UNITED STATES
SECURITIES AND EXCHANGE COMMISSION

WASHINGTON, DC 20549

FORM 10-Q

(Mark One)

x **Quarterly Report Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934**

For the quarterly period ended June 30, 2011

o **Transition Report Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934**

For the transition period from to .

Commission file number: 1-13105

(Exact name of registrant as specified in its charter)

Delaware (State or other jurisdiction of incorporation or organization)	**43-0921172** (I.R.S. Employer Identification Number)
One CityPlace Drive, Suite 300, St. Louis, Missouri (Address of principal executive offices)	**63141** (Zip code)

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

Indicate by check mark whether the registrant: (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes x No £

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes x No £

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

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

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes £ No x

At August 4, 2011 there were 213,081,699 shares of the registrant's common stock outstanding.

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Part I
FINANCIAL INFORMATION

Item 1. Financial Statements.

Arch Coal, Inc. and Subsidiaries
Condensed Consolidated Statements of Income
(in thousands, except per share data)

	Three Months Ended June 30		Six Months Ended June 30	
	2011	2010	2011	2010
		(unaudited)		
REVENUES				
Coal sales	$ 985,087	$ 764,295	$ 1,858,025	$ 1,476,169
COSTS, EXPENSES AND OTHER				
Cost of coal sales	709,953	570,861	1,363,637	1,121,611
Depreciation, depletion and amortization	95,183	87,759	178,720	176,278
Amortization of acquired sales contracts, net	1,489	5,214	7,433	15,967
Selling, general and administrative expenses	29,039	35,344	59,474	62,510
Change in fair value of coal derivatives and coal trading activities, net	2,672	4,587	888	10,464
Acquisition and transition costs related to ICG	48,666	—	48,666	—
Gain on Knight Hawk transaction	—	(41,577)	—	(41,577)
Other operating income, net	(4,732)	(4,392)	(5,848)	(7,783)
	882,270	657,796	1,652,970	1,337,470
Income from operations	102,817	106,499	205,055	138,699
Interest expense, net:				
Interest expense	(42,249)	(35,125)	(76,829)	(70,208)
Interest income	755	623	1,501	961
	(41,494)	(34,502)	(75,328)	(69,247)
Other non-operating expense:				
Bridge financing costs related to ICG	(49,490)	—	(49,490)	—
Net loss resulting from early retirement of ICG debt	(250)	—	(250)	—
	(49,740)	—	(49,740)	—
Income before income taxes	11,583	71,997	79,987	69,452
Provision for income taxes	186	5,723	12,716	4,948
Net income	11,397	66,274	67,271	64,504
Less: Net income attributable to noncontrolling interest	(318)	(118)	(591)	(144)
Net income attributable to Arch Coal, Inc.	$ 11,079	$ 66,156	$ 66,680	$ 64,360
EARNINGS PER COMMON SHARE				
Basic earnings per common share	$ 0.06	$ 0.41	$ 0.40	$ 0.40
Diluted earnings per common share	$ 0.06	$ 0.41	$ 0.39	$ 0.40
Basic weighted average shares outstanding	174,244	162,388	168,442	162,380
Diluted weighted average shares outstanding	175,272	163,130	169,554	163,105
Dividends declared per common share	$ 0.11	$ 0.10	$ 0.21	$ 0.19

The accompanying notes are an integral part of the condensed consolidated financial statements.

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Arch Coal, Inc. and Subsidiaries
Condensed Consolidated Balance Sheets
(in thousands, except per share data)

	June 30, 2011	December 31, 2010
	(unaudited)	
ASSETS		
Current assets:		
Cash and cash equivalents	$ 82,345	$ 93,593
Restricted cash	350,966	—
Trade accounts receivable	335,052	208,060
Other receivables	91,064	44,260
Inventories	350,201	235,616
Prepaid royalties	38,119	33,932
Deferred income taxes	7,015	—
Coal derivative assets	12,780	15,191
Other	121,123	104,262
Total current assets	1,388,665	734,914
Property, plant and equipment, net	7,726,456	3,308,892
Other assets:		
Prepaid royalties	94,382	66,525
Goodwill	539,963	114,963
Deferred income taxes	—	361,556
Equity investments	207,646	177,451
Other	194,333	116,468
Total other assets	1,036,324	836,963
Total assets	$ 10,151,445	$ 4,880,769
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current liabilities:		
Accounts payable	$ 286,437	$ 198,216
Coal derivative liabilities	5,791	4,947
Deferred income taxes	—	7,775
Accrued expenses and other current liabilities	395,020	245,411
Current maturities of debt and short-term borrowings	428,610	70,997
Total current liabilities	1,115,858	527,346
Long-term debt	3,773,923	1,538,744
Asset retirement obligations	412,324	334,257
Accrued pension benefits	36,047	49,154
Accrued postretirement benefits other than pension	87,626	37,793
Accrued workers' compensation	65,027	35,290
Deferred income taxes	863,970	—
Other noncurrent liabilities	258,261	110,234
Total liabilities	6,613,036	2,632,818
Redeemable noncontrolling interest	11,032	10,444
Stockholders' equity:		
Common stock, $0.01 par value, authorized 260,000 shares, issued 212,312 shares and 164,117 shares, respectively	2,127	1,645
Paid-in capital	2,991,550	1,734,709
Treasury stock, 1,512 shares at June 30, 2011 and December 31, 2010, at cost	(53,848)	(53,848)
Retained earnings	593,896	561,418
Accumulated other comprehensive loss	(6,348)	(6,417)
Total stockholders' equity	3,527,377	2,237,507
Total liabilities and stockholders' equity	$ 10,151,445	$ 4,880,769

The accompanying notes are an integral part of the condensed consolidated financial statements.

Arch Coal, Inc. and Subsidiaries
Condensed Consolidated Statements of Cash Flows
(in thousands)

	Six Months Ended June 30	
	2011	2010
	(unaudited)	
OPERATING ACTIVITIES		
Net income	$ 67,271	$ 64,504
Adjustments to reconcile net income to cash provided by operating activities:		
Depreciation, depletion and amortization	178,720	176,278
Amortization of acquired sales contracts, net	7,433	15,967
Bridge financing costs related to ICG	49,490	—
Net loss resulting from early retirement of ICG debt	250	—

Write down of assets acquired from ICG	7,316	—
Prepaid royalties expensed	19,491	16,048
Employee stock-based compensation expense	7,071	7,439
Amortization of debt financing costs	5,093	4,901
Gain on Knight Hawk transaction	—	(41,577)
Changes in:		
Receivables	(25,329)	(44,057)
Inventories	(37,113)	2,458
Coal derivative assets and liabilities	4,902	11,631
Accounts payable, accrued expenses and other current liabilities	8,912	32,060
Income taxes, net	(15,186)	(309)
Deferred income taxes	20,873	(4,719)
Other	15,006	18,731
Cash provided by operating activities	314,200	259,355
INVESTING ACTIVITIES		
Acquisition of ICG, net of cash acquired	(2,910,380)	—
Change in restricted cash	(74,814)	—
Capital expenditures	(107,725)	(171,958)
Proceeds from dispositions of property, plant and equipment	1,411	229
Purchases of investments and advances to affiliates	(38,059)	(14,249)
Additions to prepaid royalties	(25,212)	(23,466)
Cash used in investing activities	(3,154,779)	(209,444)
FINANCING ACTIVITIES		
Proceeds from the issuance of senior notes	2,000,000	—
Proceeds from the issuance of common stock, net	1,249,407	—
Payments to retire ICG debt	(307,984)	—
Increase in restricted cash for retirement of ICG debt	(260,663)	—
Net increase (decrease) in borrowings under lines of credit and commercial paper program	303,096	(15,555)
Net payments on other debt	(8,845)	(8,249)
Debt financing costs	(112,334)	(437)
Dividends paid	(34,192)	(30,870)
Issuance of common stock under incentive plans	846	137
Contribution from noncontrolling interest	—	891
Cash provided by (used in) financing activities	2,829,331	(54,083)
Decrease in cash and cash equivalents	(11,248)	(4,172)
Cash and cash equivalents, beginning of period	93,593	61,138
Cash and cash equivalents, end of period	$ 82,345	$ 56,966

The accompanying notes are an integral part of the condensed consolidated financial statements.

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Arch Coal, Inc. and Subsidiaries
Notes to Condensed Consolidated Financial Statements
(unaudited)

1. Basis of Presentation

The accompanying unaudited condensed consolidated financial statements include the accounts of Arch Coal, Inc. and its subsidiaries and controlled entities (the “Company”). The Company’s primary business is the production of steam and metallurgical coal from surface and underground mines located throughout the United States, for sale to utility, industrial and export markets. On June 15, 2011, the Company acquired International Coal Group, Inc. (“ICG”), as described in Note 3, “Business Combinations”. The Company operates 24 mining complexes in West Virginia, Kentucky, Maryland, Virginia, Illinois, Wyoming, Colorado and Utah. All subsidiaries (except as noted below) are wholly-owned. Intercompany transactions and accounts have been eliminated in consolidation.

The accompanying unaudited condensed consolidated financial statements have been prepared in accordance with accounting principles generally accepted in the United States for interim financial reporting and U.S. Securities and Exchange Commission regulations. In the opinion of management, all adjustments, consisting of normal, recurring accruals considered necessary for a fair presentation, have been included. Results of operations for the three and six month periods ended June 30, 2011 are not necessarily indicative of results to be expected for the year ending December 31, 2011. These financial statements should be read in conjunction with the audited financial statements and related notes as of and for the year ended December 31, 2010 included in the Company’s Annual Report on Form 10-K filed with the U.S. Securities and Exchange Commission.

The Company owns a 99% membership interest in a joint venture named Arch Western Resources, LLC (“Arch Western”) which operates coal mines in Wyoming, Colorado and Utah. The Company also acts as the managing member of Arch Western.

2. Accounting Policies

There is no new accounting guidance that is expected to have a significant impact on the Company's financial statements.

3. Business Combination

On June 15, 2011, the Company completed its acquisition of ICG, a leading coal producer, operating 12 mining complexes in Appalachia and one complex in the Illinois basin. In addition, a mine is currently under development in Appalachia. The Company acquired all of ICG's outstanding shares of common stock for $3.1 billion. To finance the acquisition, the Company received net proceeds of $1.25 billion from the sale of 48.0 million shares of its common stock and issued $2.0 billion in aggregate principal amount of senior unsecured notes. See Note 4, "Equity Offering" and Note 5, "Debt and Financing Arrangements" for further information about these transactions.

The Company has not finalized the determination of the fair values of the assets acquired and liabilities assumed in the acquisition. The following table summarizes the consideration paid for ICG and the estimated amounts of assets acquired and liabilities assumed that were recognized at the acquisition date:

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		(in millions)
Consideration paid, net of cash acquired	$	2,910.4
Recognized amounts of net tangible and intangible assets acquired and liabilities assumed:		
Restricted cash		15.5
Receivables		114.2
Inventories		77.5
Net property, plant and equipment, including mineral rights		4,516.4
Goodwill		425.0
Other assets		49.2
Accounts payable		(82.4)
Other accrued expenses and current liabilities		(53.0)
Executive change in control payments		(10.0)
Debt		(604.8)
Litigation accrual		(105.3)
Accrued postretirement benefits		(49.4)
Asset retirement obligation		(80.4)
Coal supply agreements, net		(77.7)
Deferred income taxes, net		(1,189.9)
Other		(34.5)
Net tangible and intangible assets acquired	$	2,910.4

Because the Company's valuation efforts are ongoing, the preliminary fair values above could change substantially. Notably, the assigned value of goodwill was calculated as the present value of the estimated synergies from the acquisition and the fair value of the coal reserves acquired has not yet been determined and will involve estimating the amounts and timing of cash flows from the properties acquired.

The allocation of goodwill to reporting units will not be completed until the valuation process is completed. Any goodwill related to the acquisition is not expected to be deductible for tax purposes.

The revenues and income before income taxes related to the acquired operations that have been included in the consolidated statements of income since the date of acquisition were $48.0 million and $11.9 million, respectively.

The following unaudited pro forma information has been prepared for illustrative purposes and assumes that the business combination occurred on January 1, 2010. The unaudited pro forma results have been prepared based upon ICG's historical results and estimates of the ongoing effects of the transactions that the Company believes are reasonable and supportable. The results are not necessarily reflective of the consolidated results of operations had the acquisition actually occurred on January 1, 2010, nor are they indicative of future operating results.

The unaudited supplemental pro forma financial information of the combined entity follows:

	Three Months Ended June 30		Six Months Ended June 30	
	2011	2010	2011	2010
	((In thousands))			
Total revenues				
As reported	$ 985.1	$ 764.3	$ 1,858.0	$ 1,476.2
Pro forma	$ 1,233.9	$ 1,044.0	$ 2,397.7	$ 2,035.8
Income (loss) before income taxes				
As reported	$ 11.6	$ 72.0	$ 80.0	$ 69.5
Pro forma	$ 62.0	$ (67.8)	$ 74.9	$ (86.2)

The pro forma income before income taxes reflects adjustments to depreciation, depletion and amortization for the new basis in assets acquired and interest expense to reflect the debt incurred to finance the acquisition. In addition, the following costs and expenses

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reflected in the income before income taxes for the six month period ended June 30, 2011 reported in the condensed consolidated statement of operations are reversed out of 2011 and reflected in 2010 in the pro forma results.

Costs of affecting the acquisition - Arch	$	27,852
Costs of affecting the acquisition - ICG		23,503
Severance costs		13,498
Write off of acquired assets		7,316
Bridge financing fees		49,490
	$	121,659

Severance costs represent both change in control payments to executives and severance for employees terminated after the acquisition. Additional severance costs of $3.4 million are expected to be incurred in the remainder of 2011. The acquired asset write-off relates to a preparation plant and loadout of an acquired ICG mining operation. The acquired operation has been combined with an existing operation of the Company, and will utilize an existing facility.

Anticipated synergies are not reflected in the pro forma results.

In conjunction with the acquisition, the Company has $351.0 million of restricted cash at June 30, 2011 to discharge the Company's obligation under certain ICG debt, to provide collateral for ICG letters of credit until they can be eliminated or replaced and to fund executive change in control payments. See further discussion of the ICG debt in Note 5, "Debt."

4. Equity Offering

On June 8, 2011, the Company sold 48 million shares of its common stock at a public offering price of $27.00 per share. The $1.25 million in net proceeds from the issuance were used to finance the acquisition. On July 8, 2011, the Company issued an additional 0.7 million shares of its common stock under the same terms and conditions to cover underwriters' over-allotments for net proceeds of $18.4 million.

5. Debt

	June 30, 2011		December 31, 2010	
	(In thousands)			
Commercial paper	$	—	$	56,904
7.00% senior notes due June 15, 2019 at par		1,000,000		—
7.25% senior notes due June 15, 2021 at par		1,000,000		—
Indebtedness to banks under credit facilities		360,000		—
9.125% senior notes ($200.0 million face value) due April 1, 2018		250,000		—
4.00% convertible senior notes ($16.5 million face value) due April 1, 2017		42,902		—
9.00% convertible senior notes ($18 thousand face value) due August 1, 2012		44		—
6.75% senior notes ($450.0 million face value) due July 1, 2013		451,294		451,618
8.75% senior notes ($600.0 million face value) due August 1, 2016		588,029		587,126
7.25% senior notes due October 1, 2020 at par		500,000		500,000
Other		10,264		14,093
		4,202,533		1,609,741
Less current maturities of debt and short-term borrowings		428,610		70,997
Long-term debt	$	3,773,923	$	1,538,744

The current maturities of debt include contractual maturities, as well as amounts borrowed that are supported by credit facilities that have a term of less than one year and amounts borrowed under credit facilities with terms longer than one year that the Company does not intend to refinance on a long-term basis, based on cash projections and management's plans. In addition, the current maturities at June 30, 2011 include the ICG debt that the Company redeemed in the third quarter. See further discussion in "ICG Debt" below.

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2019 and 2021 Senior Notes

On June 14, 2011, the Company entered into an indenture in conjunction with the issuance of the 7.00% senior notes due 2019 ("2019 Notes") and the 7.25% senior notes due 2021 ("2021 Notes") as discussed in Note 3, "Business Combinations." Interest is payable on the 2019 Notes and 2021 Notes on June 15 and December 15 of each year, commencing December 15, 2011.

At any time prior to June 15, 2014, the Company may redeem up to 35% of the aggregate principal amount of each of the 2019 Notes and 2021 Notes, plus accrued and unpaid interest, with the net proceeds from certain equity offerings. The Company may redeem the 2019 Notes prior to June 15, 2015 and the 2021 Notes prior to June 15, 2016 at the respective make-whole prices set forth in the indenture. On or after June 15, 2015, the Company may redeem the 2019 Notes for cash at redemption prices, reflected as a percentage of the principal amount, of: 103.5% from June 15, 2015 through June 14, 2016; 101.75% from June 15, 2016 through June 14, 2017; and 100% beginning on June 15, 2017. On or after June 15, 2016, the Company may redeem the 2021 Notes for cash at redemption prices, reflected as a percentage of the principal amount, of: 103.625% from June 15, 2016 through June 14, 2017; 102.417% from June 15, 2017 through June 14, 2018; 101.208% from June 15, 2018 through June 14, 2019 and 100% beginning on June 15, 2019. In each case, accrued and unpaid interest at the redemption date is due upon redemption. Upon a change in control, the Company is required to make a tender offer for both series of notes at a price of 101% of the principal amount.

The 2019 Notes and 2021 Notes are guaranteed by substantially all of the Company's subsidiaries, including the newly acquired subsidiaries of ICG and excluding Arch Western, its subsidiaries and Arch Receivable Company, LLC. The Company incurred financing fees of $44.2 million related to the issuance of these notes.

The Company and the guarantor subsidiaries entered into a registration rights agreement (the "Registration Rights Agreement") in connection with the 2019 Notes and 2021 Notes. Pursuant to the Registration Rights Agreement, the Company and the guarantor subsidiaries agreed to file a registration statement with the Securities and Exchange Commission to exchange a like aggregate principal amount of senior notes identical in all material respects to the 2019 Notes and 2021 Notes. Pursuant to the Registration Rights Agreement, the Company must make reasonable best efforts to cause the registration statement to become effective by June 13, 2012. Should those events not occur within the specified time frame, the interest rate shall be increased by one-quarter of one percent per annum for the first 90 days following such period. Such interest rate will increase by an additional one-quarter of one percent per annum thereafter up to a maximum aggregate increase of one percent per annum. Once any of the required events occur, the interest rate will revert to the rate specified in the indenture.

ICG Debt

Upon the closing of the ICG acquisition, the Company gave a 30-day redemption notice to the Trustee of ICG's 9.125% senior notes and legally discharged our obligation under the 9.125% senior notes by depositing the funds to redeem the debt with the Trustee. The $260.7 million balance deposited is reflected in restricted cash on the accompanying condensed consolidated balance sheet at June 30, 2011. On July 14, 2011, all of the outstanding 9.125% senior notes were redeemed at an aggregate price of $251.4 million, including the required make-whole premium, plus accrued interest of $5.2 million.

At the acquisition date, ICG's 4.00% convertible senior notes with a fair value of $298.5 million and 9.00% convertible senior notes with a fair value of $1.7 million ("convertible notes") became convertible into cash, pursuant to the amended indentures governing the convertible notes, at a calculated conversion rate of $2,614.6848 for each $1,000 in principal amount surrendered for conversion for the 4.00% convertible notes and $2,392.73414 for the 9.00% convertible notes. As of July 31, 2011, the aggregate conversion value of the remaining convertible notes outstanding was $4.5 million.

Other ICG debt, with a fair value of approximately $54.0 million at the acquisition date, consisted mainly of individually insignificant equipment notes and insurance notes payable. The remaining balance of other ICG debt was $5.2 million at June 30, 2011.

The Company recognized a net loss of approximately $0.3 million on the early extinguishment of ICG's debt, including the conversions of the 4.00% and 9.00% convertible notes described above.

Credit Facilities and Commercial Paper

On June 14, 2011, the Company amended and restated its secured credit facility to allow for up to $2.0 billion in borrowings. Borrowings under this credit facility bear interest at a floating rate based on LIBOR determined by reference to the Company's leverage ratio, as calculated in accordance with the credit agreement. The credit facility has a five-year term that expires on June 14, 2016 and is secured by substantially all of the Company's assets as well as its ownership interests in substantially all of its subsidiaries, excluding its ownership interests in Arch Western and its subsidiaries. Commitment fees of 0.50% per annum are payable on the average unused daily

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balance of the revolving credit facility. The Company paid and deferred $20.7 million in financing fees related to the amendment of this agreement. Financial covenant requirements may restrict the amount of unused capacity available to the Company for borrowings and letters of credit.

On June 14, 2011, the Company terminated its commercial paper placement program and the supporting credit facility.

