and that does not directly or indirectly affect the rights of other Holders may be given by the Majority Holders, determined on the basis of Securities or New Securities, as the case may be, being sold rather than registered under such Registration Statement.

10. Notices. All notices and other communications provided for or permitted hereunder shall be made in writing by hand-delivery, first-class mail, telex, telecopier or air courier guaranteeing overnight delivery:

(a) if to a Holder, at the most current address given by such holder to the Company in accordance with the provisions of this Section, which address initially is, with respect to each Holder, the address of such Holder maintained by the Registrar under the Indenture, with a copy in like manner to Citigroup Global Markets Inc;

(b) if to you, initially at the respective addresses set forth in the Purchase Agreement; and

(c) if to the Issuers, the Company or any Guarantor, initially at its address set forth in the Purchase Agreement.

All such notices and communications shall be deemed to have been duly given when received.

The Initial Purchasers or the Issuers, the Company and the Guarantors by notice to the other parties may designate additional or different addresses for subsequent notices or communications.

11. Successors. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of each of the parties, including, without the need for an express assignment or any consent by the Issuers, the Company and the Guarantors thereto, subsequent Holders of Securities and the New Securities. Each of the Issuers, the Company and the Guarantors hereby agrees to extend the benefits of this Agreement to any Holder of Securities and the New Securities, and any such Holder may specifically enforce the provisions of this Agreement as if an original party hereto.

12. Counterparts. This agreement may be in signed counterparts, each of which shall an original and all of which together shall constitute one and the same agreement.

13. Headings. The headings used herein are for convenience only and shall not affect the construction hereof.

14. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York applicable to contracts made and to be performed in the State of New York.

15. Severability. In the event that any one of more of the provisions contained herein, or the application thereof in any circumstances, is 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 hereof shall not be in any way impaired or affected thereby, it being intended that all of the rights and privileges of the parties shall be enforceable to the fullest extent permitted by law.

16. Securities Held by the Company or Arch Western, etc. Whenever the consent or approval of Holders of a specified percentage of principal amount of Securities or New Securities is required hereunder, Securities or New Securities, as applicable, held by the Company or Arch Western, or their Affiliates (other than subsequent Holders of Securities or New Securities if such subsequent Holders are deemed to be Affiliates solely by reason of their holdings of such Securities or New Securities) shall not be counted in determining whether such consent or approval was given by the Holders of such required percentage.

If the foregoing is in accordance with your understanding of our agreement, please sign and return to us the enclosed duplicate hereof, whereupon this letter and your acceptance shall represent a building agreement among the Issuers, the Company and the Guarantors and the several Initial Purchasers.

Very truly yours,

ARCH WESTERN FINANCE, LLC ARCH COAL, INC.

By: /s/ JAMES E. FLORCZAK

By: /s/ JAMES E. FLORCZAK

Name: James E. Florczak

Name: James E. Florczak

Title: Vice President and Treasurer

Title: Treasurer

ARCH WESTERN RESOURCES, LLC THUNDER BASIN COAL COMPANY, L.L.C.

By: /s/ JAMES E. FLORCZAK

By: /s/ JAMES E. FLORCZAK

Name: James E. Florczak

Name: James E. Florczak

Title: Vice President and Treasurer

Title: Vice President and

Treasurer
MOUNTAIN
COAL
COMPANY,
L.L.C.
ARCH OF
WYOMING,
LLC By:
/s/ JAMES
E.
FLORCZAK
By: /s/
JAMES E.
FLORCZAK -

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Name:
James E.
Florczak
Name:
James E.
Florczak
Title:
Vice
President
and
Treasurer
Title:
Vice
President
and
Treasurer
TRITON
COAL
COMPANY,
LLC ARCH
WESTERN
BITUMINOUS
GROUP, LLC
By: /s/
JAMES E.
FLORCZAK
By: /s/
JAMES E.
FLORCZAK -

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Name:
James E.
Florczak
Name:
James E.
Florczak
Title:
Vice
President
and
Treasurer
Title:
Vice
President
and
Treasurer

The foregoing Agreement is hereby
confirmed and accepted as of the date
first above written.

Citigroup Global Markets Inc.
J.P. Morgan Securities Inc.
Morgan Stanley & Co. Incorporated

By: Citigroup Global Markets Inc.

By: /s/ STRIB KOSTER

Name: Strib Koster
Title: Managing Director

For themselves and the other several
Initial Purchasers named in Schedule I
of the Purchase Agreement.

ANNEX A

Each Broker-Dealer that receives New Securities for its own account pursuant to the Exchange Offer must acknowledge that it will deliver a prospectus in connection with any resale of such New Securities. 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 New Securities received in exchange for Securities where such Securities were acquired by such Broker-Dealer as a result of market-making activities or other trading activities. The Issuers and the Guarantors have agreed that, starting on the Expiration Date (as defined herein) and ending on the close of business one year after the Expiration Date, they will make this Prospectus available to any Broker-Dealer for use in connection with any such resale. See "Plan of Distribution".