Availability

As of June 30, 2011 the Company had $360.0 million of borrowings outstanding under the amended revolving credit facility. The revolving credit facility contains customary financial covenants that limit the Company's total debt based on defined earnings measurements. As of June 30, 2011, the Company had availability of approximately $1.1 billion under all lines of credit, as limited by these covenants. The Company also had outstanding letters of credit of $76.2 million as of June 30, 2011.

6. Acquired Sales Contracts

Coal supply agreements (sales contracts) acquired in a business combination are capitalized at their fair value and amortized over the tons of coal shipped during the term of the contract. The fair value of a sales contract is determined by discounting the cash flows attributable to the difference between the contract price and the prevailing forward prices for the tons under contract at the date of acquisition. Below are the acquired sales contracts reflected in the condensed consolidated balance sheets:

	June 30, 2011	December 31, 2010
	(In thousands)	
Location in Balance Sheet		
Other current assets	$ 35,496	$ 25,063
Other assets	24,622	7,014
Total	60,118	32,077
Accrued expenses and other current liabilities	(80,411)	(5,615)
Other noncurrent liabilities	(58,787)	(20,426)
Total	(139,198)	(26,041)
Net total	$ (79,080)	$ 6,036

Above-market contracts with a preliminary fair value of $43.3 million and below-market contracts with a preliminary fair value of $121.0 million were acquired from ICG. Of these amounts, $22.7 million and $75.4 million were classified as current assets and current liabilities, respectively, at the acquisition date.

The Company anticipates amortization income of all acquired sales contracts, based upon the preliminary fair value assigned to acquired ICG sales contracts and expected shipments in the next five years, to be approximately $41 million for the remainder of 2011, $10 million in 2012, $6 million in 2013, $9 million in 2014 and $13 million in 2015.

7. Investments

	Knight Hawk	DKRW	DTA	Tenaska	Millennium	Total
			(In thousands)			
Balance at December 31, 2010	$ 131,250	$ 21,961	$ 14,472	$ 9,768	$ —	$ 177,451
Investments in affiliates	—	—	2,910	5,500	25,570	33,980
Advances to (distributions from) affiliates, net	(9,591)	—	—	—	—	(9,591)
Equity in comprehensive income (loss)	9,981	(1,079)	(2,207)	(2)	(887)	5,806
Balance at June 30, 2011	$ 131,640	$ 20,882	$ 15,175	$ 15,266	$ 24,683	$ 207,646
Notes receivable from investees:						
Balance at December 31, 2010	$ 1,700	$ 18,100	$ —	$ 4,100	$ —	$ 23,900
Balance at June 30, 2011	—	24,700	—	4,600	—	29,300

In January 2011, the Company purchased a 38% ownership interest in Millennium Bulk Terminals-Longview, LLC ("Millennium"), the owner of a brownfield bulk commodity terminal on the Columbia River near Longview, Washington, for $25.0 million, plus additional future consideration upon the completion of certain project milestones. Millennium continues to work on obtaining the required approvals and necessary permits to complete dredging and other upgrades to enable coal, alumina and cementitious material

shipments through the terminal. The Company will control 38% of the terminal's throughput and storage capacity, in order to facilitate export shipments of coal off the west coast of the United States.

The Company may be required to make future contingent payments of up to $70.9 million related to development financing for certain of its equity investees. The Company's obligation to make these payments, as well as the timing of any payments required, is contingent upon a number of factors, including project development progress, receipt of permits and construction financing.

8. Derivatives

The Company generally utilizes derivative financial instruments to manage exposures to commodity prices. Additionally, the Company may hold certain coal derivative financial instruments for trading purposes.

All derivative financial instruments are recognized in the balance sheet at fair value. In a fair value hedge, the Company hedges the risk of changes in the fair value of a firm commitment, typically a fixed-price coal sales contract. Changes in both the hedged firm commitment and the fair value of a derivative used as a hedge instrument in a fair value hedge are recorded in earnings. In a cash flow hedge, the Company hedges the risk of changes in future cash flows related to a forecasted purchase or sale. Changes in the fair value of the derivative instrument used as a hedge instrument in a cash flow hedge are recorded in other comprehensive income. Amounts in other comprehensive income are reclassified to earnings when the hedged transaction affects earnings and are classified in a manner consistent with the transaction being hedged. The Company formally documents the relationships between hedging instruments and the respective hedged items, as well as its risk management objectives for hedge transactions.

The Company evaluates the effectiveness of its hedging relationships both at the hedge's inception and on an ongoing basis. Any ineffective portion of the change in fair value of a derivative instrument used as a hedge instrument in a fair value or cash flow hedge is recognized immediately in earnings. The ineffective portion is based on the extent to which exact offset is not achieved between the change in fair value of the hedge instrument and the cumulative change in expected future cash flows on the hedged transaction from inception of the hedge in a cash flow hedge or the change in the fair value of the firm commitment in a fair value hedge.

Diesel fuel price risk management

The Company is exposed to price risk with respect to diesel fuel purchased for use in its operations. The Company purchases approximately 75 to 85 million gallons of diesel fuel annually in its operations. To reduce the volatility in the price of diesel fuel for its operations, the Company uses forward physical diesel purchase contracts, as well as heating oil swaps and purchased call options. At June 30, 2011, the Company had protected the price of approximately 70% of its expected purchases for the remainder of fiscal year 2011 and 41% for fiscal year 2012.

At June 30, 2011, the Company held heating oil swaps and purchased call options for approximately 66.8 million gallons for the purpose of managing the price risk associated with future diesel purchases. Since the changes in the price of heating oil highly correlate to changes in the price of the hedged diesel fuel purchases, the heating oil swaps and purchased call options qualify for cash flow hedge accounting.

Coal risk management positions

The Company may sell or purchase forward contracts, swaps and options in the over-the-counter coal market in order to manage its exposure to coal prices. The Company has exposure to the risk of fluctuating coal prices related to forecasted sales or purchases of coal or to the risk of changes in the fair value of a fixed price physical sales contract. Certain derivative contracts may be designated as hedges of these risks.

At June 30, 2011, the Company held derivatives for risk management purposes totaling 1.3 million tons of coal sales and 0.6 million tons of coal purchases that are expected to settle during the remainder of 2011, 1.3 million tons of coal sales and 0.2 million tons of coal purchases that are expected to settle in 2012, 0.7 million tons of coal sales that are expected to settle in 2013, 1.4 million tons of coal sales that are expected to settle in 2014 and 0.7 million tons of coal sales that are expected to settle in 2015.

Coal trading positions

The Company may sell or purchase forward contracts, swaps and options in the over-the-counter coal market for trading purposes. The Company is exposed to the risk of changes in coal prices on the value of its coal trading portfolio. The timing of the estimated future

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realization of the value of the trading portfolio is 50% for the remainder of 2011 and 50% in 2012.

Tabular derivatives disclosures

The Company's contracts with certain of its counterparties allow for the settlement of contracts in an asset position with contracts in a liability position in the event of default or termination. Such netting arrangements reduce the Company's credit exposure related to these counterparties. For classification purposes, the Company records the net fair value of all the positions with a given counterparty as a net asset or liability in the condensed consolidated balance sheets. The amounts shown in the table below represent the fair value position of individual contracts, regardless of the net position presented in the accompanying condensed consolidated balance sheets. The fair value and location of derivatives reflected in the accompanying condensed consolidated balance sheets are as follows:

Fair Value of Derivatives
(in thousands)

	June 30, 2011			December 31, 2010		
	Asset Derivative	Liability Derivative		Asset Derivative	Liability Derivative	
Derivatives Designated as Hedging Instruments						
Heating oil	$ 18,101	$ —		$ 13,475	$ —	
Coal	3,273	(1,924)		2,009	(2,350)	
Total	21,374	(1,924)		15,484	(2,350)	
Derivatives Not Designated as Hedging Instruments						
Coal — held for trading purposes	18,780	(9,788)		34,445	(24,087)	
Coal	1,352	(4,704)		1,139	(912)	
Total	20,132	(14,492)		35,584	(24,999)	
Total derivatives	41,506	(16,416)		51,068	(27,349)	
Effect of counterparty netting	(10,625)	10,625		(22,402)	22,402	
Net derivatives as classified in the balance sheets	**$ 30,881**	**$ (5,791)**	**$ 25,090**	**$ 28,666**	**$ (4,947)**	**$ 23,719**

Net derivatives as reflected on the balance sheets

		June 30, 2011	December 31, 2010
Heating oil	Other current assets	$ 18,101	$ 13,475
Coal	Coal derivative assets	12,780	15,191
	Coal derivative liabilities	(5,791)	(4,947)
		$ 25,090	**$ 23,719**

The Company had a current asset for the right to reclaim cash collateral of $9.2 million and $10.3 million at June 30, 2011 and December 31, 2010, respectively. These amounts are not included with the derivatives presented in the table above and are included in "other current assets" in the accompanying condensed consolidated balance sheets.

The effects of derivatives on measures of financial performance are as follows:

Three Months Ended June 30
(in thousands)

Derivatives used in Cash Flow Hedging Relationships	Gain (Loss) Recognized in OCI (Effective Portion)		Gains (Losses) Reclassified from OCI into Income (Effective Portion)		Gain (Loss) Recognized in Income (Ineffective Portion and Amount Excluded from Effectiveness Testing)	
	2011	2010	2011	2010	2011	2010
Heating oil	$ (6,337)	$ (8,572)	$ 6,654**(2)**	$ 1,925**(2)**	$ —	$ —
Coal sales	1,344	(7,237)	237**(1)**	(1,201)**(1)**	—	—
Coal purchases	97	7,167	—**(2)**	—**(2)**	—	—
Totals	$ (4,896)	$ (8,642)	$ 6,891	$ 724	$ —	$ —

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Derivatives Not Designated as Hedging Instruments	Gain (Loss)	
	2011	2010
Coal — unrealized	$ (374)**(3)**	$ (3,466)**(3)**

Coal — realized	$ 147(4)	$ 1,252(4)

Location in Statement of Income:
(1) Coal sales
(2) Cost of coal sales
(3) Change in fair value of coal derivatives and coal trading activities, net
(4) Other operating income, net

During the three months ended June 30, 2011 and 2010, the Company recognized net unrealized and realized losses of $2.3 million and $1.1 million, respectively, related to its trading portfolio (including derivative and non-derivative contracts). These balances are included in the caption “Change in fair value of coal derivatives and coal trading activities, net” in the accompanying condensed consolidated statements of income and are not included in the previous table.

Six Months Ended June 30
(in thousands)

Derivatives used in Cash Flow Hedging Relationships	Gain (Loss) Recognized in OCI (Effective Portion)		Gains (Losses) Reclassified from OCI into Income (Effective Portion)		Gain (Loss) Recognized in Income (Ineffective Portion and Amount Excluded from Effectiveness Testing)	
	2011	2010	2011	2010	2011	2010
Heating oil	$ 7,921	$ (8,560)	$ 9,824(2)	$ (304)(2)	$ —	$ —
Coal sales	2,750	(7,638)	324(1)	(1,330)(1)	—	—
Coal purchases	(779)	8,069	—(2)	(336)(2)	—	—
Totals	$ 9,892	$ (8,129)	$ 10,148	$ (1,970)	$ —	$ —

Derivatives Not Designated as Hedging Instruments	Gain (Loss)	
	2011	2010
Coal — unrealized	$ (1,419)(3)	$ (8,388)(3)
Coal — realized	$ 147(4)	$ 2,852(4)

Location in Statement of Income:
(1) Coal sales
(2) Cost of coal sales
(3) Change in fair value of coal derivatives and coal trading activities, net
(4) Other operating income, net

The Company recognized net unrealized and realized gains of $0.5 million during the six months ended June 30, 2011 and net unrealized and realized losses of $2.1 million during the six months ended June 30, 2010 related to its trading portfolio (including derivative and non-derivative contracts). These balances are included in the caption “Change in fair value of coal derivatives and coal trading activities, net” in the accompanying condensed consolidated statements of income and are not included in the previous table.

During the next twelve months, based on fair values at June 30, 2011, gains on derivative contracts designated as hedge instruments in cash flow hedges of approximately $17.9 million are expected to be reclassified from other comprehensive income into earnings.

9. Inventories

Inventories consist of the following:

	June 30, 2011	December 31, 2010
	(In thousands)	
Coal	$ 189,989	$ 115,647
Repair parts and supplies, net of allowance	160,212	119,969
	$ 350,201	$ 235,616

The repair parts and supplies are stated net of an allowance for slow-moving and obsolete inventories of $13.1 million at June 30, 2011, and $12.7 million at December 31, 2010.

10. Fair Value Measurements

The hierarchy of fair value measurements prioritizes the inputs to valuation techniques used to measure fair value. The levels of the hierarchy, as defined below, give the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities and the lowest priority to unobservable inputs.

- Level 1 is defined as observable inputs such as quoted prices in active markets for identical assets. Level 1 assets include available-for-sale equity securities and coal futures that are submitted for clearing on the New York Mercantile Exchange.

- Level 2 is defined as observable inputs other than Level 1 prices. These include quoted prices for similar assets or liabilities in an active market, quoted prices for identical assets and liabilities in markets that are not active, or other inputs that are observable or can be corroborated by

observable market data for substantially the full term of the assets or liabilities. The Company's level 2 assets and liabilities include commodity contracts (coal and heating oil) with fair values derived from quoted prices in over-the-counter markets or from prices received from direct broker quotes.

- Level 3 is defined as unobservable inputs in which little or no market data exists, therefore requiring an entity to develop its own assumptions. These include the Company's commodity option contracts (primarily coal and heating oil) valued using modeling techniques, such as Black-Scholes, that require the use of inputs, particularly volatility, that are rarely observable.

The table below sets forth, by level, the Company's financial assets and liabilities that are recorded at fair value in the accompanying condensed consolidated balance sheet:

	Fair Value at June 30, 2011			
	Total	Level 1	Level 2	Level 3
	(In thousands)			
Assets:				
Investments in equity securities	$ 6,335	$ 6,319	$ —	$ 16
Derivatives	30,881	6,233	10,054	14,594
Total assets	$ 37,216	$ 12,552	$ 10,054	$ 14,610
Liabilities:				
Derivatives	$ 5,791	$ —	$ 1,655	$ 4,136

The Company's contracts with certain of its counterparties allow for the settlement of contracts in an asset position with contracts in a liability position in the event of default or termination. For classification purposes, the Company records the net fair value of all the positions with these counterparties as a net asset or liability. Each level in the table above displays the underlying contracts according to their classification in the accompanying condensed consolidated balance sheet, based on this counterparty netting.

The following table summarizes the change in the fair values of financial instruments categorized as level 3.

	Three Months Ended June 30, 2011	Six Months Ended June 30, 2011
	(In thousands)	
Balance, beginning of period	$ 15,781	$ 9,183
Realized and unrealized losses recognized in earnings	(4,545)	(7,124)
Realized and unrealized gains (losses) recognized in other comprehensive income	(5,453)	3,475
Purchases	9,006	10,472
Issuances	(2,160)	(2,160)
Settlements	(2,155)	(3,372)
Balance, end of period	$ 10,474	$ 10,474

Net unrealized losses during the three and six month periods ended June 30, 2011 related to level 3 financial instruments held on

June 30, 2011 were $8.3 million and $3.5 million, respectively.

Fair Value of Long-Term Debt

At June 30, 2011 and December 31, 2010, the fair value of the Company's senior notes and other long-term debt, including amounts classified as current, was $4.3 billion and $1.7 billion, respectively. Fair values are based upon observed prices in an active market when available or from valuation models using market information.

11. Stock-Based Compensation and Other Incentive Plans

During the six months ended June 30, 2011, the Company granted options to purchase approximately 0.7 million shares of common stock with a weighted average exercise price of $32.50 per share and a weighted average grant-date fair value of $14.38 per share. The options' fair value was determined using the Black-Scholes option pricing model, using a weighted average risk-free rate of 1.95%, a weighted average dividend yield of 1.23% and a weighted average volatility of 57.61%. The options' expected life is 4.5 years and the options vest ratably over three years. The options provide for the continuation of vesting after retirement for recipients that meet certain criteria. The expense for these options will be recognized through the date that the employee first becomes eligible to retire and is no longer required to provide service to earn all or part of the award. The Company also granted 107,700 shares of restricted stock during the six months ended June 30, 2011 at a weighted average grant-date fair value of $32.49 per share. The restricted stock vests after three years.

During the six months ended June 30, 2011, the Company awarded 3.4 million performance units as part of its long-term incentive ("LTI") plan. The total number of units earned by a participant is based on financial and operational performance measures, and may be paid out in cash or in shares of the Company's common stock. The Company recognizes compensation expense over the three-year term of the grant. Amounts unpaid for all grants under the LTI plan totaled $8.6 million and $6.4 million as of June 30, 2011 and December 31, 2010, respectively.

The Company recognized compensation expense from all stock-based and LTI plans of $2.4 million and $5.0 million for the three months ended June 30, 2011 and 2010, respectively. The Company recognized compensation expense from all stock-based and LTI plans of $9.2 million and $8.8 million for the six months ended June 30, 2011 and 2010, respectively. These expenses are primarily included in selling, general and administrative expenses in the accompanying condensed consolidated statements of income.

12. Workers' Compensation Expense

The following table details the components of workers' compensation expense:

	Three Months Ended June 30		Six Months Ended June 30	
	2011	2010	2011	2010
	(In thousands)		(In thousands)	
Self-insured occupational disease benefits:				
Service cost	$ 246	$ 208	$ 439	$ 363
Interest cost	304	194	558	338
Net amortization	(160)	(382)	(261)	(930)
Total occupational disease	390	20	736	(229)
Traumatic injury claims and assessments	3,324	2,244	5,649	3,920
Total workers' compensation expense	$ 3,714	$ 2,264	$ 6,385	$ 3,691

13. Employee Benefit Plans

The following table details the components of pension benefit costs:

	Three Months Ended June 30		Six Months Ended June 30	
	2011	2010	2011	2010
	(In thousands)		(In thousands)	
Service cost	$ 3,926	$ 4,062	$ 8,245	$ 7,935
Interest cost	3,996	3,790	8,127	7,911
Expected return on plan assets	(5,438)	(5,530)	(10,906)	(9,696)
Amortization of prior service cost	(142)	43	(95)	86
Amortization of other actuarial losses	2,235	1,161	4,374	3,566
Net benefit cost	$ 4,577	$ 3,526	$ 9,745	$ 9,802

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The following table details the components of other postretirement benefit credits:

	Three Months Ended June 30		Six Months Ended June 30	
	2011	2010	2011	2010
	(In thousands)		(In thousands)	
Service cost	$ 518	$ 308	$ 923	$ 754
Interest cost	529	394	1,027	1,042
Amortization of prior service credits	(546)	(679)	(1,137)	(1,182)
Amortization of other actuarial gains	(952)	(989)	(1,550)	(1,459)
Net benefit credit	$ (451)	$ (966)	$ (737)	$ (845)

14. Comprehensive Income

Comprehensive income consists of net income and other comprehensive income. Other comprehensive income items are transactions recorded in stockholders' equity during the year, excluding net income and transactions with stockholders.

The following table presents the components of comprehensive income:

	Three Months Ended June 30		Six Months Ended June 30	
	2011	2010	2011	2010
	(In thousands)		(In thousands)	
Net income attributable to Arch Coal, Inc.	$ 11,079	$ 66,156	$ 66,680	$ 64,360
Other comprehensive income, net of income taxes:				
Pension, postretirement and other post-employment benefits, reclassifications into net income	293	(536)	866	56
Unrealized losses on available-for-sale securities	(1,434)	(925)	(687)	(916)
Unrealized gains and losses on derivatives, net of reclassifications into net income:				
Unrealized gains (losses) on derivatives	(3,127)	(5,451)	6,374	(5,089)
Reclassifications of (gains) losses into net income	(4,360)	(506)	(6,484)	1,217
Total comprehensive income	$ 2,451	$ 58,738	$ 66,749	$ 59,628

15. Earnings per Common Share

The following table provides the basis for earnings per share calculations by reconciling basic and diluted weighted average shares outstanding:

	Three Months Ended June 30		Six Months Ended June 30	
	2011	2010	2011	2010
	(In thousands)		(In thousands)	
Weighted average shares outstanding:				
Basic weighted average shares outstanding	174,244	162,388	168,442	162,380
Effect of common stock equivalents under incentive plans	1,028	742	1,112	725
Diluted weighted average shares outstanding	175,272	163,130	169,554	163,105

The effect of options to purchase 2.3 million and 2.4 million shares of common stock were excluded from the calculation of diluted weighted average shares outstanding for the three month periods ended June 30, 2011 and 2010, respectively, because the exercise price of these options exceeded the average market price of the Company's common stock for these periods. The effect of options to purchase 1.7 million and 2.4 million shares of common stock were

excluded from the calculation of diluted weighted average shares outstanding for the six month periods ended June 30, 2011 and 2010, respectively, because the exercise price of these options exceeded the average market price of the Company's common stock for these periods.

16. Guarantees

The Company has agreed to continue to provide surety bonds and letters of credit for the reclamation and retiree healthcare obligations of Magnum Coal Company ("Magnum") related to the properties the Company sold to Magnum on December 31, 2005. Patriot Coal Corporation ("Patriot") acquired Magnum in July 2008. The purchase agreement requires Magnum to reimburse the Company for costs related to the surety bonds and letters of credit and to use commercially reasonable efforts to replace the obligations.

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If the surety bonds and letters of credit related to the reclamation obligations are not replaced by Magnum within a specified period of time, Magnum must post a letter of credit in favor of the Company in the amounts of the reclamation obligations. As of June 30, 2011, Patriot has replaced $48.9 million of the surety bonds and has posted letters of credit of $32.7 million in the Company's favor. At June 30, 2011, the Company had $38.5 million of surety bonds remaining related to properties sold to Magnum. The surety bonding amounts are mandated by the state and are not directly related to the estimated cost to reclaim the properties.

Magnum also acquired certain coal supply contracts with customers who have not consented to the contracts' assignment from the Company to Magnum. The Company has committed to purchase coal from Magnum to sell to those customers at the same price it is charging the customers for the sale. In addition, certain contracts were assigned to Magnum, but the Company has guaranteed Magnum's performance under the contracts. The longest of the coal supply contracts extends to the year 2017. If Magnum is unable to supply the coal for these coal sales contracts then the Company would be required to purchase coal on the open market or supply contracts from its existing operations. At market prices effective at June 30, 2011, the cost of purchasing 10.7 million tons of coal to supply the contracts that have not been assigned over their duration would exceed the sales price under the contracts by approximately $368.2 million, and the cost of purchasing 1.1 million tons of coal to supply the assigned and guaranteed contracts over their duration would exceed the sales price under the contracts by approximately $23.8 million. As the Company does not believe that it is probable that it would have to purchase replacement coal, no losses have been recorded in the consolidated financial statements as of June 30, 2011. However, if the Company would have to perform under these guarantees, it could potentially have a material adverse effect on the business, results of operations and financial condition of the Company.

In connection with the Company's acquisition of the coal operations of Atlantic Richfield Company (ARCO) and the simultaneous combination of the acquired ARCO operations and the Company's Wyoming operations into the Arch Western joint venture, the Company agreed to indemnify the other member of Arch Western against certain tax liabilities in the event that such liabilities arise prior to June 1, 2013 as a result of certain actions taken, including the sale or other disposition of certain properties of Arch Western, the repurchase of certain equity interests in Arch Western by Arch Western or the reduction under certain circumstances of indebtedness incurred by Arch Western in connection with the acquisition. If the Company were to become liable, the maximum amount of potential future tax payments is $25.3 million at June 30, 2011, which is not recorded as a liability in the Company's condensed consolidated financial statements. Since the indemnification is dependent upon the initiation of activities within the Company's control and the Company does not intend to initiate such activities, it is remote that the Company will become liable for any obligation related to this indemnification. However, if such indemnification obligation were to arise, it could potentially have a material adverse effect on the business, results of operations and financial condition of the Company.

17. Contingencies

On June 15, 2011, we acquired ICG and its subsidiaries. The following matters related to certain claims and legal actions involving ICG and/or its subsidiaries.

Allegheny Energy Supply ("Allegheny"), the sole customer of coal produced at the Company's subsidiary Wolf Run Mining Company's ("Wolf Run") Sycamore No. 2 mine, filed a lawsuit against Wolf Run, Hunter Ridge Holdings, Inc. ("Hunter Ridge"), and ICG in state court in Allegheny County, Pennsylvania on December 28, 2006, and amended its complaint on April 23, 2007. Allegheny claimed that Wolf Run breached a coal supply contract when it declared force majeure under the contract upon idling the Sycamore No. 2 mine in the third quarter of 2006, and that Wolf Run continued to breach the contract by failing to ship in volumes referenced in the contract. The Sycamore No. 2 mine was idled after encountering adverse geologic conditions and abandoned gas wells that were previously unidentified and unmapped. After extensive searching for gas wells and rehabilitation of the mine, it was re-opened in 2007, but with notice to Allegheny that it would necessarily operate at reduced volumes in order to safely and effectively avoid the many gas wells within the reserve. The amended complaint also alleged that the production stoppages constitute a breach of the guarantee agreement by Hunter Ridge and breach of certain representations made upon entering into the contract in early 2005. Allegheny voluntarily dropped the breach of representation claims later. Allegheny claimed that it would incur costs in excess of $100 million to purchase replacement coal over the life of the contract. ICG, Wolf Run and Hunter Ridge answered the amended complaint on August 13, 2007, disputing all of the remaining claims.

On November 3, 2008, ICG, Wolf Run and Hunter Ridge filed an amended answer and counterclaim against the plaintiffs seeking to void the coal supply agreement due to, among other things, fraudulent inducement and conspiracy. On September 23, 2009, Allegheny filed a second amended complaint alleging several alternative theories of liability in its effort to extend contractual liability to ICG, which was not a party to the original contract and did not exist at the time Wolf Run and Allegheny entered into the contract. No new substantive claims were asserted. ICG answered the second amended complaint on October 13, 2009, denying all of the new claims. The Company's counterclaim was dismissed on motion for summary judgment entered on May 11, 2010. Allegheny's claims

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against ICG were also dismissed by summary judgment, but the claims against Wolf Run and Hunter Ridge were not. The court conducted a non-jury trial of this matter beginning on January 10, 2011 and concluding on February 1, 2011. At the trial, Allegheny presented its evidence for breach of contract and claimed that it is entitled to past and future damages in the aggregate of between $228.0 million and $377.0 million. Wolf Run and Hunter Ridge presented their defense of the claims, including evidence with respect to the existence of force majeure conditions and excuse under the contract and applicable law. Wolf Run and Hunter Ridge presented evidence that Allegheny's damages calculations were significantly inflated because it did not seek to determine

damages as of the time of the breach and in some instances artificially assumed future non-delivery or did not take into account the apparent requirement to supply coal in the future. On May 2, 2011, the trial court entered a Memorandum and Verdict determining that Wolf Run had breached the coal supply contract and that the performance shortfall was not excused by force majeure. The trial court awarded total damages and interest in the amount of $104.1 million. ICG and Allegheny have filed post-verdict motions in the trial court. The court's judgment on those motions is expected to be issued soon, after which the Company expects to appeal to the Pennsylvania appellate court, if necessary. No appeal bond is necessary while post-verdict motions are pending with the trial court, but an appeal bond equal to the damages assessed may have to be posted in the future.

As of June 30, 2011, the Company has accrued $104.1 million for this lawsuit, representing the fair value of the judgment at the acquisition date. The ultimate resolution of this matter could result in an outcome which may be materially different than what the Company has accrued.

In addition, the Company is a party to numerous claims and lawsuits with respect to various matters. The Company provides for costs related to contingencies when a loss is probable and the amount is reasonably determinable. After conferring with counsel, it is the opinion of management that the ultimate resolution of pending claims, other than as noted above, will not have a material adverse effect on the consolidated financial condition, results of operations or liquidity of the Company.

18. Segment Information

The Company has three reportable business segments, which are based on the major coal producing basins in which the Company operates. Each of these reportable business segments includes a number of mine complexes. The Company manages its coal sales by coal basin, not by individual mine complex. Geology, coal transportation routes to customers, regulatory environments and coal quality are characteristic to a basin. Accordingly, market and contract pricing have developed by coal basin. Mine operations are evaluated based on their per-ton operating costs (defined as including all mining costs but excluding pass-through transportation expenses), as well as on other non-financial measures, such as safety and environmental performance. The Company's reportable segments are the Powder River Basin (PRB) segment, with operations in Wyoming; the Western Bituminous (WBIT) segment, with operations in Utah, Colorado and southern Wyoming; the Appalachia (APP) segment, with operations in West Virginia, Kentucky, Maryland and Virginia. The Appalachia segment includes the acquired ICG operations in Appalachia, as well as the Company's previous Central Appalachia segment. The "Other" operating segment represents primarily the Company's Illinois operations and ADDCAR subsidiary, which manufactures and sells its patented highwall mining system.

Operating segment results for the three and six months ended June 30, 2011 and 2010 are presented below. Results for the reportable segments include all direct costs of mining, including all depreciation, depletion and amortization related to the mining operations, even if the assets are not recorded at the operating segment level. See discussion of segment assets below. Corporate, Other and Eliminations includes the change in fair value of coal derivatives and coal trading activities, net; corporate overhead; land management; other support functions; and the elimination of intercompany transactions.

The asset amounts below represent an allocation of assets used in the segments' cash-generating activities. The amounts in Corporate, Other and Eliminations represent primarily corporate assets (cash, receivables, investments, plant, property and equipment) as well as unassigned coal reserves, above-market acquired sales contracts and other unassigned assets.

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	PRB	APP	WBIT	Other Operating Segments	Corporate, Other and Eliminations	Consolidated
	(In thousands)					
Three months ended June 30, 2011						
Coal sales	$ 391,413	$ 400,792	$ 189,154	$ 3,728	$ —	$ 985,087
Income from operations	35,615	97,876	43,672	317	(74,663)	102,817
Depreciation, depletion and amortization	41,165	31,025	22,099	605	289	95,183
Amortization of acquired sales contracts, net	5,603	(4,123)	—	9	—	1,489
Capital expenditures	15,647	29,288	10,115	4,328	9,636	69,014
Three months ended June 30, 2010						
Coal sales	$ 370,499	$ 261,646	$ 132,150	$ —	$ —	$ 764,295
Income from operations	33,177	54,079	13,876	—	5,367	106,499
Depreciation, depletion and amortization	44,433	24,581	18,390	—	355	87,759
Amortization of acquired sales contracts, net	5,214	—	—	—	—	5,214
Capital expenditures	3,725	12,972	20,703	—	102,583	139,983
Six months ended June 30, 2011						
Coal sales	$ 784,526	$ 725,178	$ 344,593	$ 3,728	$ —	$ 1,858,025
Income from operations	82,489	152,270	70,564	317	(100,585)	205,055
Total assets	2,212,818	5,208,551	679,231	217,765	1,833,080	10,151,445
Depreciation, depletion and amortization	82,856	52,041	42,628	605	590	178,720
Amortization of acquired sales contracts, net	11,547	(4,123)	—	9	—	7,433
Capital expenditures	18,485	46,590	21,892	4,373	16,385	107,725
Six months ended June 30, 2010						
Coal sales	$ 729,914	$ 481,392	$ 264,863	$ —	$ —	$ 1,476,169
Income from operations	49,738	91,672	26,306	—	(29,017)	138,699
Total assets	2,331,449	725,588	682,565	—	1,150,938	4,890,540
Depreciation, depletion and amortization	89,054	47,755	38,760	—	709	176,278
Amortization of acquired sales contracts, net	15,967	—	—	—	—	15,967
Capital expenditures	4,450	24,609	33,804	—	109,095	171,958

A reconciliation of segment income from operations to consolidated income before income taxes follows:

	Three Months Ended June 30		Six Months Ended June 30	
	2011	2010	2011	2010
	(In thousands)		(In thousands)	
Income from operations	$ 102,817	$ 106,499	$ 205,055	$ 138,699
Interest expense	(42,249)	(35,125)	(76,829)	(70,208)
Interest income	755	623	1,501	961
Bridge financing costs related to ICG	(49,490)	—	(49,490)	—
Net loss resulting from early retirement of ICG debt	(250)	—	(250)	—
Income before income taxes	$ 11,583	$ 71,997	$ 79,987	$ 69,452

19. Supplemental Condensed Consolidating Financial Information

Pursuant to the indenture governing the Arch Coal, Inc. senior notes, certain wholly-owned subsidiaries of the Company have fully and unconditionally guaranteed the senior notes on a joint and several basis. The following tables present unaudited condensed consolidating financial information for (i) the Company, (ii) the issuer of the senior notes, (iii) the guarantors under the Notes, and (iv) the entities which are not guarantors under the Notes (Arch Western Resources, LLC and Arch Receivable Company, LLC):

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Condensed Consolidating Statements of Income
Three Months Ended June 30, 2011
(unaudited)

	Parent/Issuer	Guarantor Subsidiaries	Non-Guarantor Subsidiaries	Eliminations	Consolidated
			(In thousands)		
Revenue					
Coal sales	$ —	$ 419,454	$ 565,633	$ —	$ 985,087
Costs, expenses and other					
Cost of coal sales	4,940	282,535	447,707	(25,229)	709,953
Depreciation, depletion and amortization	659	54,008	40,516	—	95,183
Amortization of acquired sales contracts, net	—	(4,113)	5,602	—	1,489
Selling, general and administrative expenses	18,600	3,170	9,104	(1,835)	29,039
Change in fair value of coal derivatives and coal trading activities, net	—	2,672	—	—	2,672
Acquisition and transition costs related to ICG	48,666	—	—	—	48,666
Other operating (income) expense, net	(4,831)	(29,687)	2,722	27,064	(4,732)
	68,034	308,585	505,651	—	882,270
Income from investment in subsidiaries	172,831	—	—	(172,831)	—
Income from operations	104,797	110,869	59,982	(172,831)	102,817
Interest income (expense), net:					
Interest expense	(47,824)	(1,924)	(10,962)	18,461	(42,249)
Interest income	4,100	135	14,981	(18,461)	755
	(43,724)	(1,789)	4,019	—	(41,494)
Other non-operating expense:					
Bridge financing costs related to ICG	(49,490)	—	—	—	(49,490)
Net loss resulting from early retirement of ICG debt	—	(250)	—	—	(250)
	(49,490)	(250)	—	—	(49,740)
Income before income taxes	11,583	108,830	64,001	(172,831)	11,583
Provision for income taxes	186	—	—	—	186
Net income	11,397	108,830	64,001	(172,831)	11,397
Less: Net income attributable to noncontrolling interest	(318)	—	—	—	(318)
Net income attributable to Arch Coal	$ 11,079	$ 108,830	$ 64,001	$ (172,831)	$ 11,079

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Condensed Consolidating Statements of Income
Three Months Ended June 30, 2010
(unaudited)

	Parent/Issuer	Guarantor Subsidiaries	Non-Guarantor Subsidiaries	Eliminations	Consolidated

			(In thousands)		
Revenue					
Coal sales	$ —	$ 282,817	$ 481,478	$ —	$ 764,295
Costs, expenses and other					
Cost of coal sales	2,148	193,243	396,568	(21,098)	570,861
Depreciation, depletion and amortization	725	46,941	40,093	—	87,759
Amortization of acquired sales contracts, net	—	—	5,214	—	5,214
Selling, general and administrative expenses	23,251	1,836	12,006	(1,749)	35,344
Change in fair value of coal derivatives and coal trading activities, net	—	4,587	—	—	4,587
Gain on Knight Hawk transaction	—	(41,577)	—	—	(41,577)
Other operating (income) expense, net	(2,818)	(26,202)	1,781	22,847	(4,392)
	23,306	178,828	455,662	—	657,796
Income from investment in subsidiaries	126,555	—	—	(126,555)	—
Income from operations	103,249	103,989	25,816	(126,555)	106,499
Interest expense, net:					
Interest expense	(33,524)	(780)	(18,387)	17,566	(35,125)
Interest income	2,272	75	15,842	(17,566)	623
	(31,252)	(705)	(2,545)	—	(34,502)
Income before income taxes	71,997	103,284	23,271	(126,555)	71,997
Provision for income taxes	5,723	—	—	—	5,723
Net income	66,274	103,284	23,271	(126,555)	66,274
Less: Net income attributable to noncontrolling interest	(118)	—	—	—	(118)
Net income attributable to Arch Coal	$ 66,156	$ 103,284	$ 23,271	$ (126,555)	$ 66,156

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Condensed Consolidating Statements of Income
Six Months Ended June 30, 2011
(unaudited)

	Parent/Issuer	Guarantor Subsidiaries	Non-Guarantor Subsidiaries	Eliminations	Consolidated
			(In thousands)		
Revenue					
Coal sales	$ —	$ 757,988	$ 1,100,037	$ —	$ 1,858,025
Costs, expenses and other					
Cost of coal sales	8,219	534,420	871,030	(50,032)	1,363,637
Depreciation, depletion and amortization	1,331	97,288	80,101	—	178,720
Amortization of acquired sales contracts, net	—	(4,113)	11,546	—	7,433
Selling, general and administrative expenses	38,936	5,053	19,017	(3,532)	59,474
Change in fair value of coal derivatives and coal trading activities, net	—	888	—	—	888
Acquisition and transition costs related to ICG	48,666	—	—	—	48,666
Other operating (income) expense, net	(9,398)	(57,143)	7,129	53,564	(5,848)
	87,754	576,393	988,823	—	1,652,970
Income from investment in subsidiaries	297,834	—	—	(297,834)	—
Income from operations	210,080	181,595	111,214	(297,834)	205,055
Interest income (expense), net:					
Interest expense	(88,445)	(2,638)	(21,944)	36,198	(76,829)
Interest income	7,842	432	29,425	(36,198)	1,501
	(80,603)	(2,206)	7,481	—	(75,328)
Other non-operating expense:					
Bridge financing costs related to ICG	(49,490)	—	—	—	(49,490)
Net loss resulting from early retirement of ICG debt	—	(250)	—	—	(250)
	(49,490)	(250)	—	—	(49,740)
Income before income taxes	79,987	179,139	118,695	(297,834)	79,987
Provision for income taxes	12,716	—	—	—	12,716

	Parent/Issuer	Guarantor Subsidiaries	Non-Guarantor Subsidiaries	Eliminations	Consolidated
Net income	67,271	179,139	118,695	(297,834)	67,271
Less: Net income attributable to noncontrolling interest	(591)	—	—	—	(591)
Net income attributable to Arch Coal	$ 66,680	$ 179,139	$ 118,695	$ (297,834)	$ 66,680

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Condensed Consolidating Statements of Income
Six Months Ended June 30, 2010
(unaudited)

	Parent/Issuer	Guarantor Subsidiaries	Non-Guarantor Subsidiaries	Eliminations	Consolidated
			(In thousands)		
Revenue					
Coal sales	$ —	$ 521,845	$ 954,324	$ —	$ 1,476,169
Costs, expenses and other					
Cost of coal sales	4,976	361,961	794,079	(39,405)	1,121,611
Depreciation, depletion and amortization	1,476	90,659	84,143	—	176,278
Amortization of acquired sales contracts, net	—	—	15,967	—	15,967
Selling, general and administrative expenses	41,894	3,642	20,409	(3,435)	62,510
Change in fair value of coal derivatives and coal trading activities, net	—	10,464	—	—	10,464
Gain on Knight Hawk transaction	—	(41,577)	—	—	(41,577)
Other operating (income) expense, net	(4,778)	(48,924)	3,079	42,840	(7,783)
	43,568	376,225	917,677	—	1,337,470
Income from investment in subsidiaries	173,820	—	—	(173,820)	—
Income from operations	130,252	145,620	36,647	(173,820)	138,699
Interest expense, net:					
Interest expense	(64,955)	(1,359)	(36,503)	32,609	(70,208)
Interest income	4,155	164	29,251	(32,609)	961
	(60,800)	(1,195)	(7,252)	—	(69,247)
Income before income taxes	69,452	144,425	29,395	(173,820)	69,452
Provision for income taxes	4,948	—	—	—	4,948
Net income	64,504	144,425	29,395	(173,820)	64,504
Less: Net income attributable to noncontrolling interest	(144)	—	—	—	(144)
Net income attributable to Arch Coal	$ 64,360	$ 144,425	$ 29,395	$ (173,820)	$ 64,360

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Condensed Consolidating Balance Sheets
June 30, 2011
(unaudited)

	Parent/Issuer	Guarantor Subsidiaries	Non-Guarantor Subsidiaries	Eliminations	Consolidated
			(In thousands)		
Assets					
Cash and cash equivalents	$ 9,350	$ 2,134	$ 70,861	$ —	$ 82,345
Restricted cash	74,814	276,152	—	—	350,966
Receivables	51,241	134,803	241,653	(1,581)	426,116
Inventories	—	177,614	172,587	—	350,201
Other	29,418	133,887	15,732	—	179,037
Total current assets	164,823	724,590	500,833	(1,581)	1,388,665
Property, plant and equipment, net	11,268	6,257,368	1,457,820	—	7,726,456
Investment in subsidiaries	8,492,557	—	—	(8,492,557)	—
Intercompany receivables	(2,160,682)	818,816	1,341,866	—	—
Note receivable from Arch Western	225,000	—	—	(225,000)	—
Other	445,302	577,022	14,000	—	1,036,324
Total other assets	7,002,177	1,395,838	1,355,866	(8,717,557)	1,036,324