ANNEX B

Each Broker-Dealer that receives New Securities for its own account in exchange for Securities, where such Securities 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 New Securities. See "Plan of Distribution".

ANNEX C

PLAN OF DISTRIBUTION

Each Broker-Dealer that receives New Securities for its own account pursuant to the Exchange Offer must acknowledge that it will deliver a prospectus in connection with any resale of such New Securities. 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 New Securities received in exchange for Securities where such Securities were acquired as a result of market-making activities or other trading activities. The Issuers and the Guarantors have agreed that, starting on the Expiration Date and ending on the close of business 180 days after the Expiration Date, they will make this Prospectus, as amended or supplemented, available to any Broker-Dealer for use in connection with any such resale. In addition, until _____, 20___, dealers effecting transactions in the New Securities may be required to deliver a prospectus.

The Issuers and the Guarantors will not receive any proceeds from any sale of New Securities by brokers-dealers. New Securities 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 New Securities 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 New Securities. Any Broker-Dealer that resales New Securities 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 New Securities may be deemed to be an "underwriter" within the meaning of the Securities Act and any profit of any such resale of New Securities 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, the Issuers 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. The Issuers and the Guarantors have agreed to pay all expenses incident to the Exchange Offer (including the expenses of one counsel for the holder of the Securities) other than commissions or concessions of any brokers or dealers and will indemnify the holders of the Securities (including any Broker-Dealers) against certain liabilities, including liabilities under the Securities Act.

ANNEX D

Rider A

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:

Rider B

If the undersigned is not a Broker-Dealer, the undersigned represents that it acquired the New Securities in the ordinary course of its business, it is not engaged in, and does not intend to engage in, a distribution of New Securities and it has not arrangements or understandings with any Person to participate in a distribution of the New Securities. If the undersigned is a Broker-Dealer that will receive New Securities for its own account in exchange for Securities, it represents that the Securities to be exchange for New Securities were acquired by it as a result of market-making activities or other trading activities and acknowledges that it will deliver a prospectus in connection with any resale of such New Securities; however, by so acknowledging and by delivering a prospectus, the undersigned will not be deemed to admit that it is an "underwriter" within the meaning of the Securities Act.

First Supplemental Indenture (this "Supplemental Indenture"), dated as of October 22, 2004, among Arch Western Finance, LLC, a Delaware limited liability company (the "Issuer"), Triton Coal Company, LLC, a Delaware limited liability company ("Triton", and Arch Western Bituminous Group, LLC, a Delaware limited liability company ("AWBG" and together with the Issuer and Triton, the "Guaranteeing Subsidiaries"), Arch Western Resources, LLC, a Delaware limited liability company ("Arch Western"), and 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"), and Thunder Basin Coal Company, L.L.C., a Delaware limited liability company ("Thunder Basin" and together with Arch Western, Arch of Wyoming and Mountain Coal, the "Guarantors"), and The Bank of New York, as trustee (the "Trustee").

WITNESSETH

WHEREAS, the Issuer, Arch Western and the Guarantors have heretofore executed and delivered to the Trustee an indenture (the "Indenture"), dated as of June 25, 2003, providing for the issuance of its 6 3/4% Senior Notes due 2013;

WHEREAS, the parties to the Indenture desire to hereby amend Section 1.01 of the Indenture to add a defined term in order to cure an ambiguity contained in the Indenture and to amend Section 2.01(a) of the Indenture to cure an inconsistency contained in the Indenture;

WHEREAS, the Indenture provides that under certain circumstances the Restricted Subsidiaries of Arch Western shall execute and deliver to the Trustee a supplemental indenture pursuant to which each such subsidiary shall unconditionally guarantee all of the Issuer's obligations under the Notes and the Indenture (the "Note Guarantee");

WHEREAS, Arch of Wyoming desires to assume the obligations of the Issuer under the Notes and the Indenture as a co-obligor;

WHEREAS, pursuant to Section 9.01 of the Indenture, Arch Western, the Issuer, the Guarantors and the Trustee are authorized to execute and deliver this Supplemental Indenture without the consent of any Holder.

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

1. Capitalized Terms. Capitalized terms used herein without definition shall have the meanings assigned to them in the Indenture.

2. Amendment of Section 1.01 of the Indenture. Section 1.01 of the Indenture is hereby amended to add the following defined term at its appropriate location within the alphabetized list of defined terms contained therein:

"The Company" means Arch Western.

3. Amendment of Section 2.01 of the Indenture. Section 2.01(a) of the Indenture is hereby amended and restated in its entirety as follows:

> (a) The Trustee shall initially authenticate Notes for original issue on the Issue Date in an aggregate principal amount of $700,000,000 upon a written order of the Issuer in the form of an Officers' Certificate (other than as provided in Section 2.07). The Issuer may, as long as permitted under this Indenture, issue and the Trustee shall authenticate (1) the Exchange Notes and (2) Additional Notes after the Issue Date in unlimited amount for original issue upon a written order of the Issuer in the form of an Officers' Certificate in aggregate principal amount as specified in such order. Each such written order shall specify the amount of Notes to be authenticated and the date on which such Notes are to be authenticated.