	Parent/Issuer	Guarantor Subsidiaries	Non-Guarantor Subsidiaries	Eliminations	Consolidated
Total assets	$ 7,178,268	$ 8,377,796	$ 3,314,519	$ (8,719,138)	$ 10,151,445
Liabilities and Stockholders' Equity					
Accounts payable	$ 26,716	$ 164,243	$ 95,478	$ —	$ 286,437
Accrued expenses and other current liabilities	86,198	164,682	151,512	(1,581)	400,811
Current maturities of debt and short-term borrowings	131,750	296,860	—	—	428,610
Total current liabilities	244,664	625,785	246,990	(1,581)	1,115,858
Long-term debt	3,321,528	1,101	451,294	—	3,773,923
Note payable to Arch Coal	—	—	225,000	(225,000)	—
Asset retirement obligations	622	105,428	306,274	—	412,324
Accrued pension benefits	13,087	4,333	18,627	—	36,047
Accrued postretirement benefits other than pension	14,888	49,734	23,004	—	87,626
Accrued workers' compensation	15,042	43,140	6,845	—	65,027
Deferred income taxes	(20,679)	884,649	—	—	863,970
Other noncurrent liabilities	50,707	171,002	36,552	—	258,261
Total liabilities	3,639,859	1,885,172	1,314,586	(226,581)	6,613,036
Redeemable noncontrolling interest	11,032	—	—	—	11,032
Stockholders' equity	3,527,377	6,492,624	1,999,933	(8,492,557)	3,527,377
Total liabilities and stockholders' equity	$ 7,178,268	$ 8,377,796	$ 3,314,519	$ (8,719,138)	$ 10,151,445

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Condensed Consolidating Balance Sheets
December 31, 2010
(unaudited)

	Parent/Issuer	Guarantor Subsidiaries	Non-Guarantor Subsidiaries (In thousands)	Eliminations	Consolidated
Assets					
Cash and cash equivalents	$ 13,713	$ 64	$ 79,816	$ —	$ 93,593
Receivables	31,458	12,740	210,075	(1,953)	252,320
Inventories	—	85,196	150,420	—	235,616
Other	29,575	102,375	21,435	—	153,385
Total current assets	74,746	200,375	461,746	(1,953)	734,914
Property, plant and equipment, net	9,817	1,800,578	1,498,497	—	3,308,892
Investment in subsidiaries	4,555,233	—	—	(4,555,233)	—
Intercompany receivables	(1,807,902)	508,624	1,299,278	—	—
Note receivable from Arch Western	225,000	—	—	(225,000)	—
Other	481,345	344,698	10,920	—	836,963
Total other assets	3,453,676	853,322	1,310,198	(4,780,233)	836,963
Total assets	$ 3,538,239	$ 2,854,275	$ 3,270,441	$ (4,782,186)	$ 4,880,769
Liabilities and Stockholders' Equity					
Accounts payable	$ 10,753	$ 65,793	$ 121,670	$ —	$ 198,216
Accrued expenses and other current liabilities	75,746	31,123	153,217	(1,953)	258,133
Current maturities of debt and short-term borrowings	14,093	—	56,904	—	70,997
Total current liabilities	100,592	96,916	331,791	(1,953)	527,346
Long-term debt	1,087,126	—	451,618	—	1,538,744
Note payable to Arch Coal	—	—	225,000	(225,000)	—
Asset retirement obligations	873	32,029	301,355	—	334,257
Accrued pension benefits	20,843	4,407	23,904	—	49,154
Accrued postretirement benefits other than pension	14,284	—	23,509	—	37,793
Accrued workers' compensation	15,383	13,805	6,102	—	35,290
Other noncurrent liabilities	51,187	22,135	36,912	—	110,234
Total liabilities	1,290,288	169,292	1,400,191	(226,953)	2,632,818
Redeemable noncontrolling interest	10,444	—	—	—	10,444
Stockholders' equity	2,237,507	2,684,983	1,870,250	(4,555,233)	2,237,507
Total liabilities and stockholders' equity	$ 3,538,239	$ 2,854,275	$ 3,270,441	$ (4,782,186)	$ 4,880,769

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Condensed Consolidating Statements of Cash Flows
Six Months Ended June 30, 2011
(unaudited)

	Parent/Issuer	Guarantor Subsidiaries	Non-Guarantor Subsidiaries (In thousands)	Eliminations	Consolidated
Cash provided by (used in) operating activities	$ (109,358)	$ 278,596	$ 144,962	$ —	$ 314,200

Investing Activities					
Acquisition of ICG, net of cash acquired	(2,910,380)	—	—	—	(2,910,380)
Change in restricted cash	(74,814)	—	—	—	(74,814)
Capital expenditures	(2,459)	(65,927)	(39,339)	—	(107,725)
Proceeds from dispositions of property, plant and equipment	—	1,315	96	—	1,411
Purchases of investments and advances to affiliates	(725,938)	(27,058)	—	714,937	(38,059)
Additions to prepaid royalties	—	(21,440)	(3,772)	—	(25,212)
Cash used in investing activities	(3,713,591)	(113,110)	(43,015)	714,937	(3,154,779)
Financing Activities					
Proceeds from the issuance of senior notes	2,000,000	—	—	—	2,000,000
Proceeds from the issuance of common stock, net	1,249,407	—	—	—	1,249,407
Contributions from parent	—	714,937		(714,937)	—
Payments to retire ICG debt	—	(307,984)	—	—	(307,984)
Increase in restricted cash for retirement of ICG debt	—	(260,663)	—	—	(260,663)
Net increase (decrease) in borrowings under lines of credit and commercial paper program	360,000	—	(56,904)	—	303,096
Net payments on other debt	(8,845)	—	—	—	(8,845)
Debt financing costs	(112,326)	—	(8)	—	(112,334)
Dividends paid	(34,192)	—	—	—	(34,192)
Issuance of common stock under incentive plans	846	—	—	—	846
Transactions with affiliates, net	363,696	(309,706)	(53,990)	—	—
Cash provided by (used in) financing activities	3,818,586	(163,416)	(110,902)	(714,937)	2,829,331
Increase (decrease) in cash and cash equivalents	(4,363)	2,070	(8,955)	—	(11,248)
Cash and cash equivalents, beginning of period	13,713	64	79,816	—	93,593
Cash and cash equivalents, end of period	$ 9,350	$ 2,134	$ 70,861	$ —	$ 82,345

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Condensed Consolidating Statements of Cash Flows
Six Months Ended June 30, 2010
(unaudited)

	Parent/Issuer	Guarantor Subsidiaries	Non-Guarantor Subsidiaries	Consolidated
		(in thousands)		
Cash provided by (used in) operating activities	$ (134,960)	$ 240,408	$ 153,907	$ 259,355
Investing Activities				
Capital expenditures	(1,006)	(123,761)	(47,191)	(171,958)
Proceeds from dispositions of property, plant and equipment	—	155	74	229
Purchases of investments and advances to affiliates	(11,303)	(2,946)	—	(14,249)
Additions to prepaid royalties	—	(20,831)	(2,635)	(23,466)
Cash used in investing activities	(12,309)	(147,383)	(49,752)	(209,444)
Financing Activities				
Net increase (decrease) in borrowings under lines of credit and commercial paper program	(55,000)	—	39,445	(15,555)
Net payments on other debt	(8,249)	—	—	(8,249)
Debt financing costs	(32)	—	(405)	(437)
Dividends paid	(30,870)	—	—	(30,870)
Issuance of common stock under incentive plans	137	—	—	137
Contribution from noncontrolling interest	—	—	891	891
Transactions with affiliates, net	211,424	(93,025)	(118,399)	—
Cash provided by (used in) financing activities	117,410	(93,025)	(78,468)	(54,083)
Increase (decrease) in cash and cash equivalents	(29,859)	—	25,687	(4,172)
Cash and cash equivalents, beginning of period	54,255	64	6,819	61,138
Cash and cash equivalents, end of period	$ 24,396	$ 64	$ 32,506	$ 56,966

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ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS.

This document contains "forward-looking statements" — that is, statements related to future, not past, events. In this context, forward-looking statements often address our expected future business and financial performance, and often contain words such as "expects," "anticipates," "intends," "plans," "believes," "seeks," or "will." Forward-looking statements by their nature address matters that are, to different degrees, uncertain. For us, particular

uncertainties arise from changes in the demand for our coal by the domestic electric generation industry; from legislation and regulations relating to the Clean Air Act and other environmental initiatives; from operational, geological, permit, labor and weather-related factors; from fluctuations in the amount of cash we generate from operations; from future integration of acquired businesses; and from numerous other matters of national, regional and global scale, including those of a political, economic, business, competitive or regulatory nature. These uncertainties may cause our actual future results to be materially different than those expressed in our forward-looking statements. We do not undertake to update our forward-looking statements, whether as a result of new information, future events or otherwise, except as may be required by law. For a description of some of the risks and uncertainties that may affect our future results, see "Risk Factors" in Part II of this Form 10-Q, Item 1A of our Annual Report on Form 10-K for the year ended December 31, 2010 and in the Quarterly Reports on Form 10-Q that we have filed during interim periods.

Overview

Arch Coal is one of the world's largest coal producers by volume. We sell the majority of our coal as steam coal to power plants and industrial facilities. We also sell metallurgical coal used in steel production, a market that we've expanded into further with the acquisition of International Coal Group, Inc. (ICG) in June 2011. On June 15, we acquired ICG's 1.1 billion ton, predominantly underground reserve base, of which nearly 30% is metallurgical-quality coal; twelve mining complexes and one development project in Appalachia, and one mining complex in Illinois. The acquisition of ICG added low-cost, high-quality metallurgical coal to our product mix and will create substantial synergies with our existing operations.

Growth in domestic and global coal demand combined with coal supply constraints in many traditional coal exporting countries have benefited coal markets, and we expect coal markets to remain tight throughout the remainder of 2011, and additional tightening in the domestic market as 2011 progresses.

Global steel utiltzation reached pre-recessionary levels in the second quarter. We expect metallurgical coal production to increase in coming years to meet the increasing steel demand for infrastructure in both developing economies, such as China and Brazil, and mature economies, particularly Japan, where significant rebuilding will be necessary after the earthquake and tsunami. As in metallurgical coal markets, U.S. steam coal is also migrating offshore to meet the continuing growth in global coal demand to fuel electricity generation.

Domestic power demand so far in 2011 is even with last year, through the third week of July, according to the Edison Electric Institute. U.S. coal consumption through May has declined due to strong contributions from other fuel sources, but is expected to increase meaningfully during the summer burn season, particularly in light of hot summer temperatures across much of the country in recent weeks. U.S. coal production in the first half of 2011 remained essentially flat versus a year ago, according to recently released MSHA data and company estimates. Shipments out of the PRB region fell to the lowest quarterly level since the depth of the recession in 2009. Flooding of the Missouri and Mississippi rivers disrupted shipments in the Powder River Basin and the Illinois Basin, and have resulted in a further reduction in generator stockpiles. These disruptions resulted in a loss of shipments from our PRB operations during the second quarter of 2011, with continuing impacts in the third quarter.

In response to the global steam coal demand, we have expanded our seaborne sales and have shipped steam coal to Europe, South America, and Asia. Each of our operating segments is participating in the expansion of seaborne shipments, utilizing ports on the East and West Coasts as well through the Gulf of Mexico.

After geologic issues at our Mountain Laurel mine in Central Appalachia caused the temporary idling of our longwall at the mine during the first quarter of 2011, we resumed longwall production on April 17. Including the shipments from the acquired ICG operations, we expect to ship approximately 9 million tons of metallurgical-quality coal in 2011.

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Results of Operations

Three Months Ended June 30, 2011 Compared to Three Months Ended June 30, 2010

Summary. Our results during the second quarter of 2011 when compared to the second quarter of 2010 were impacted positively by the contribution from the acquired ICG operations and the impact of higher average sales realizations as a result of improved market conditions, but these factors were offset by the acquisition, transition and financing costs necessary to complete the acquisition, as well as higher per-ton production costs.

Revenues. The following table summarizes information about coal sales during the three months ended June 30, 2011 and compares it with the information for the three months ended June 30, 2010:

	Three Months Ended June 30		Increase (Decrease)	
	2011	2010	Amount	%
	(Amounts in thousands, except per ton data and percentages)			
Coal sales	$ 985,087	$ 764,295	$ 220,792	28.9%
Tons sold	37,126	38,340	(1,214)	(3.2)%
Coal sales realization per ton sold	$ 26.53	$ 19.93	$ 6.60	33.1%

Coal sales increased in the second quarter of 2011 from the second quarter of 2010, primarily due to an increase in the overall average price per ton sold, the result of an increase in the volumes and pricing of metallurgical-quality coal sold, higher steam pricing in all regions and the impact of changes in regional mix on our average coal sales realization. Overall sales volume decreased slightly as lower sales volumes in the Powder River Basin offset the increases in the Appalachia and Western Bituminous regions. The contribution from the acquired ICG operations was $48.0 million of coal sales revenues for the second quarter of 2011. We have provided more information about the tons sold and the coal sales realizations per ton by operating segment under the heading "Operating segment results".

Costs, expenses and other. The following table summarizes costs, expenses and other components of operating income for the three months ended June 30, 2011 and compares it with the information for the three months ended June 30, 2010:

	Three Months Ended June 30		Increase (Decrease) in Net Income	
	2011	2010	$	%
	(Amounts in thousands, except percentages)			

	2011	2010	$	%
Cost of coal sales	$ 709,953	$ 570,861	$ (139,092)	(24.4)%
Depreciation, depletion and amortization	95,183	87,759	(7,424)	(8.5)
Amortization of acquired sales contracts, net	1,489	5,214	3,725	71.4
Selling, general and administrative expenses	29,039	35,344	6,305	17.8
Change in fair value of coal derivatives and coal trading activities, net	2,672	4,587	1,915	41.7
Acquisition and transition costs related to ICG	48,666	—	(48,666)	N/A
Gain on Knight Hawk transaction	—	(41,577)	(41,577)	(100.0)
Other operating income, net	(4,732)	(4,392)	340	7.7
	$ 882,270	$ 657,796	$ (224,474)	(34.1)%

Cost of coal sales. Our cost of coal sales increased in 2011 from 2010 primarily due to the acquisition of the ICG operations, higher per-ton production costs, an increase in transportation costs of approximately $27 million, primarily as a result of the increase in export shipments, and an increase in sales-sensitive costs of approximately $20 million. We have provided more information about our operating segments under the heading "Operating segment results".

Depreciation, depletion and amortization. When compared with 2010, higher depreciation, depletion and amortization costs in 2011 resulted primarily from the acquisition of the ICG operations in mid-June.

Amortization of acquired sales contracts, net. The fair values of acquired sales contracts are amortized over the tons of coal shipped during the term of the contracts. In 2011, amortization expense related to contracts we acquired in 2009 with the Jacobs Ranch operations in the PRB was mostly offset by amortization income related to the contracts we acquired with the ICG operations. We estimate that net amortization income will be approximately $41 million in the second half of 2011,

based on preliminary estimates of contract values and shipment levels, though we expect the amounts to drop off substantially in future years. These estimates could change substantially once the final contract valuations are completed.

Selling, general and administrative expenses. The decrease in selling, general and administrative expenses in 2011 is due primarily to a charitable contribution to the Arch Coal Foundation of $5.0 million in 2010 and a decrease in costs related to the investment performance in our deferred compensation plan. These were partially offset by higher compensation-related costs from an increase in headcount and an increase in professional services fees.

Change in fair value of coal derivatives and coal trading activities, net. Net (gains) losses relate to the net impact of our coal trading activities and the change in fair value of other coal derivatives that have not been designated as hedge instruments in a hedging relationship. In 2010, rising coal prices resulted in unrealized losses on positions held to manage risk, but that were not designated in a hedge relationship.

Acquisition and transition costs related to ICG. Expenses represent costs to complete the acquisition of $27.9 million, severance costs of $13.5 million and the write off of the $7.3 million value of a preparation plant and loadout of an acquired ICG mining operation. The acquired operation has been combined with an existing operation of the Company, and will utilize an existing facility.

Gain on Knight Hawk transaction. Represents the gain recognized on our exchange in the second quarter of 2010 of Illinois Basin reserves for an additional ownership interest in Knight Hawk, an equity method investee operating in the Illinois Basin.

Other operating income, net. When compared with 2010, other operating income in 2011 includes $1.8 million generated by acquired ICG operations, primarily royalties and ash disposal income, and an increase in net income from equity method investees of $0.7 million, mostly offset by an increase in commercial-related expenses.

Operating segment results. The following table shows results by operating segment for the three months ended June 30, 2011 and compares it with the information for the three months ended June 30, 2010:

	Three Months Ended June 30		Increase (Decrease)	
	2011	**2010**	**$**	**%**
Powder River Basin				
Tons sold (in thousands)	28,042	30,951	(2,909)	(9.4)%
Coal sales realization per ton sold(1)	$ 13.70	$ 11.88	$ 1.82	15.3%
Operating margin per ton sold(2)	$ 1.24	$ 1.05	$ 0.19	18.1%
Adjusted EBITDA(3) (in thousands)	$ 82,248	$ 82,779	$ (531)	(0.6)%
Appalachia				
Tons sold (in thousands)	4,269	3,393	876	25.8%
Coal sales realization per ton sold(1)	$ 86.94	$ 71.46	$ 15.48	21.7%
Operating margin per ton sold(2)	$ 23.43	$ 15.45	$ 7.98	51.7%
Adjusted EBITDA(3) (in thousands)	$ 122,243	$ 74,119	48,124	64.9%
Western Bituminous				
Tons sold (in thousands)	4,722	3,996	726	18.2%
Coal sales realization per ton sold(1)	$ 35.59	$ 32.91	$ 2.68	8.1%
Operating margin per ton sold(2)	$ 9.16	$ 3.10	$ 6.06	195.5%
Adjusted EBITDA(3) (in thousands)	$ 65,772	$ 32,267	$ 33,505	103.8%

(1) Coal sales prices per ton exclude certain transportation costs that we pass through to our customers. We use these financial measures because we believe the amounts as adjusted better represent the coal sales prices we achieved within our operating segments. Since other companies may calculate coal sales prices per ton differently, our calculation may not be comparable to similarly titled measures used by those companies. For the

three months ended June 30, 2011, transportation costs per ton were $0.26 for the Powder River Basin, $4.47 for the Western Bituminous region and $6.95 for Central Appalachia. For the three months ended June 30, 2010, transportation costs per ton were $0.09 for the Powder River Basin, $0.16 for the Western Bituminous region and $5.66 for Central Appalachia.

(2) Operating margin per ton sold is calculated as coal sales revenues less cost of coal sales and depreciation, depletion and amortization divided by tons sold.

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(3) Adjusted EBITDA is defined as net income attributable to the Company before the effect of net interest expense, income taxes, depreciation, depletion and amortization and the amortization of acquired sales contracts. Adjusted EBITDA is also adjusted for costs related to acquisitions and financing transactions. Segment Adjusted EBITDA is reconciled to net income at the end of this "Results of Operations" section.

Powder River Basin — Segment Adjusted EBITDA of $82.2 million for the second quarter of 2011 was flat when compared with 2010 despite higher average coal sales realizations, which reflected the improved coal markets. The improved prices were offset by lower sales volumes in the Powder River Basin in 2011 when compared with 2010, primarily the result of the flooding in the Midwest, and higher production and sales-sensitive costs. Higher production costs were the result of higher labor, maintenance and diesel costs.

Appalachia — Segment Adjusted EBITDA was $122.2 million in 2011, or approximately 65% higher than in 2010, primarily due to an increase in the volumes and pricing of metallurgical-quality coal sold and the ICG acquisition. We sold approximately 1.8 million tons of metallurgical-quality coal in 2011 compared to 1.5 million tons in 2010. Lower metallurgical volumes from the Mountain Laurel mine as a result of the geologic issues that continued into the second quarter were offset by the acquisition of ICG and an increase in metallurgical volumes sold from other Arch operations. The benefit from higher per-ton realizations in 2011, net of sales sensitive costs, and the acquisition of ICG drove the improvement in our operating margins over 2010, partially offset by the impacts of the Mountain Laurel longwall outage, higher diesel costs, and an increase in production at higher cost mines on our average per-ton production costs.

Western Bituminous — Segment Adjusted EBITDA was $65.8 million in 2011, or 104% higher than 2010, reflecting higher sales volumes and improved pricing resulting from increased demand from the Eastern U.S. and export markets for coal from the Western Bituminous region. Effective cost control in the region and slightly higher production levels reduced our per-ton operating costs, which also contributed to the improved results in 2011.

Net interest expense. The following table summarizes our net interest expense for the three months ended June 30, 2011 and compares it with the information for the three months ended June 30, 2010:

	Three Months Ended June 30		Increase (Decrease) in Net Income	
	2011	2010	$	%
	(Amounts in thousands, except percentages)			
Interest expense	$ (42,249)	$ (35,125)	$ (7,124)	(20.3)%
Interest income	755	$ 623	132	21.2%
	$ (41,494)	$ (34,502)	$ (6,992)	(20.3)%

The increase in interest expense during 2011 when compared with 2010 is the result of the ICG acquisition financing. See further discussion in "Liquidity and Capital Resources."

Other non-operating expense. The following table summarizes other non-operating expenses for the three months ended June 30, 2011 and compares them with the information for the three months ended June 30, 2010:

	Three Months Ended June 30		Decrease in Net Income
	2011	2010	$
	(Amounts in thousands, except percentages)		
Bridge financing costs related to ICG	$ (49,490)	$ —	$ (49,490)
Net loss resulting from early retirement of ICG debt	(250)	—	(250)
	$ (49,740)	$ —	$ (49,740)

Other non-operating expenses during the second quarter of 2011 represent financing-related costs of the ICG acquisition, including the cost to maintain a bridge financing facility, which was not used.

Income taxes. Our effective income tax rate is sensitive to changes in and the relationship between annual profitability and the deduction for percentage depletion. The following table summarizes our income taxes for three months ended June 30, 2011 and for the three months ended June 30, 2011 and compares it with the information for the three months ended June 30, 2010:

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	Three Months Ended June 30		Increase in Net Income	
	2011	2010	$	%
	(Amounts in thousands, except percentages)			
Provision for (benefit from) income taxes	$ 186	$ 5,723	$ 5,537	96.7%

Six Months Ended June 30, 2011 Compared to Six Months Ended June 30, 2010

Summary. Our results during the first half of 2011 when compared to the first half of 2010 were impacted positively by the contribution from the acquired ICG operations and higher average sales realizations as a result of improved market conditions, but these factors were offset by the acquisition, transition and financing costs necessary to complete the acquisition, as well as higher per-ton production costs.

Revenues. The following table summarizes information about coal sales during the six months ended June 30, 2011 and compares it with the information for the six months ended June 30, 2010:

	Six Months Ended June 30		Increase (Decrease)	
	2011	2010	Amount	%
	(Amounts in thousands, except per ton data and percentages)			
Coal sales	$ 1,858,025	$ 1,476,169	$ 381,856	25.9%
Tons sold	73,734	76,146	(2,412)	(3.2)%
Coal sales realization per ton sold	$ 25.20	$ 19.39	$ 5.81	30.0%

Coal sales increased in the first half of 2011 from the first half of 2010, due to an increase in the overall average price per ton sold, primarily from the effect of an increase in the volumes and pricing of metallurgical-quality coal sold, higher steam pricing in all regions and the impact of changes in regional mix on our average coal sales realization, in addition to the contribution from the ICG operations acquired. Overall sales volume decreased slightly as lower sales volumes in the Powder River Basin offset the increases in the Appalachia and Western Bituminous regions. We have provided more information about the tons sold and the coal sales realizations per ton by operating segment under the heading "Operating segment results".

Costs, expenses and other. The following table summarizes costs, expenses and other components of operating income for the six months ended June 30, 2011 and compares it with the information for the six months ended June 30, 2010:

	Six Months Ended June 30		Increase (Decrease) in Net Income	
	2011	2010	$	%
	(Amounts in thousands, except percentages)			
Cost of coal sales	$ 1,363,637	$ 1,121,611	$ (242,026)	(21.6)%
Depreciation, depletion and amortization	178,720	176,278	(2,442)	(1.4)%
Amortization of acquired sales contracts, net	7,433	15,967	8,534	53.4%
Selling, general and administrative expenses	59,474	62,510	3,036	4.9%
Change in fair value of coal derivatives and coal trading activities, net	888	10,464	9,576	91.5%
Acquisition and transition costs related to ICG	48,666	—	(48,666)	N/A
Gain on Knight Hawk transaction	—	(41,577)	(41,577)	(100.0)%
Other operating income, net	(5,848)	(7,783)	(1,935)	(24.9)%
	$ 1,652,970	$ 1,337,470	$ (315,500)	(23.6)%

Cost of coal sales. Our cost of coal sales increased in 2011 from 2010 primarily due to the acquisition of the ICG operations, higher per-ton production costs, an increase in transportation costs of approximately $47 million, primarily as a result of the increase in export shipments, and an increase in sales-sensitive costs of approximately $32 million. We have provided more information about our operating segments under the heading "Operating segment results".

Depreciation, depletion and amortization. When compared with 2010, higher depreciation, depletion and amortization costs in 2011 resulted primarily from the acquired ICG operations, offset by the impact of lower depreciation and amortization on assets amortized or depleted on the basis of tons produced.

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Amortization of acquired sales contracts, net. The fair values of acquired sales contracts are amortized over the tons of coal shipped during the term of the contracts. In 2011, amortization expense related to contracts we acquired in 2009 with the Jacobs Ranch operations in the PRB was mostly offset by amortization income related to the contracts we acquired with the ICG operations. We estimate that net amortization income will be approximately $41 million in the second half of 2011, based on preliminary estimates of contract values and shipment levels, though we expect the amounts to drop off substantially in future years. These estimates could change substantially once the final contract valuations are completed.

Selling, general and administrative expenses. The decrease in selling, general and administrative expenses in 2011 is due primarily to a charitable contribution to the Arch Coal Foundation of $5.0 million in 2010 and a decrease in costs related to the investment performance in our deferred compensation plan. These were partially offset by higher compensation-related costs from an increase in headcount and an increase in professional services fees.

Change in fair value of coal derivatives and coal trading activities, net. Net (gains) losses relate to the net impact of our coal trading activities and the change in fair value of other coal derivatives that have not been designated as hedge instruments in a hedging relationship. In 2010, rising coal prices resulted in unrealized losses on positions held to manage risk, but that were not designated in a hedge relationship.

Acquisition and transition costs related to ICG. Expenses represent costs to complete the acquisition of $27.9 million, severance costs of $13.5 million and the write off of the $7.3 million value of a preparation plant and loadout of an acquired ICG mining operation that will be combined with an existing operation of the Company, and will utilize an existing facility.

Gain on Knight Hawk transaction. Represents the gain recognized on our exchange of Illinois Basin reserves in 2010 for an additional ownership interest in Knight Hawk, an equity method investee operating in the Illinois Basin.

Other operating income, net. When compared with 2010, an increase in commercial-related expenses in 2011 was partially offset by $1.8 million of other income generated by acquired ICG operations, primarily royalties and ash disposal income, and an increase in net income from equity method investees of $1.7 million.

Operating segment results. The following table shows results by operating segment for the six months ended June 30, 2011 and compares it with the information for the six months ended June 30, 2010:

	Six Months Ended June 30		Increase (Decrease)	
	2011	2010	$	%
Powder River Basin				
Tons sold (in thousands)	56,872	61,596	(4,724)	(7.7)%
Coal sales realization per ton sold(1)	$ 13.60	$ 11.76	$ 1.84	15.7%
Operating margin per ton sold(2)	$ 1.42	$ 0.78	$ 0.64	82.1%
Adjusted EBITDA(3) (in thousands)	$ 175,964	$ 152,182	$ 23,782	15.6%
Appalachia				
Tons sold (in thousands)	7,860	6,425	1,435	22.3%
Coal sales realization per ton sold(1)	$ 84.20	$ 69.02	$ 15.18	22.0%
Operating margin per ton sold(2)	$ 20.04	$ 13.70	$ 6.34	46.3%
Adjusted EBITDA(3) (in thousands)	$ 200,229	$ 131,540	$ 68,689	52.2%
Western Bituminous				
Tons sold (in thousands)	8,908	8,125	783	9.6%
Coal sales realization per ton sold(1)	$ 35.25	$ 32.45	$ 2.80	8.6%
Operating margin per ton sold(2)	$ 7.84	$ 2.84	$ 5.00	176.1%
Adjusted EBITDA(3) (in thousands)	$ 113,192	$ 65,066	$ 48,126	74.0%

(1) Coal sales prices per ton exclude certain transportation costs that we pass through to our customers. We use these financial measures because we believe the amounts as adjusted better represent the coal sales prices we achieved within our operating segments. Since other companies may calculate coal sales prices per ton differently, our calculation may not be comparable to similarly titled measures used by those companies. For the six months ended June 30, 2011, transportation costs per ton were $0.19 for the Powder River Basin, $3.43 for the Western Bituminous region and $8.06 for Central Appalachia. For the six months ended June 30, 2010, transportation costs per ton were $0.09 for the Powder River Basin, $0.15 for the Western Bituminous region and $5.66 for Central Appalachia.

(2) Operating margin per ton sold is calculated as coal sales revenues less cost of coal sales and depreciation, depletion and amortization divided by tons sold.

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(3) Adjusted EBITDA is defined as net income attributable to the Company before the effect of net interest expense, income taxes, depreciation, depletion and amortization and the amortization of acquired sales contracts. Adjusted EBITDA is also adjusted for costs related to acquisitions and financing transactions. Segment Adjusted EBITDA is reconciled to net income at the end of this "Results of Operations" section.

Powder River Basin — Segment Adjusted EBITDA was $176.0 million, or 16%, higher in 2011 than in 2010 due to higher average coal sales realizations, reflecting the improved coal markets. The decrease in sales volumes in the Powder River Basin in 2011 when compared with 2010 resulted primarily from our selective approach to sales commitments in the PRB and the flooding in the Midwest in the second quarter. Partially offsetting the increase in average realizations was an increase in labor, maintenance and diesel costs and an increase in sales-sensitive costs, due to the increased realizations.

Appalachia — Segment Adjusted EBITDA was $200.2 million in 2011, or 52% higher than in 2010, affected primarily by an increase in the volumes and pricing of metallurgical-quality coal sold and the acquisition of ICG. The contribution from acquired ICG and other Arch mines made up the volume impact from the longwall outage at Mountain Laurel during the first quarter and continuing through the middle of April. We sold more than 3.0 million tons of metallurgical-quality coal in 2011 compared to 2.4 million tons in 2010. The benefit from higher per-ton realizations in 2011, net of sales sensitive costs, drove the improvement in our operating margins over 2010, partially offset by the impacts of the Mountain Laurel longwall outage, higher diesel costs, and an increase in production at higher cost mines on our average per-ton production costs.

Western Bituminous — Segment Adjusted EBITDA was $113.2 million in 2011, or 74% higher than 2010, reflecting higher sales volumes and improved pricing resulting from increased demand from the Eastern U.S. and export markets for coal from the Western Bituminous region. Effective cost control in the region and slightly higher production levels reduced our per-ton operating costs, which also contributed to the improved results in 2011, when compared with the first half of 2010, when two outages affected production at the Dugout Canyon mine.

Net interest expense. The following table summarizes our net interest expense for the six months ended June 30, 2011 and compares it with the information for the six months ended June 30, 2010:

	Six Months Ended June 30		Increase (Decrease) in Net Income	
	2011	2010	$	%
	(Amounts in thousands, except percentages)			
Interest expense	$ (76,829)	$ (70,208)	$ (6,621)	(9.4)%
Interest income	1,501	961	540	56.2%
	$ (75,328)	$ (69,247)	$ (6,081)	(8.8)%

The increase in interest expense during 2011 when compared with 2010 is the result of the ICG acquisition financing. See further discussion in "Liquidity and Capital Resources."

Other non-operating expense. The following table summarizes other non-operating expenses for the three months ended June 30, 2011 and compares them with the information for the three months ended June 30, 2010:

	Six Months Ended June 30		Decrease in Net Income
	2011	2010	$
	(Amounts in thousands, except percentages)		
Bridge financing costs related to ICG	$ (49,490)	$ —	$ (49,490)

Net loss resulting from early retirement of ICG debt	(250)	—	(250)
	$ (49,740)	$ —	$ (49,740)

Other non-operating expenses during the second quarter of 2011 represent financing-related costs of the ICG acquisition, including the cost to maintain a bridge financing facility, which was not used.

Income taxes. Our effective income tax rate is sensitive to changes in and the relationship between annual profitability and the deduction for percentage depletion. The following table summarizes our income taxes for six months ended June 30, 2011 and compares it with the information for the six months ended June 30, 2010:

	Six Months Ended June 30		Decrease in Net Income	
	2011	2010	$	%
	(Amounts in thousands, except percentages)			
Provision for income taxes	$ 12,716	$ 4,948	$ (7,768)	(157.0)%

Reconciliation of Segment Adjusted EBITDA to Net Income

The discussion in "Results of Operations" includes references to our Adjusted EBITDA results. Adjusted EBITDA is defined as net income attributable to the Company before the effect of net interest expense, income taxes, depreciation, depletion and amortization and the amortization of acquired sales contracts. Adjusted EBITDA is also adjusted for costs related to acquisitions and financing transactions. We believe that Adjusted EBITDA presents a useful measure of our ability to service and incur debt based on ongoing operations. Investors should be aware that our presentation of Adjusted EBITDA may not be comparable to similarly titled measures used by other companies. The table below shows how we reconcile Adjusted EBITDA to net income attributable to Arch Coal.

	Three Months Ended June 30		Six Months Ended June 30	
	2011	2010	2011	2010
Reported Segment Adjusted EBITDA	$ 270,263	$ 189,165	$ 489,385	$ 348,788
Corporate and other (1)	(22,426)	10,189	(50,102)	(17,988)
Adjusted EBITDA	247,837	199,354	439,283	330,800
Depreciation, depletion and amortization	(95,183)	(87,759)	(178,720)	(176,278)
Amortization of acquired sales contracts, net	(1,489)	(5,214)	(7,433)	(15,967)
Interest expense	(42,249)	(35,125)	(76,829)	(70,208)
Interest income	755	623	1,501	961
Acquisition and transition costs	(48,666)	—	(48,666)	—
Bridge financing costs related to ICG	(49,490)	—	(49,490)	—
Net loss resulting from early retirement of ICG debt	(250)	—	(250)	—
(Provision for) benefit from income taxes	(186)	(5,723)	(12,716)	(4,948)
Net income attributable to Arch Coal	$ 11,079	$ 66,156	$ 66,680	$ 64,360

(1) Corporate and other Adjusted EBITDA includes primarily selling, general and administrative expenses, income from our equity investments, change in fair value of coal derivatives and coal trading activities, net.

Liquidity and capital resources

Our primary sources of cash are coal sales to customers, borrowings under our credit facilities and other financing arrangements, and debt and equity offerings related to significant transactions. Excluding any significant mineral reserve acquisitions, we generally satisfy our working capital requirements and fund capital expenditures and debt-service obligations with cash generated from operations or borrowings under our lines of credit. The borrowings under these arrangements are classified as current if the underlying credit facilities expire within one year or if, based on cash projections and management plans, we do not have the intent to replace them on a long-term basis. Such plans are subject to change based on our cash needs.

We believe that cash generated from operations and borrowings under our credit facilities or other financing arrangements will be sufficient to meet working capital requirements, anticipated capital expenditures and scheduled debt payments for at least the next several years. We manage our exposure to changing commodity prices for our non-trading, long-term coal contract portfolio through the use of long-term coal supply agreements. We enter into fixed price, fixed volume supply contracts with terms greater than one year with customers with whom we have historically had limited collection issues. Our ability to satisfy debt service obligations, to fund planned capital expenditures, to make acquisitions, to repurchase our common shares and to pay dividends will depend upon our future operating performance, which will be affected by prevailing economic conditions in the coal industry and financial, business and other factors, some of which are beyond our control.

In June 2011, we issued equity and debt securities to finance the ICG acquisition. On June 8, 2011, we sold 48 million shares of our common stock at a public offering price of $27.00 per share pursuant to an automatically effective shelf registration statement on Form S-3 and prospectus previously filed. On July 8, 2011, we issued an additional 0.7 million shares of our common stock under the same terms and conditions to cover underwriters' over-allotments for net proceeds of $18.4 million. On June 14, 2011, we issued $1.0 billion in aggregate principal amount of 7.0% senior unsecured notes due in 2019 at par and $1.0 billion in aggregate principal amount of 7.25% senior unsecured notes due in 2021 at par. We secured bridge financing to ensure that funds would be available to us, if needed, to close the transaction. While we did not draw on the line of credit, we incurred bridge financing costs of $49.9 million related to the bridge financing.

Our indebtedness consisted of the following:

	June 30, 2011	December 31, 2010
	(In thousands)	
Commercial paper	$ —	$ 56,904
7.00% senior notes due June 15, 2019 at par	1,000,000	—
7.25% senior notes due June 15, 2021 at par	1,000,000	—
Indebtedness to banks under credit facilities	360,000	—
9.125% senior notes ($200.0 million face value) due April 1, 2018	250,000	—
4.00% convertible senior notes ($16.5 million face value) due April 1, 2017	42,902	—
9.00% convertible senior notes ($18 thousand face value) due August 1, 2012	44	—
6.75% senior notes ($450.0 million face value) due July 1, 2013	451,294	451,618
8.75% senior notes ($600.0 million face value) due August 1, 2016	588,029	587,126
7.25% senior notes due October 1, 2020 at par	500,000	500,000
Other	10,264	14,093
	4,202,533	1,609,741
Less current maturities of debt and short-term borrowings	428,610	70,997
Long-term debt	$ 3,773,923	$ 1,538,744

2019 and 2021 Senior Notes

Interest is payable on the 2019 Notes and 2021 Notes on June 15 and December 15 of each year, commencing December 15, 2011. At any time prior to June 15, 2014, we may redeem up to 35% of the aggregate principal amount of each of the 2019 Notes and 2021 Notes, plus accrued and unpaid interest, with the net proceeds from certain equity offerings. We may redeem the 2019 Notes prior to June 15, 2015 and the 2021 Notes prior to June 15, 2016 at the respective make-whole prices set forth in the indenture. On or after June 15, 2015, we may redeem the 2019 Notes for cash at redemption prices, reflected as a percentage of the principal amount, of: 103.5% from June 15, 2015 through June 14, 2016; 101.75% from June 15, 2016 through June 14, 2017; and 100% beginning on June 15, 2017. On or after June 15, 2016, we may redeem the 2021 Notes for cash at redemption prices, reflected as a percentage of the principal amount, of: 103.625% from June 15, 2016 through June 14, 2017; 102.417% from June 15, 2017 through June 14, 2018; 101.208% from June 15, 2018 through June 14, 2019 and 100% beginning on June 15, 2019. In each case, accrued and unpaid interest at the redemption date is due upon redemption. Upon a change in control, we are required to make a tender offer for both series of notes at a price of 101% of the principal amount.

The 2019 Notes and 2021 Notes are guaranteed by substantially all of our subsidiaries, including the newly acquired subsidiaries of ICG and excluding Arch Western, its subsidiaries and Arch Receivable Company, LLC. We incurred financing fees of $44.2 million related to the issuance of these notes.

We entered into a registration rights agreement (the "Registration Rights Agreement") in connection with the 2019 Notes and 2021 Notes. Pursuant to the Registration Rights Agreement, we agreed to file a registration statement with the Securities and Exchange Commission to exchange a like aggregate principal amount of senior notes identical in all material respects to the 2019 and 2021 Notes. Pursuant to the Registration Rights Agreement, we must make reasonable best efforts to cause the registration statement to become effective by June 13, 2012. Should those events not occur within the specified time frame, the interest rate shall be increased by one-quarter of one percent per annum for the first 90 days following such period. Such interest rate will increase by an additional one-quarter of one percent per annum thereafter up to a maximum aggregate increase of one percent per annum. Once any of the required events occur, the interest rate will revert to the rate specified in the indenture.

ICG Debt

Upon the closing of the acquisition, we gave our 30-day redemption notice to the Trustee of ICG's 9.125% senior notes and legally discharged our obligation under the 9.125% senior notes by depositing the funds to redeem the debt with the Trustee. On July 14, 2011, all of the outstanding 9.125% senior notes were redeemed at an aggregate price of $251.4 million, including the required make-whole premium, plus accrued interest of $5.2 million.

At the acquisition date, ICG's 4.00% convertible senior notes with a fair value of $298.5 million and 9.00% convertible senior notes with a fair value of $1.7 million ("convertible notes") became convertible into cash, pursuant to the amended

indentures governing the convertible notes, at a calculated conversion rate of $2,614.6848 for each $1,000 in principal amount surrendered for conversion for the 4.00% convertible notes and $2,392.73414 for the 9.00% convertible notes. As of July 31, 2011, the conversion value of the convertible notes outstanding was $4.5 million.

Other ICG debt, with a fair value of approximately $54.0 million at the acquisition date, consisted mainly of individually insignificant equipment notes and insurance notes payable. The remaining balance of other ICG debt was $5.2 million at June 30, 2011.

We recognized a net loss of approximately $0.3 million on the early extinguishment of ICG's debt, including the conversions of the 4.00% and 9.00% convertible notes described above.

Credit Facilities

On June 14, 2011, we amended and restated our secured credit facility to allow for up to $2.0 billion in borrowings. Borrowings under this credit facility bear interest at a floating rate based on a LIBOR determined by reference to our leverage ratio, as calculated in accordance with the credit agreement. The credit facility has a five-year term that expires on June 14, 2016 and is secured by substantially all of our assets as well as our ownership interests in substantially all of our subsidiaries, excluding our ownership interests in Arch Western and its subsidiaries. Commitment fees of 0.50% per annum are payable on the average unused daily balance of the revolving credit facility. We paid and deferred $20.7 million in financing fees related to the amendment of this agreement.

On June 14, 2011, we terminated our commercial paper placement program and the supporting credit facility.