4. Agreement to Become Co-obligor. Arch of Wyoming hereby agrees that on the effective date of this Supplemental Indenture it shall assume all of the obligations of the Issuer under the Notes and the Indenture as a co-obligor and thereby shall be deemed to be an Issuer under the Indenture.

5. Agreement to Guarantee. Each Guaranteeing Subsidiary hereby agrees that on the effective date of this Supplemental Indenture (immediately after giving effect to paragraph 4 above) it shall be a Subsidiary Guarantor pursuant to Article Ten under the Indenture and be bound by the terms thereof applicable to Guarantors and shall be entitled to all of the rights and subject to all of the obligations of a Guarantor thereunder.

6. No Recourse Against Others. A director, officer, employee or shareholder, as such, of the Issuer or any Guaranteeing Subsidiary shall not have any liability for any obligations of the Issuer or any Guaranteeing Subsidiary under the Notes, the Indenture or any Note Guarantee or for any claim based on, in respect of or by reason of such obligations or their creation. By accepting a Note, each Holder shall waive and release all such liability. The waiver and release shall be part of the consideration for the issue of the Notes.

7. NEW YORK LAW TO GOVERN. THIS SUPPLEMENTAL INDENTURE AND THE NOTE GUARANTEES SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

8. Multiple Originals. The parties may sign any number of copies of this Supplemental Indenture. Each signed copy shall be an original, but all of them together represent the same agreement. One signed copy is enough to prove this Supplemental Indenture.

9. Effect of Headings. The Section headings herein are for convenience only and shall not affect the construction hereof.

10. Effectiveness. This Supplemental Indenture shall become effective as of the date first above written.

11. Trustee. The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Supplemental Indenture or for or in respect of the recitals contained herein, all of which recitals are made solely by the Guaranteeing Subsidiary and the Issuer.

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture to be duly executed, all as of the date first above written.

ARCH WESTERN FINANCE, LLC

By: /s/ JANET L. HORGAN

Name: Janet L. Horgan
Title: Secretary

THUNDER BASIN COAL COMPANY, L.L.C.

By: /s/ JANET L. HORGAN

Name: Janet L. Horgan
Title: Secretary

ARCH WESTERN RESOURCES, LLC

By: /s/ JANET L. HORGAN

Name: Janet L. Horgan
Title: Secretary

ARCH OF WYOMING, LLC

By: /s/ JANET L. HORGAN

Name: Janet L. Horgan
Title: Secretary

MOUNTAIN COAL COMPANY, L.L.C.

By: /s/ JANET L. HORGAN

Name: Janet L. Horgan
Title: Secretary

ARCH WESTERN BITUMINOUS GROUP, LLC

By: /s/ JANET L. HORGAN

Name: Janet L. Horgan
Title: Secretary

TRITON COAL COMPANY, LLC

By: /s/ JANET L. HORGAN

Name: Janet L. Horgan
Title: Secretary

THE BANK OF NEW YORK, AS TRUSTEE

By: /s/ ROBERT A. MASSIMILLO

Name: Robert A. Massimillo
Title: Vice President

EXHIBIT 99.1

News from
Arch Western Resources, LLC

FOR FURTHER INFORMATION:

DECK S. SLONE
Vice President,
Investor and Public Relations
(314) 994-2717

FOR IMMEDIATE RELEASE
OCTOBER 22, 2004

ARCH WESTERN RESOURCES, LLC COMPLETES OFFERING OF SENIOR NOTES

ST. LOUIS (Oct. 22, 2004) - Arch Western Resources, LLC announced today the completion of its issuance of $250 million of 6-3/4% senior notes, due in 2013, pursuant to Rule 144A under the Securities Act of 1933, as amended. The senior notes were issued through the company's wholly owned subsidiary, Arch Western Finance, LLC, with Arch of Wyoming, LLC, also a wholly owned subsidiary of the company, being a co-obligor.

The notes form a single series with Arch Western Finance's existing 6-3/4% senior notes due in 2013, except that the new notes are subject to certain transfer restrictions and are not fully fungible with the existing notes. Arch Western Resources intends to use the net proceeds to repay and retire the outstanding indebtedness under its $100.0 million term loan maturing in 2007. The balance of the net proceeds will be loaned to Arch Western Resources' parent company, Arch Coal, Inc., to be used to repay indebtedness under Arch Coal's revolving credit facility and for general corporate purposes.

The senior notes were only offered and sold to qualified institutional buyers in accordance with Rule 144A and Regulation S under the Securities Act. The senior notes have not been registered under the Securities Act or the securities laws of any other jurisdiction. Unless the senior notes are so registered, the notes may be offered and sold only in transactions that are exempt from the registration requirements of the Securities Act or the securities laws of any other jurisdiction.

This press release shall not constitute an offer to sell or a solicitation of an offer to buy, nor shall there be any sales of these securities in any state or jurisdiction in which such an offer, solicitation, or sale would be unlawful prior to registration or qualification under the securities laws of any such state or jurisdiction.

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Source: Arch Western Resources, LLC