Availability

As of June 30, 2011 we had $360.0 million of borrowings outstanding under the amended revolving credit facility. The revolving credit facility contains customary financial covenants that limit the Company's total debt based on defined earnings measurements. As of June 30, 2011, the Company had availability of approximately $1.1 billion under all lines of credit, as limited by these covenants. The Company also had outstanding letters of credit of $76.2 million as of June 30, 2011.

During the six months ended June 30, 2011, our debt-to-capitalization ratio (defined as total net debt divided by the sum of total net debt and equity) was 52%.

We have filed a universal shelf registration statement on Form S-3 with the SEC that allows us to offer and sell from time to time an unlimited amount of unsecured debt securities consisting of notes, debentures, and other debt securities, common stock, preferred stock, warrants, and/or units. Related proceeds could be used for general corporate purposes, including repayment of other debt, capital expenditures, possible acquisitions and any other purposes that may be stated in any related prospectus supplement.

The following is a summary of cash provided by or used in each of the indicated types of activities:

	Six Months Ended June 30,	
	2011	2010
	(Dollars in thousands)	
Cash provided by (used in):		
Operating activities	$ 314,200	$ 259,355
Investing activities	(3,154,779)	(209,444)
Financing activities	2,829,331	(54,083)

Cash provided by operating activities increased in the first of 2011 compared to the first half of 2010. The increase is primarily due to higher operating income, partially offset by a build in coal inventories.

We used approximately $2.9 billion more cash in investing activities in the first half of 2011 compared to the amount used in the first half of 2010, due to the acquisition of ICG. The increase was slightly offset by a decrease of $64.2 million in capital expenditures in 2011.

Cash provided by financing activities was $2.8 billion in the first half of 2011, compared to the cash used in financing activities during the first half of 2010 of $54.1 million. The change is a result of the proceeds from ICG acquisition financing transactions. We paid financing costs of $112.3 million in conjunction with these transactions. We also paid dividends of $34.2 million in the six months ended June 30, 2011 and $30.9 million in the six months ended June 30, 2010.

Ratio of Earnings to Fixed Charges

The following table sets forth our ratios of earnings to combined fixed charges and preference dividends for the periods indicated:

	Six Months Ended June 30	
	2011	2010
Ratio of earnings to combined fixed charges and preference dividends	1.67x	1.96x

Critical Accounting Policies

For a description of our critical accounting policies, see "Critical Accounting Policies" under Item 7 of our Annual Report on Form 10-K for the year ended December 31, 2010. There have been no significant changes to our critical accounting policies during the three months ended June 30, 2011.

Item 3. Quantitative and Qualitative Disclosures About Market Risk.

We manage our commodity price risk for our non-trading, long-term coal contract portfolio through the use of long-term coal supply agreements, and to a limited extent, through the use of derivative instruments. Our commitments for the full year 2011 and 2012 are as follows:

	2011		2012	
(Tons in millions)	Tons	Price	Tons	Price
Powder River Basin				
Committed, priced	115.4	$ 13.57	81.5	$ 14.23
Committed, unpriced	2.3		11.0	
Appalachia				
Committed, priced (Coking, PCI)	7.8	$ 121.29	0.6	$ 136.90
Committed, priced (Steam)	12.1	$ 66.43	7.2	$ 67.84
Western Bituminous				
Committed, priced	18.0	$ 35.61	11.3	$ 38.88

We are exposed to commodity price risk in our coal trading activities, which represents the potential future loss that could be caused by an adverse change in the market value of coal. Our coal trading portfolio included forward, swap and put and call option contracts at June 30, 2011. The estimated future realization of the $9.0 million fair value of the trading portfolio is 50% for the remainder of 2011 and 50% in 2012.

We monitor and manage market price risk for our trading activities with a variety of tools, including Value at Risk (VaR), position limits, management alerts for mark to market monitoring and loss limits, scenario analysis, sensitivity analysis and review of daily changes in market dynamics. Management believes that presenting high, low, end of year and average VaR is the best available method to give investors insight into the level of commodity risk of our trading positions. Illiquid positions, such as long-dated trades that are not quoted by brokers or exchanges, are not included in VaR.

VaR is a statistical one-tail confidence interval and down side risk estimate that relies on recent history to estimate how the value of the portfolio of positions will change if markets behave in the same way as they have in the recent past. While presenting VaR will provide a similar framework for discussing risk across companies, VaR estimates from two independent sources are rarely calculated in the same way. Without a thorough understanding of how each VaR model was calculated, it would be difficult to compare two different VaR calculations from different sources. The level of confidence is 95%. The time across which these possible value changes are being estimated is through the end of the next business day. A closed-form delta-neutral method used throughout the finance and energy sectors is employed to calculate this VaR. VaR is back tested to verify usefulness.

On average, portfolio value should not fall more than VaR on 95 out of 100 business days. Conversely, portfolio value declines of more than VaR should be expected, on average, 5 out of 100 business days. When more value than VaR is lost due to market price changes, VaR is not representative of how much value beyond VaR will be lost.

During the six months ended June 30, 2011, VaR ranged from $0.7 million to $2.1 million. The linear mean of each daily VaR was $1.4 million. The final VaR at June 30, 2011 was $0.9 million.

We are also exposed to the risk of fluctuations in cash flows related to our purchase of diesel fuel. We use approximately 75 to 85 million gallons of diesel fuel annually in our operations. We enter into forward physical purchase contracts, as well as heating oil swaps and options, to reduce volatility in the price of diesel fuel for our operations. At June 30, 2011, we had protected the price of approximately 70% of its remaining expected purchases for fiscal year 2011 and 41% for fiscal year 2012, mostly through the use of derivative instruments. Since the changes in the price of heating oil are highly correlated to changes in the price of the hedged diesel fuel purchases, the heating oil swaps and purchased call options qualify for cash flow hedge accounting. Accordingly, changes in the fair value of the derivatives are recorded through other comprehensive income, with any ineffectiveness recognized immediately in income. At June 30, 2011, a $0.25 per gallon decrease in the price of heating oil would result in an approximate $1.1 million increase in our expense related to the heating oil derivatives, which, if realized, would be offset by a decrease in the cost of our physical diesel purchases.

We are exposed to market risk associated with interest rates due to our existing level of indebtedness. At June 30, 2011, of our principal amount of debt outstanding, $360.0 million of outstanding borrowings have interest rates that fluctuate based on changes in the market rates. A one percentage point increase in the interest rates related to these borrowings would result in an annualized increase in interest expense of $3.6 million.

Item 4. Controls and Procedures.

We performed an evaluation under the supervision and with the participation of our management, including our chief executive officer and chief financial officer, of the effectiveness of the design and operation of our disclosure controls and procedures as of June 30, 2011. Based on that evaluation, our management, including our chief executive officer and chief financial officer, concluded that the disclosure controls and procedures were effective as of such date.

On June 15, 2011, we completed our acquisition of ICG. While management does not expect significant changes to our financial reporting processes and related internal controls as a result of the ICG acquisition, it will take time for us to fully complete the integration of ICG's information systems and personnel with ours. Integration efforts have commenced and are continuing as of June 30, 2011.

There have not been any other significant changes in our internal control over financial reporting during the fiscal quarter to which this report relates that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

PART II
OTHER INFORMATION

Item 1. Legal Proceedings

We are involved in various claims and legal actions arising in the ordinary course of business, including employee injury claims. After conferring with counsel, it is the opinion of management that the ultimate resolution of these claims, to the extent not previously provided for, will not have a material adverse effect on our consolidated financial condition, results of operations or liquidity.

Permit Litigation Matters

As described in our Annual Report on Form 10-K for the fiscal year ended December 31, 2010, surface mines at our Mingo Logan and Coal-Mac mining operations were identified in an existing lawsuit brought by the Ohio Valley Environmental Coalition (OVEC) in the U.S. District Court for the Southern District of West Virginia as having been granted Clean Water Act § 404 permits by the Army Corps of Engineers ("Corps"), allegedly in violation of the Clean Water Act and the National Environmental Policy Act.

The lawsuit, brought by OVEC in September 2005, originally was filed against the Corps for permits it had issued to four subsidiaries of a company unrelated to us or our operating subsidiaries. The suit claimed that the Corps had issued permits

to the subsidiaries of the unrelated company that did not comply with the National Environmental Policy Act and violated the Clean Water Act.

The court ruled on the claims associated with those four permits in orders of March 23 and June 13, 2007. In the first of those orders, the court rescinded the four permits, finding that the Corps had inadequately assessed the likely impact of valley fills on headwater streams and had relied on inadequate or unproven mitigation to offset those impacts. In the second order, the court entered a declaratory judgment that discharges of sediment from the valley fills into sediment control ponds constructed in-stream to control that sediment must themselves be permitted under a different provision of the Clean Water Act, § 402, and meet the effluent limits imposed on discharges from these ponds. Both of the district court rulings were appealed to the U.S. Court of Appeals for the Fourth Circuit.

Before the court entered its first order, the plaintiffs were permitted to amend their complaint to challenge the Coal-Mac and Mingo Logan permits. Plaintiffs sought preliminary injunctions against both operations, but later reached agreements with our operating subsidiaries that have allowed mining to progress in limited areas while the district court's rulings were on appeal. The claims against Coal-Mac were thereafter dismissed.

In February 2009, the Fourth Circuit reversed the District Court. The Fourth Circuit held that the Corps' jurisdiction under Section 404 of the Clean Water Act is limited to the narrow issue of the filling of jurisdictional waters. The court also held that the Corps' findings of no significant impact under the National Environmental Policy Act and no significant degradation under the Clean Water Act are entitled to deference. Such findings entitle the Corps to avoid preparing an environmental impact statement, the absence of which was one issue on appeal. These holdings also validated the type of mitigation projects proposed by our operations to minimize impacts and comply with the relevant statutes. Finally, the Fourth Circuit found that stream segments, together with the sediment ponds to which they connect, are unitary "waste treatment systems," not "waters of the United States," and that the Corps' had not exceeded its authority in permitting them.

The Ohio Valley Environmental Coalition sought rehearing before the entire appellate court, which was denied in May, 2009, and the decision was given legal effect in June 2009. An appeal to the U.S. Supreme Court was then filed in August 2009. On August 3, 2010 OVEC withdrew its appeal.

Mingo Logan filed a motion for summary judgment with the district court in July 2009, asking that judgment be entered in its favor because no outstanding legal issues remained for decision as a result of the Fourth Circuit's February 2009 decision. By a series of motions, the United States obtained extensions and stays of the obligation to respond to the motion in the wake of its letters to the Corps dated September 3 and October 16, 2009 (discussed below). By order dated April 22, 2010, the District Court stayed the case as to Mingo Logan for the shorter of either six months or the completion of the U.S. Environmental Protection Agency's (the "EPA") proposed action to deny Mingo Logan the right to use its Corps' permit (as discussed below).

On October 15, 2010, the United States moved to extend the existing stay for an additional 120 days (until February 22, 2011) while the EPA Administrator reviews the "Recommended Determination" issued by EPA Region 3. By Memorandum Opinion and Order dated November 2, 2010, the court granted the United States' motion. On January 13, 2011, EPA issued its "Final Determination" to withdraw the specification of two of the three watersheds as a disposal site for dredged or fill material approved under the current Section 404 permit. The court has been notified of the Final Determination and by order dated March 21, 2011 stayed further proceedings in the case until further order of the court, in light of the challenge to EPA's "Final Determination" currently pending in federal court in Washington, DC (as described below).

Additional information can be obtained from the U.S. District Court for the Southern District of West Virginia.

EPA Actions related to water discharges from the Spruce Permit

As described in our Annual Report on Form 10-K for the fiscal year ended December 31, 2010, by letter of September 3, 2009, the EPA asked the Corps of Engineers to suspend, revoke or modify the existing permit it issued in January 2007 to Mingo Logan under Section 404 of the Clean Water Act, claiming that "new information and circumstances have arisen which justify reconsideration of the permit." By letter of September 30, 2009, the Corps of Engineers advised the EPA that it would not reconsider its decision to issue the permit. By letter of October 16, 2009, the EPA advised the Corps that it has "reason to believe" that the Mingo Logan mine will have "unacceptable adverse impacts to fish and wildlife resources" and that it intends to issue a public notice of a proposed determination to restrict or prohibit discharges of fill material that already are approved by the Corps' permit. By federal register publication dated April 2, 2010, EPA issued its "Proposed

Determination to Prohibit, Restrict or Deny the Specification, or the Use for Specification of an Area as a Disposal Site: Spruce No. 1 Surface Mine, Logan County, WV" pursuant to Section 404(c) of the Clean Water Act. EPA accepted written comments on its proposed action (sometimes known as a "veto proceeding"), through June 4, 2010 and conducted a public hearing, as well, on May 18, 2010. We submitted comments on the action during this period. On September 24, 2010, EPA Region 3 issued a "Recommended Determination" to the EPA Administrator recommending that EPA prohibit the placement of fill material in two of the three watersheds for which filling is approved under the current Section 404 permit. Mingo Logan, along with the Corps, West Virginia DEP and the mineral owner, engaged in a consultation with EPA as required by the regulations, to discuss "corrective action" to address the "unacceptable adverse effects" identified. On January 13, 2011, EPA issued its "Final Determination" pursuant to Section 404(c) of the Clean Water Act to withdraw the specification of two of the three watersheds approved in the current Section 404 permit as a disposal site for dredged or fill material. By separate action, Mingo Logan sued EPA on April 2, 2010 in federal court in Washington, D.C. seeking a ruling that EPA has no authority under the Clean Water Act to veto a previously issued permit (Mingo Logan Coal Company, Inc. v. USEPA, No. 1:10-cv-00541(D.D.C.)). EPA moved to dismiss that action, and we responded to that motion. The court has been notified of the "Final Determination" and on February 23, 2011 entered a scheduling order for summary disposition of the case.

Clean Water Act Request for Information

As described in our Annual Report on Form 10-K for the fiscal year ended December 31, 2010, in January 2008, we received a request from the EPA for certain information related to compliance with effluent limitations and water quality standards under Section 308 of the Clean Water Act applicable to our eastern mining complexes located in West Virginia, Virginia and Kentucky. The request focuses on our compliance with water quality standards and effluent limitations at numerous outfalls as identified in the various NPDES permits applicable to our eastern mining complexes for the period beginning on January 1, 2003 through January 1, 2008. The compliance reporting mechanism is contained in Discharge Monitoring Reports which are required to be prepared and submitted quarterly to state environmental agencies and contain detailed monthly compliance data. In July 2008, the EPA referred the request to the U.S. Department of Justice. We negotiated a compromise with the Department of Justice, the EPA, the West Virginia Department of Environmental Protection and Kentucky Energy and Environment Cabinet to fully and finally resolve the issues identified in the EPA's Section 308 Request for Information.

The compromise is contained in a consent decree which includes certain elements of injunctive relief and a penalty in the amount of $4 million. The consent decree must be approved by the U.S. District Court for the Southern District of West Virginia before it becomes effective.

Litigation Matters Related to International Coal Group, Inc.

On June 15, 2011, we acquired International Coal Group, Inc. ("ICG") and its subsidiaries. The following matters related to certain claims and legal actions involving ICG and/or its subsidiaries.

As described in ICG's Annual Report on Form 10-K for the fiscal year ended December 31, 2010, on August 23, 2006, a survivor of the Sago mine accident, Randal McCloy, filed a complaint in the Kanawha Circuit Court in Kanawha County, West Virginia. The claims brought by Randal McCloy and his family against ICG and certain of its subsidiaries, and against W.L. Ross & Co., and Wilbur L. Ross, Jr., individually, were dismissed on February 14, 2008, after the parties reached a confidential settlement. Sixteen other complaints have been filed in Kanawha Circuit Court by the representatives of many of the miners who died in the Sago mine accident, and several of these plaintiffs have filed amended complaints to expand the group of defendants in the cases. The complaints allege various causes of action against ICG and its subsidiary, Wolf Run Mining Company, one of its shareholders, W.L. Ross & Co., and Wilbur L. Ross, Jr., individually, related to the accident and seek compensatory and punitive damages. In addition, the plaintiffs also allege causes of action against other third parties, including claims against the manufacturer of Omega block seals used to seal the area where the explosion occurred and against the manufacturer of self-contained self-rescuer ("SCSR") devices worn by the miners at the Sago mine. Some of these third parties have been dismissed from the actions upon settlement. The amended complaints add other of ICG's subsidiaries to the cases, including ICG, Inc., ICG, LLC and Hunter Ridge Coal Company, unnamed parent, subsidiary and affiliate companies of ICG, W.L. Ross & Co., and Wilbur L. Ross, Jr., and other third parties, including a provider of electrical services and a supplier of components used in the SCSR devices. In addition to the dismissal of the McCloy claim, ICG has settled and dismissed five other actions. These settlements required the release of ICG, its subsidiaries, W.L. Ross & Co., and Wilbur L. Ross, Jr. ICG intends to vigorously defend itself against the remaining complaints. The court has scheduled the matter for trial beginning on April 16, 2012.

As described in ICG's Annual Report on Form 10-K for the fiscal year ended December 31, 2010, Allegheny Energy Supply ("Allegheny"), the sole customer of coal produced at our subsidiary Wolf Run Mining Company's ("Wolf Run")

Sycamore No. 2 mine, filed a lawsuit against Wolf Run, Hunter Ridge Holdings, Inc. ("Hunter Ridge"), and ICG in state court in Allegheny County, Pennsylvania on December 28, 2006, and amended its complaint on April 23, 2007. Allegheny claimed that Wolf Run breached a coal supply contract when it declared force majeure under the contract upon idling the Sycamore No. 2 mine in the third quarter of 2006, and that Wolf Run continued to breach the contract by failing to ship in volumes referenced in the contract. The Sycamore No. 2 mine was idled after encountering adverse geologic conditions and abandoned gas wells that were previously unidentified and unmapped. After extensive searching for gas wells and rehabilitation of the mine, it was re-opened in 2007, but with notice to Allegheny that it would necessarily operate at reduced volumes in order to safely and effectively avoid the many gas wells within the reserve. The amended complaint also alleged that the production stoppages constitute a breach of the guarantee agreement by Hunter Ridge and breach of certain representations made upon entering into the contract in early 2005. Allegheny voluntarily dropped the breach of representation claims later. Allegheny claimed that it would incur costs in excess of $100 million to purchase replacement coal over the life of the contract. ICG, Wolf Run and Hunter Ridge answered the amended complaint on August 13, 2007, disputing all of the remaining claims.

On November 3, 2008, ICG, Wolf Run and Hunter Ridge filed an amended answer and counterclaim against the plaintiffs seeking to void the coal supply agreement due to, among other things, fraudulent inducement and conspiracy. On September 23, 2009, Allegheny filed a second amended complaint alleging several alternative theories of liability in its effort to extend contractual liability to ICG, which was not a party to the original contract and did not exist at the time Wolf Run and Allegheny entered into the contract. No new substantive claims were asserted. ICG answered the second amended complaint on October 13, 2009, denying all of the new claims. The Company's counterclaim was dismissed on motion for summary judgment entered on May 11, 2010. Allegheny's claims against ICG were also dismissed by summary judgment, but the claims against Wolf Run and Hunter Ridge were not. The court conducted a non-jury trial of this matter beginning on January 10, 2011 and concluding on February 1, 2011. At the trial, Allegheny presented its evidence for breach of contract and claimed that it is entitled to past and future damages in the aggregate of between $228 million and $377 million. Wolf Run and Hunter Ridge presented their defense of the claims, including evidence with respect to the existence of force majeure conditions and excuse under the contract and applicable law. Wolf Run and Hunter Ridge presented evidence that Allegheny's damages calculations were significantly inflated because it did not seek to determine damages as of the time of the breach and in some instances artificially assumed future non-delivery or did not take into account the apparent requirement to supply coal in the future. On May 2, 2011, the trial court entered a Memorandum and Verdict determining that Wolf Run had breached the coal supply contract and that the performance shortfall was not excused by force majeure. The trial court awarded total damages and interest in the amount of $104.1 million. ICG and Allegheny have filed post-verdict motions in the trial court. The court's judgment on those motions is expected to be issued soon, after which we expect to appeal to the Pennsylvania appellate court, if necessary. No appeal bond is necessary while post-verdict motions are pending with the trial court, but an appeal bond equal to the damages assessed may have to be posted in the future.

As described in ICG's Annual Report on Form 10-K for the fiscal year ended December 31, 2010, on January 7, 2008, Saratoga Advantage Trust ("Saratoga") filed a class action lawsuit in the U.S. District Court for the Southern District of West Virginia against ICG and certain of its officers and directors seeking unspecified damages. The complaint asserts claims under Sections 10(b) and 20(a) of the Securities Exchange Act of 1934, and Rule 10b-5 promulgated thereunder, based on alleged false and misleading statements in the registration statements filed in connection with ICG's November 2005 reorganization and December 2005 public offering of common stock. In addition, the complaint challenges other of ICG's public statements regarding its operating condition and safety record. On July 6, 2009, Saratoga filed an amended complaint asserting essentially the same claims but seeking to add an individual co-plaintiff. ICG has filed a motion to dismiss the amended complaint. In June 2011, ICG agreed to settle this matter for a total of $1.375 million. On August 1, 2011, the court issued its order preliminarily approving settlement and scheduled a settlement fairness hearing on November 14, 2011.

As described in ICG's Annual Report on Form 10-K for the fiscal year ended December 31, 2010, on June 11, 2010, the West Virginia Department of Environmental Protection ("WVDEP") filed suit against ICG Eastern, LLC ("ICG Eastern") alleging violations of the West Virginia Water Pollution Control/National Pollutant Discharge Elimination System ("WVNPDES") and Surface Mine Permits for ICG Eastern's Birch River surface mine. The WVDEP alleges that ICG Eastern has failed to fully comply with the effluent limits for aluminum, manganese, pH, iron and selenium contained in its WVNPDES permit. The complaint further alleges that violations of the WVNPDES permit effluent limits have caused violations of water quality standards for the same parameters in the streams receiving the discharges from this mine. The WVDEP also alleges that violations of the effluent limits in the WVNPDES permits are also violations of the regulations governing surface mining in West Virginia. ICG Eastern and the WVDEP executed a settlement agreement that will require ICG Eastern to pay a monetary penalty of $0.2 million and accept the imposition of a compliance schedule related to selenium

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and other water quality parameters. The settlement agreement was submitted to the Webster County Circuit Court on December 30, 2010, was made available for public comment by the WVDEP and was thereafter entered by the court on April 18, 2011. The settlement agreement resolves all of the WVDEP's claims in the suit, with the exception of certain alleged selenium effluent limit violations beginning after April 5, 2010 that are currently the subject of both administrative appeal board and state circuit court stays. The WVDEP has reserved its claims as to these alleged violations for its further consideration. WVDEP and ICG Eastern are currently negotiating a resolution related to the reserved claims.

As described in ICG's Quarterly Report on Form 10-Q for the period ended March 31, 2011, the Sierra Club et al, on March 23, 2011, filed a complaint against ICG Eastern in the U.S. District Court for the Northern District of West Virginia alleging violations of the Federal Water Pollution Control Act (the "Clean Water Act") and the Surface Mining Control and Reclamation Act at ICG Eastern's Birch River surface mine. Specifically, the complaint alleges that ICG Eastern is discharging selenium in concentrations that violate ICG Eastern's WVNPDES Permit and that the WVDEP has failed to diligently prosecute the violations. ICG Eastern filed a motion to dismiss on April 25, 2011, arguing that the Webster County Circuit Court's approval of the settlement agreement between it and the WVDEP precludes the action in federal court. By Memorandum Opinion and Order dated June 29, 2011, the court granted ICG Eastern's motion to dismiss and ordered the matter stricken from the active docket.

As described in ICG's Annual Report on Form 10-K for the period ended December 31, 2010, the Sierra Club, on December 3, 2010, filed a Notice of Intent ("NOI") to sue ICG Hazard, LLC ("Hazard") alleging violations of the Clean Water Act and the Surface Mining Control and Reclamation Act of 1977 at Hazard's Thunder Ridge surface mine. The NOI, which was supplemented by a revised filing on February 24, 2011, claims that Hazard is discharging selenium and contributing to conductivity levels in the receiving streams in violation of state and federal regulations. On May 24, 2011, the Sierra Club sued Hazard in U.S. District Court for the Eastern District of Kentucky under the Citizens Suit provisions of the Clean Water Act and the Surface Mining Control and Reclamation Act seeking civil penalties, injunctive relief and attorneys' fees.

As described in ICG's Annual Report on Form 10-K for the period ended December 31, 2010, on December 3, 2010, the Kentucky Energy and Environment Cabinet ("Cabinet") filed suit against Hazard, ICG Knott County, LLC, ICG East Kentucky, LLC and Powell Mountain Energy, LLC (collectively, "KY Operations") alleging that the KY Operations failed to comply with the terms and conditions of the Kentucky Pollutant Discharge Elimination System ("KPDES") permits issued by the Cabinet's Division of Water to the KY Operations. Among the claims lodged by the Cabinet were allegations that contract water monitoring laboratories retained by the KY Operations did not adhere to the practices and procedures required for conducting KPDES monitoring, the contract laboratories failed to properly document and maintain records of the monitoring and the KY Operations submitted quarterly Discharge Monitoring Reports that sometimes contained inaccurate, incomplete and erroneous information. The KY Operations and the Cabinet entered a proposed Consent Judgment contemporaneously with the filing of the complaint that, if approved by the Franklin County (KY) Circuit Court, will require the KY Operations to pay a monetary penalty of $0.4 million, to prepare and implement a Corrective Action Plan that corrects the deficiencies in the respective KPDES monitoring programs, to identify the responsible corporate officers for each KPDES permit and to provide specific detailed information in support of the Discharge Monitoring Reports to be filed for the fourth quarter 2010 and first quarter 2011. Final resolution of this matter is pending approval by the court. On February 11, 2011, the court entered an order allowing certain anti-mining groups to intervene in the action to contest the validity of the Consent Judgment. The hearing on the entry of the Consent Judgment is scheduled to be held beginning August 30, 2011.

By letter dated June 28, 2011, Appalachian Voices, Inc., Waterkeeper Alliance, Inc., Kentuckians for the Commonwealth, Inc., Kentucky Riverkeeper, Inc., Ms. Pat Banks, Ms. Lanny Evans, Mr. Thomas H. Bonny,and Mr. Winston Merrill Combs (collectively, "Appalachian Voices") filed a NOI to sue the KY Operations for alleged violations of the Clean Water Act. The NOI claims that ICG has violated and continues to violate effluent standards or limitations under the Clean Water Act in reference to KPDES Coal General Permit. The NOI also alleges a lack of diligent prosecution related to the lawsuit filed by the Kentucky Energy and Environment Cabinet (as referenced and described above).

Item 1A. Risk Factors

In addition to the other information set forth in this report, you should carefully consider the factors discussed in Part I, "Item 1A. Risk Factors" in our Annual Report on Form 10-K for the year ended December 31, 2010, which could materially affect our business, financial condition or future results. The risks described in our Annual Report on Form 10-K, as well as below, are not the only risks facing our Company. Additional risks and uncertainties not currently known to us or

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that we currently deem to be immaterial also may materially adversely affect our business, financial condition and/or operating results.

We may not be able to fully integrate the operations of ICG into our existing operations.

We believe that the acquisition of ICG will result in various benefits or synergies, including, among other things, cost savings and operating efficiencies. Achieving the anticipated benefits of the merger is subject to a number of uncertainties, including whether the businesses of Arch Coal and ICG can be integrated in an efficient and effective manner. In addition, the combined company may experience unanticipated issues, expenses and liabilities.

It is possible that the integration process could take longer than anticipated or cost more than anticipated and could result in the loss of valuable employees, the disruption of each company's ongoing businesses, processes and systems or inconsistencies in standards, controls, procedures, practices, policies and compensation arrangements, any of which could adversely affect our ability to achieve the anticipated benefits and synergies of the merger. The integration process is subject to a number of uncertainties, and no assurance can be given that the anticipated benefits will be realized or, if realized, the timing or cost of their realization. Failure to achieve these anticipated benefits could result in increased costs or decreases in the amount of expected revenues and could adversely affect our future business, financial condition, operating results and prospects, and may cause the combined company's stock price to decline.

Item 2.   Unregistered Sales of Equity Securities and Use of Proceeds.

In September 2006, our board of directors authorized a share repurchase program for the purchase of up to 14,000,000 shares of our common stock. There is no expiration date on the current authorization, and we have not made any decisions to suspend or cancel purchases under the program. As of June 30, 2011, there were 10,925,800 shares of our common stock available for purchase under this program. We did not purchase any shares of our common stock under this program during the quarter ended June 30, 2011. Based on the closing price of our common stock as reported on the New York Stock Exchange on August 4, 2011, the approximate dollar value of our common stock that may yet be purchased under this program was $232.2 million.

Item 3. Defaults Upon Senior Securities.

None

Item 4. Reserved.

Item 5. Other Information.

Mine Safety and Health Administration Safety Data

We believe that Arch Coal is one of the safest coal mining companies in the world. Safety is a core value at Arch Coal and at our subsidiary operations. We have in place a comprehensive safety program that includes extensive health & safety training for all employees, site inspections, emergency response preparedness, crisis communications training, incident investigation, regulatory compliance training and process auditing, as well as an open dialogue between all levels of employees. The goals of our processes are to eliminate exposure to hazards in the workplace, ensure that we comply with all mine safety regulations, and support regulatory and industry efforts to improve the health and safety of our employees along with the industry as a whole.

Under the recently enacted Dodd-Frank Wall Street Reform and Consumer Protection Act, each operator of a coal or other mine is required to include certain mine safety results in its periodic reports filed with the Securities and Exchange Commission. The operation of our mines is subject to regulation by the federal Mine Safety and Health Administration ("MSHA") under the Federal Mine Safety and Health Act of 1977 (the "Mine Act"). Below we present the following items regarding certain mine safety and health matters, broken down by mining complex owned and operated by Arch Coal or our subsidiaries, for the three-month period ended June 30, 2011:

- *Section 104 Citations:* Total number of violations of mandatory health or safety standards that could significantly and substantially contribute to the cause and effect of a coal or other mine safety or health hazard under section 104 of the Mine Act for which we have received a citation from MSHA;
- *Section 104(b) Orders:* Total number of orders issued under section 104(b) of the Mine Act;
- *Section 104(d) Citations/Orders:* Total number of citations and orders for unwarrantable failure of the mine operator to comply with mandatory health or safety standards under Section 104(d) of the Mine Act;

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- *Section 107(a) Orders:* Total number of imminent danger orders issued under section 107(a) of the Mine Act; and
- *Total Dollar Value of Proposed MSHA Assessments:* Total dollar value of proposed assessments from MSHA under the Mine Act.

Mining complex(1)	Section 104 Citations	Section 104(b) Orders	Section 104(d) Citations/Orders	Section 107(a) Orders	Total Dollar Value of Proposed MSHA Assessments (in thousands)(2)
Power River Basin:					
Black Thunder	10	—	1	—	$ 44.0
Coal Creek	1	—	—	—	$ 8.2
Western Bituminous:					
Arch of Wyoming	1	—	—	—	$ 0.5
Dugout Canyon	2	—	—	—	$ 0
Skyline	5	1	—	—	$ 11.2
Sufco	8	—	—	—	$ 3.4
West Elk	14	—	—	—	$ 23.8
Central Appalachia:					
Coal-Mac	2	—	—	—	$ 0.4
Cumberland River	28	—	—	—	$ 21.3
Lone Mountain	17	—	—	—	$ 9.8
Mountain Laurel	47	—	3	—	$ 53.7
Arch Coal Terminal	—	—	—	—	$ —
International Coal Group, Inc. (3)					
ADDCAR	—	—	—	—	$ —
Beckley	16	1	—	—	$ —
Eastern	1	—	—	—	$ —
Powell Mountain	—	—	—	—	$ —
Viper	1	—	—	—	$ —
Buckhannon	6	—	—	—	
Patriot Mining	—	—	—	—	$ —
Sentinel	7	—	—	—	$ —
Tygart Valley	—	—	—	—	$ —
Vindex Energy	—	—	—	—	$ —
East Kentucky	—	—	—	—	$ —
Flint Ridge	—	—	—	—	$ —

Hazard	6	—	—	—	$ —
Knott County	2	—	1	—	$ —
Raven	—	—	—	—	$ —

(1) MSHA assigns an identification number to each coal mine and may or may not assign separate identification numbers to related facilities such as preparation plants. We are providing the information in this table by mining complex rather than MSHA identification number because we believe this format will be more useful to investors than providing information based on MSHA identification numbers. For descriptions of each of these mining operations please refer to the descriptions under Item 1. Business, in Part I of our Annual Report on Form 10-K for the fiscal year ended December 31, 2010.

(2) Amounts included under the heading "Total Dollar Value of Proposed MSHA Assessments" are the total dollar amounts for proposed assessments received from MSHA on or before July 26, 2011, for citations and orders occurring during the three-month period ended June 30, 2011.

(3) Mining complexes listed under this heading are those that we acquired on June 15, 2011 in connection with our acquisition of International Coal Group, Inc. The results set forth in this table only represent those items that occurred during the period beginning on June 15, 2011 and ended on June 30, 2011. The following table sets forth those items that occurred during the period beginning April 1, 2011 and ended on June 14, 2011:

Mining complex	Section 104 Citations	Section 104(b) Orders	Section 104(d) Citations/Orders	Section 107(a) Orders	Total Dollar Value of Proposed MSHA Assessments (in thousands)
ADDCAR	—	—	—	—	$ —
Beckley	35	—	—	—	$ 1.5
Eastern	—	—	—	—	$ —
Powell Mountain	31	6	1	—	$ 20.3
Viper	15	—	1	—	$ 10.6
Buckhannon	15	—	—	—	$ 4.5
Patriot Mining	—	—	—	—	$ 0.1
Sentinel	56	1	—	—	$ 30.4
Tygart Valley	—	—	—	—	$ —
Vindex Energy	4	—	—	—	$ 1.1
East Kentucky	—	—	—	—	$ —
Flint Ridge	11	—	—	—	$ 22.5
Hazard	11	—	—	—	$ 17.5
Knott County	32	2	1	—	$ 39.2
Raven	13	—	—	—	$ 16.1

For the three-month period ended June 30, 2011, none of our mining complexes received written notice from MSHA of (i) a flagrant violation under section 110(b)(2) of the Mine Act; (ii) a pattern of violations of mandatory health or safety standards that are of such nature as could have significantly and substantially contributed to the cause and effect of coal or other mine health or safety hazards under section 104(e) of the Mine Act; or (iii) the potential to have such a pattern. For the three-month period ended June 30, 2011, none of our mining complexes experienced a mining-related fatality.

As of June 30, 2011, we had a total of 262 matters pending before the Federal Mine Safety and Health Review Commission. This includes legal actions that were initiated prior to the three-month period ended June 30, 2011 and which do not necessarily relate to the citations, orders or proposed assessments issued by MSHA during such three-month period.

In evaluating the above information regarding mine safety and health, investors should take into account factors such as: (i) the number of citations and orders will vary depending on the size of a coal mine, (ii) the number of citations issued will vary from inspector to inspector and mine to mine, and (iii) citations and orders can be contested and appealed, and in that process are often reduced in severity and amount, and are sometimes dismissed.

Item 6. Exhibits.

The following is a list of exhibits filed as part of this Quarterly Report on Form 10-Q:

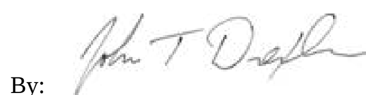
1.1	Underwriting Agreement dated June 2, 2011 (incorporated by reference to Exhibit 1.1 to the registrant's Current Report on Form 8-K filed on June 8, 2011).
2.1	Agreement and Plan of Merger, dated as of May 2, 2011, by and among Arch Coal, Inc., Atlas Acquisition Corp. and International Coal Group, Inc. (incorporated herein by reference to Exhibit 2.1 to the registrant's Current Report on Form 8-K filed on May 3, 2011).
4.1	Indenture, dated as of June 14, 2011, by and among Arch Coal, Inc., the subsidiary guarantors named therein and UMB Bank National Association, as trustee (incorporated herein by reference to Exhibit 4.1 to the registrant's Current Report on Form 8-K filed on June 14, 2011).
4.2	Form of 7.000% Senior Note due 2019 (incorporated herein by reference to Exhibit 4.2 to the registrant's Current Report on Form 8-K filed on June 14, 2011).
4.3	Form of 7.250% Senior Note due 2020 (incorporated herein by reference to Exhibit 4.3 to the registrant's Current Report on Form 8-K filed on June 14, 2011).
4.4	Registration Rights Agreement, dated as of June 14, 2011, by and among Arch Coal, Inc., the subsidiary guarantors named therein, Morgan Stanley & Co. LLC, PNC Capital Markets LLC, Merrill Lynch, Pierce, Fenner & Smith Incorporated, RBS Securities Inc. and Citigroup Global Markets Inc. as representatives of the initial purchasers named therein (incorporated herein by reference to Exhibit 4.4 to the registrant's Current Report on Form 8-K filed on June 14, 2011).

10.1	Tender and Voting Agreement by and among Arch Coal, Inc., Atlas Acquisition Corp. and certain stockholders of International Coal Group, Inc. (incorporated herein by reference to Exhibit 10.1 to the registrant's Current Report on Form 8-K filed on May 3, 2011).
10.2	Tender and Voting Agreement by and among Arch Coal, Inc., Atlas Acquisition Corp. and certain stockholders of International Coal Group, Inc. (incorporated herein by reference to Exhibit 10.2 to the registrant's Current Report on Form 8-K filed on May 3, 2011).
10.3	Debt Commitment Letter, dated as of May 2, 2011, by and among Morgan Stanley Senior Funding, Inc., PNC Bank, National Association, PNC Capital Markets LLC and Arch Coal, Inc. (incorporated herein by reference to Exhibit 10.3 to the registrant's Current Report on Form 8-K filed on May 3, 2011).
10.4	Amended and Restated Credit Agreement, dated as of June 14, 2011, by and among the Company, the lenders party thereto, PNC Bank, National Association, as administrative agent and Bank of America, N.A., The Royal Bank of Scotland PLC and Citibank, N.A., as co-documentation agents (incorporated herein by reference to Exhibit 10.1 to the registrant's Current Report on Form 8-K filed on June 17, 2011).
10.5	Second Amendment to Amended and Restated Receivables Purchase Agreement dated June 15, 2011.
10.6	Seventh Amendment to Credit Agreement dated as of May 9, 2011.
12.1	Computation of ratio of earnings to combined fixed charges and preference dividends.
31.1	Rule 13a-14(a)/15d-14(a) Certification of Steven F. Leer.
31.2	Rule 13a-14(a)/15d-14(a) Certification of John T. Drexler.
32.1	Section 1350 Certification of Steven F. Leer.
32.2	Section 1350 Certification of John T. Drexler.
101	Interactive Data File will be filed by amendment to this Form-Q within 30 days of the filing date of this Form 10-Q, as permitted by Rule 405(a)(2) of Regulation S-T.

Signatures

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

Arch Coal, Inc.

By: 

John T. Drexler
Senior Vice President and Chief Financial Officer

August 9, 2011

Exhibit 10.5

EXECUTION COPY

[ARCH COAL]

SECOND AMENDMENT TO AMENDED AND
RESTATED RECEIVABLES PURCHASE AGREEMENT

THIS SECOND AMENDMENT TO AMENDED AND RESTATED RECEIVABLES PURCHASE AGREEMENT (this "Amendment"), dated as of June 15, 2011, is entered into among ARCH RECEIVABLE COMPANY, LLC (the "Seller"), ARCH COAL SALES COMPANY, INC. (the "Servicer"), the various financial institutions party to the Agreement (as defined below) as Conduit Purchasers (the "Conduit Purchasers"), as Related Committed Purchasers (the "Related Committed Purchasers"), as LC Participants (the "LC Participants"), and as Purchaser Agents (the "Purchaser Agents"), and PNC BANK, NATIONAL ASSOCIATION ("PNC"), as Administrator (the "Administrator") and as LC Bank (the "LC Bank"; together with the Conduit Purchasers, the Related Committed Purchasers and the LC Participants, the "Purchasers").

RECITALS

1. The parties hereto are parties to the Amended and Restated Receivables Purchase Agreement, dated as of February 24, 2010 (as amended, restated, supplemented or otherwise modified through the date hereof, the "Agreement"); and

2. The parties hereto desire to amend the Agreement as hereinafter set forth.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

SECTION 1. *Certain Defined Terms*. Capitalized terms that are used but not defined herein shall have the meanings set forth in the Agreement.

SECTION 2. *Amendments to the Agreement*. The Agreement is hereby amended as follows:

(a) Exhibit I to the Agreement is hereby amended by inserting, in the appropriate alphabetical order, the following definition:

"International Coal Group Receivable" means any indebtedness and other obligations owed to International Coal Group, Inc. or any Subsidiary thereof, the Transferor or Arch Sales, in each case, arising in connection with the sale of goods or the rendering of services by International Coal Group, Inc. or any Subsidiary thereof, or Arch Sales, as agent, on behalf of International Coal Group, Inc. or such Subsidiary; it being understood and agreed that neither any Originator nor the Transferor shall constitute a Subsidiary of International Coal Group, Inc. for such purposes.

(b) The definition of "Receivable" set forth in Exhibit I to the Agreement is amended by adding the following proviso to the end thereof:

; provided, however, that "Receivable" shall not include any International Coal Group Receivable.

SECTION 3. *Representations and Warranties*. Each of the Seller and the Servicer hereby represents and warrants to the Administrator, the Purchaser Agents and the Purchasers as follows:

(a) Representations and Warranties. The representations and warranties made by such Person in the Agreement and each of the other Transaction Documents are true and correct as of the date hereof (unless stated to relate solely to an earlier date, in which case such representations or warranties were true and correct as of such earlier date).

(b) Enforceability. The execution and delivery by such Person of this Amendment, and the performance of each of its obligations under this Amendment and the Agreement, as amended hereby, are within each of its organizational powers and have been duly authorized by all necessary action on its part. This Amendment and the Agreement, as amended hereby, are such Person's valid and legally binding obligations, enforceable in accordance with their respective terms.

(c) No Default. Both before and immediately after giving effect to this Amendment and the transactions contemplated hereby, no Termination Event or Unmatured Termination Event exists or shall exist.

SECTION 4. *Effect of Amendment; Ratification*. All provisions of the Agreement, as expressly amended and modified by this Amendment, shall remain in full force and effect. After this Amendment becomes effective, all references in the Agreement (or in any other Transaction Document) to "the Receivables Purchase Agreement", "this Agreement", "hereof", "herein" or words of similar effect, in each case referring to the Agreement shall be deemed to be references to the Agreement as amended by this Amendment. This Amendment shall not be deemed, either expressly or impliedly, to waive, amend or supplement any provision of the Agreement other than as specifically set forth herein. The Agreement, as amended by this Amendment, is hereby ratified and confirmed in all respects.

SECTION 5. *Effectiveness*. This Amendment shall become effective as of the date hereof upon receipt by the Administrator of duly executed counterparts of this Amendment.

SECTION 6. *Counterparts*. This Amendment may be executed in any number of counterparts and by different parties on separate counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page to this Amendment by facsimile or electronic transmission shall be effective as delivery of a manually executed counterpart hereof.

SECTION 7. *Governing Law*. This Amendment shall be governed by, and construed in accordance with, the internal laws of the State of New York (including for such purposes Sections 5-1401 and 5-1402 of the General Obligations Law of the State of New York).

SECTION 8. *Section Headings*. The various headings of this Amendment are included for convenience only and shall not affect the meaning or interpretation of this Amendment, the Agreement or any provision hereof or thereof.

SECTION 9. Successors and Assigns. This Amendment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

SECTION 10. Ratification. After giving effect to this Amendment and the transactions contemplated by this Amendment, all of the provisions of the Performance Guaranty shall remain in full force and effect and the Performance Guarantor hereby ratifies and affirms the Performance Guaranty and acknowledges that the Performance Guaranty has continued and shall continue in full force and effect in accordance with its terms.

[SIGNATURES BEGIN ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first written above.

ARCH RECEIVABLE COMPANY, LLC, as Seller

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

ARCH COAL SALES COMPANY, INC., as Servicer

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

PNC BANK, NATIONAL ASSOCIATION, as Administrator

By: /s/ Robyn A. Reeher
Name: Robyn A. Reeher
Title: Vice President

PNC BANK, NATIONAL ASSOCIATION, as a Purchaser Agent

By: /s/ Robyn A. Reeher
Name: Robyn A. Reeher
Title: Vice President

PNC BANK, NATIONAL ASSOCIATION,

as the LC Bank and as an LC Participant

By: /s/ Richard Munsick
Name: Richard Munsick
Title: Senior Vice President

Second Amendment to A&R RPA
(Arch Coal)

MARKET STREET FUNDING LLC,
as a Conduit Purchaser and as a Related Committed Purchaser

By: /s/ Doris J. Hearn
Name: Doris J. Hearn
Title: Vice President

Second Amendment to A&R RPA
(Arch Coal)

ATLANTIC ASSET SECURITIZATION LLC,
as a Conduit Purchaser

By: /s/ Leo Burrell
Name: Leo Burrell
Title: Managing Director

By: /s/ Kostantina Kourmpetis
Name: Kostantina Kourmpetis
Title: Managing Director

Second Amendment to A&R RPA
(Arch Coal)

CREDIT AGRICOLE CORPORATE AND INVESTMENT BANK,
as a Related Committed Purchaser and as a Purchaser Agent

By: /s/ Jorge Fries
Name: Jorge Fries
Title: Managing Director

By: /s/ Kostantina Kourmpetis
Name: Kostantina Kourmpetis
Title: Managing Director

Second Amendment to A&R RPA
(Arch Coal)

CREDIT AGRICOLE CORPORATE AND INVESTMENT BANK,
as an LC Participant

By: /s/ Jorge Fries
Name: Jorge Fries

Title: Managing Director

By: /s/ Kostantina Kourmpetis
Name:
Title: Managing Director

Second Amendment to A&R RPA
(Arch Coal)

ACKNOWLEDGED AND AGREED:

ARCH COAL, INC.

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

Second Amendment to A&R RPA
(Arch Coal)

SEVENTH AMENDMENT TO CREDIT AGREEMENT)

THIS SEVENTH AMENDMENT TO CREDIT AGREEMENT ((the "Amendment"), dated as of May 9, 2011, is made by and among **ARCH COAL, INC.**, a Delaware corporation (the "Borrower"), the **GUARANTORS** (as defined in the Credit Agreement), the **BANKS** party to the Credit Agreement (as hereinafter defined), **CITICORP USA, INC.**, **JPMORGAN CHASE BANK, N.A.** and **WELLS FARGO BANK, N.A.**, successor-in-interest by merger to Wachovia Bank, National Association, each in its capacity as co-syndication agent, and **BANK OF AMERICA, N.A.** (successor by merger to FLEET NATIONAL BANK), as documentation agent, and **PNC BANK, NATIONAL ASSOCIATION**, in its capacity as administrative agent for the Banks.

WHEREAS, the parties hereto are parties to that certain Credit Agreement dated as of December 22, 2004, as amended by that certain First Amendment to Credit Agreement dated as of June 23, 2006, as amended by that certain Second Amendment to Credit Agreement dated as of October 3, 2006, as amended by that certain Third Amendment to Credit Agreement dated as of March 6, 2009, as amended by that certain Fourth Amendment to Credit Agreement and Amendment to Collateral Agency and Sharing Agreement dated as of August 27, 2009, as amended by that certain Fifth Amendment to Credit Agreement dated as of March 19, 2010 and as amended by that certain Sixth Amendment to Credit Agreement dated as of November 24, 2010 (as so amended, the "Credit Agreement"), pursuant to which the Banks provided a revolving credit facility to the Borrower; and

WHEREAS, the Borrower, the Banks and the Administrative Agent desire to amend the Credit Agreement as hereinafter provided.

NOW, THEREFORE, the parties hereto, in consideration of their mutual covenants and agreements hereinafter set forth and intending to be legally bound hereby, covenant and agree as follows:

1. <u>Definitions</u>.

Capitalized terms used herein, unless otherwise defined herein, shall have the meanings ascribed to them in the Credit Agreement, as amended by this Amendment.

2. <u>Amendments to Credit Agreement</u>.

(a) Section 1.1 [Certain Definitions] of the Credit Agreement is hereby amended to insert therein the following new definitions:

"<u>Seventh Amendment</u> shall mean that certain Seventh Amendment to Credit Agreement by and among the Borrower, the other Loan Parties, the Required Banks and the Administrative Agent, dated as of the Seventh Amendment Effective Date."

"<u>Seventh Amendment Effective Date</u> shall mean the effective date of the Seventh Amendment, which date shall be May 9, 2011."

"<u>Touchstone Acquisition</u> shall mean the acquisition, directly or indirectly, of the capital stock of International Coal Group, Inc. and its subsidiaries together with the other transactions contemplated by the Touchstone Acquisition Documents."

"<u>Touchstone Acquisition Documents</u> shall mean that certain agreement and plan of merger and any other material documents related thereto for the Touchstone Acquisition delivered to Administrative Agent on the Seventh Amendment Effective Date, including all schedules and exhibits thereto (as may be amended, modified or supplemented in accordance with Section 7.2.3 (5) of this Agreement)."

(b) The following definition contained in Section 1.1 [Certain Definitions] of the Credit Agreement is hereby amended and restated in its entirety as follows:

"EBITDA" for any period of determination shall mean with respect to any Person: (i) consolidated net income (excluding non-cash compensation expenses related to common stock and other equity securities issued to employees, extraordinary gains and losses, gains or losses on discontinued operations, equity earnings or losses of Affiliates (other than earnings or losses of the Borrower or any Subsidiary of the Borrower)), plus (ii) for such period of determination the sum of the following, without duplication and to the extent included in determining consolidated net income under the immediately preceding clause (i): interest expense (net of interest income), the sum of all income tax expense, depreciation, depletion and amortization of property, plant, equipment and intangibles, non-cash debt extinguishment costs, non-cash charges due to cumulative effects of changes in accounting principles, non-recurring transaction costs expensed (in accordance with GAAP) by the Loan Parties in connection with the Touchstone Acquisition without regard as to whether the Touchstone Acquisition has been consummated, plus (iii) cash dividends or distributions received from Affiliates (other than received from the Borrower or any Subsidiary of the Borrower) to the extent not included in determining consolidated net income. All items included in the definition of EBITDA shall be determined in each case for the applicable Person for the period of determination on a consolidated basis in accordance with GAAP.

For purposes of determining the Leverage Ratio, the Senior Secured Leverage Ratio, or the Interest Coverage Ratio under this Agreement, in the event that the Borrower or any Subsidiary of the Borrower acquires in a Permitted Acquisition any Person or business (the "Acquired Person") during any period of determination, then EBITDA of the Borrower and its Subsidiaries shall be increased for such period of determination by the EBITDA of the Acquired Person, subject to the following:

(i) the EBITDA of the Acquired Person shall be based upon financial statements reasonably acceptable to the Administrative Agent (the "**Acquired Person's EBITDA**"), and

(ii) the Permitted Acquisition of the Acquired Person shall be deemed to have occurred on the first day of the period of determination with EBITDA of the Acquired Person for periods prior to the actual date of the consummation of such acquisition based upon the Acquired Person Financial Statements and in an amount and calculated in a

manner reasonably acceptable to the Administrative Agent and with EBITDA of the Acquired Person for periods on or after the date of consummation of such Permitted Acquisition based upon the actual operating results of the Acquired Person after giving effect to such Permitted Acquisition.

(c) Definition of Permitted Liens. The definition of Permitted Liens contained in Section 1.1 [Certain Definitions] of the Credit Agreement is hereby amended as follows: the "and" located at the end of subsection (xxii) is hereby deleted; the "." at the end of subsection (xxiii) is hereby deleted and replaced with "; and" and the following new subsection (xxiv) is added:

"(xxiv) Liens incurred in connection with the Touchstone Acquisition, including (a) those relating to Indebtedness permitted under Section 7.2.1(xiii) with respect to the escrow, segregated and/or pledged accounts referenced therein in connection with the Touchstone Acquisition or termination of the potential transaction and (b) those on cash or cash equivalents used to defease or to satisfy and discharge Indebtedness of International Coal Group, Inc. and its subsidiaries in connection with the Touchstone Acquisition."

(d) Indebtedness. Section 7.2.1 [Indebtedness] of the Credit Agreement is hereby amended as follows: the "and" located at the end of subsection (xi) is hereby deleted; the "." at the end of subsection (xii) is hereby deleted and replaced with "; and" and the following new subsection (xiii) is added:

"(xiii) unsecured Indebtedness in an amount not to exceed $3,800,000,000 that is incurred in connection with the Touchstone Acquisition, including for the purpose of funding the purchase price of the Touchstone Acquisition, the refinancing of certain Indebtedness and related costs, accrued interest, fees and expenses or any refinancing, replacement or exchange thereof, in each case, so long as, immediately before and after giving effect to the incurrence of any proposed additional Indebtedness, the Borrower and its Subsidiaries shall be in compliance with Section 7.2.10 [Maximum Leverage Ratio], Section 7.2.11 [Maximum Senior Secured Leverage Ratio], and Section 7.2.12 [Minimum Interest Coverage Ratio] determined on a pro forma basis and, for the purposes of calculating such covenants, using the pro-forma EBITDA of the target of the Touchstone Acquisition even if the Touchstone Acquisition has not yet been consummated (in the case of the Senior Secured Leverage Ratio, the Interest Coverage Ratio and the Leverage Ratio as of the end of the fiscal quarter most recently ended and as if such proposed additional Indebtedness was outstanding as of the first day of such fiscal quarter), provided that, if such Indebtedness is incurred prior to the consummation of the Touchstone Acquisition, the proceeds of such Indebtedness shall be deposited into an escrow account, pledged for the benefit of the holders of such Indebtedness, and/or deposited in a segregated account reasonably acceptable to the Administrative Agent and, except as otherwise provided for herein, released in connection with the consummation of the Touchstone Acquisition or if the Touchstone Acquisition does not occur, such Indebtedness shall be repaid promptly following the termination of any acquisition agreement entered into in connection with the Touchstone Acquisition except to the extent that such Indebtedness would be permitted by Section 8.2.1(ii) of this Agreement. Notwithstanding the foregoing, to the extent that the prompt repayment of any such

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Indebtedness would be either prohibited by the terms of such Indebtedness or would result in the payment of a prepayment penalty on such Indebtedness, the Loan Parties shall not be required to repay such Indebtedness until such time as such prepayment is permitted thereunder and does not result in a prepayment penalty."

(e) Liquidations, Mergers, Consolidations, Acquisitions. Section 7.2.3 [Liquidations, Mergers, Consolidations, Acquisitions] of the Credit Agreement is hereby amended by adding the following new subsection (5):

"(5) any Loan Party may consummate the Touchstone Acquisition and any transactions relating to the consummation thereof and it shall be deemed to be a Permitted Acquisition, provided, that the Touchstone Acquisition shall be consummated in accordance with the terms of the Touchstone Acquisition Documents; provided that the Touchstone Acquisition Documents delivered to the Administrative Agent in connection with the Seventh Amendment shall not have been amended, waived or otherwise modified in a manner that is materially adverse to the interest of the Lenders, without the prior written consent of the Administrative Agent (such consent not to be unreasonably withheld, conditioned or delayed);

(f) Restricted Payments. Subsection (a) of Section 7.2.9 [Restricted Payments] of the Credit Agreement is hereby amended and restated as follows:

"(a) The Leverage Ratio shall be 0.25 to 1.0 less than the applicable Leverage Ratio set forth in Section 7.2.10 [Maximum Leverage Ratio];"

(g) Restricted Payments. Subsection (c) of Section 7.2.9 [Restricted Payments] of the Credit Agreement is hereby amended and restated as follows:

"(c) The Interest Coverage Ratio shall be 0.25 to 1.0 greater than the applicable Interest Coverage Ratio set forth in Section 7.2.12 [Minimum Interest Coverage Ratio]."

(h) Maximum Leverage Ratio. Section 7.2.10 [Maximum Leverage Ratio] of the Credit Agreement is hereby amended to add the following at the end of such section:

"Notwithstanding the foregoing, upon the consummation of the Touchstone Acquisition, the Borrower shall not at any time permit the Leverage Ratio to exceed the ratio set forth below for the periods specified below:

Period	Ratio
January 1, 2011 through March 30, 2012	5.75 to 1.00
March 31, 2012 through December 30, 2012	4.75 to 1.00
Thereafter	4.25 to 1.00

Notwithstanding the above, for the period commencing January 1, 2011 through March 30, 2012, the maximum permitted Leverage Ratio following the consummation of

the Touchstone Acquisition shall be reduced (i) by 0.25 to 1.0 if the gross proceeds received by the Borrower in connection with an equity offering are in excess of $250,000,000, by an additional 0.25 to 1.0 if the gross proceeds received by the Borrower in connection with an equity offering are in excess of $500,000,000, (iii) by an additional 0.25 to 1.0 if the gross proceeds received by the Borrower in connection with an equity offering are in excess of $750,000,000 and (iv) by an additional 0.25 to 1.0 if the gross proceeds received by the Borrower in connection with an equity offering are in excess of $1,000,000,000."

(i) Minimum Interest Coverage Ratio. Section 7.2.12 [Minimum Interest Coverage Ratio] of the Credit Agreement is hereby amended to add the following at the end of such section:

"Notwithstanding the foregoing, upon the consummation of the Touchstone Acquisition, the Borrower shall not permit the Interest Coverage Ratio to be less than the ratio set forth below for the periods specified below

Period	**Ratio**
January 1, 2011 through March 30, 2012	2.00 to 1.00
Thereafter	2.75 to 1.00

(j) No Restrictions in Agreements on Dividends or Certain Loans. Section 7.2.13 [No Restrictions in Agreements on Dividends or Certain Loans] of the Credit Agreement is hereby amended to:

(a) add the following at the end of the first sentence thereof: "and (v) prohibitions or restrictions relating to Indebtedness permitted by Section 7.2.1(xiii)"; and

(b) add the following at the end of the second sentence thereof: "and (iv) prohibitions or restrictions relating to Indebtedness permitted by Section 7.2.1(xiii)."

(k) Changes to Organizational Documents. Section 7.2.16 [Changes to Organizational Documents] of the Credit Agreement is hereby amended to add the following proviso at the end of such section: "provided further that this Section 7.2.16 will not require any such notice or consent for any such change to the organizational documents of any Subsidiary of the Borrower to the extent such change is contemplated by the terms of the Touchstone Acquisition Documents.

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3. Conditions of Effectiveness of Amendments and Consent.

The effectiveness of this Amendment is expressly conditioned upon satisfaction of each of the following conditions precedent:

(a) Execution and Delivery of Amendment. The Borrower, the other Loan Parties, the Required Banks, and the Administrative Agent shall have received approval to execute and shall have executed this Amendment.

(b) Financial Projections. There shall have been delivered to the Administrative Agent for the benefit of the Banks copies of the pro forma financial projections of the Borrower and its Subsidiaries, including a pro forma closing balance sheet, statements of operations, statement of cash flows, for a five year period through the 2015 fiscal year.

(c) Financial Statements. There shall have been delivered to the Administrative Agent for the benefit of the Banks a final copy of audited financial statements for the entities acquired in connection with the Touchstone Acquisition, prepared in accordance with GAAP, for the fiscal year ended December 31, 2008, December 31, 2009 and December 31, 2010.

(d) Confirmation of Guaranty. Each of the Guarantors by execution of this Amendment hereby confirms that they have read and understand the Amendment. In order to induce the Banks, the Administrative Agent and the other agents to enter into the Amendment, each of the Guarantors: (i) consents to the Amendment and the transactions contemplated thereby; (ii) ratifies and confirms each of the Loan Documents to which it is a party; (iii) ratifies, agrees and confirms that it has been a Guarantor and a Loan Party at all times since it became a Guarantor and a Loan Party and from and after the date hereof, each Guarantor shall continue to be a Guarantor and a Loan Party in accordance with the terms of the Loan Documents, as the same may be amended in connection with the Amendment and the transactions contemplated thereby; and (iv) hereby ratifies and confirms its obligations under each of the Loan Documents (including all exhibits and schedules thereto), as the same may be amended in connection with the Amendment and the transactions contemplated thereby, by signing below as indicated and hereby acknowledges and agrees that nothing contained in any of such Loan Documents is intended to create, nor shall it constitute an interruption, suspension of continuity, satisfaction, discharge of prior duties, novation or termination of the indebtedness, loans, liabilities, expenses, guaranty or obligations of any of the Loan Parties under the Credit Agreement or any other such Loan Document.

(e) Officer's Certificate. The representations and warranties of the Loan Parties contained in Section 5 of the Credit Agreement including as amended by the modifications and additional representations and warranties of this Amendment, and of each Loan Party in each of the other Loan Documents shall be true and accurate on and as of the Seventh Amendment Effective Date with the same effect as though such representations and warranties had been made on and as of such date (except representations and warranties which relate solely to an earlier date or time, which representations and warranties shall be true and correct on and as of the specific dates or times referred to therein), and each of the Loan Parties shall have performed and complied with all covenants and conditions hereof and thereof, no Event of Default or Potential Default shall have occurred and be continuing or shall exist; and there shall be delivered to the

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Administrative Agent for the benefit of each Bank a certificate of the Borrower dated as of the Seventh Amendment Effective Date and signed by a Authorized Officer of each of the Loan Parties to each such effect.

(f) Secretary's Certificate. There shall be delivered to the Administrative Agent for the benefit of each Bank a certificate dated the Seventh Amendment Effective Date and signed by the Secretary or an Assistant Secretary of each of the Loan Parties, certifying as appropriate as to:

(i) all action taken by each Loan Party in connection with this Amendment and the other Loan Documents;

(ii) the names of the officer or officers authorized to sign this Amendment and the other Loan Documents and the true signatures of such officer or officers and specifying the Authorized Officers permitted to act on behalf of each Loan Party for purposes of this Amendment and the true signatures of such officers, on which the Administrative Agent and each Bank may conclusively rely; and

(iii) no material changes with respect to its organizational documents.

4. Amendment Fees.

The Borrower shall pay or cause to be paid to the Administrative Agent for itself and for the account of the Banks all costs and expenses payable to the Administrative Agent or any Bank or for which the Administrative Agent or any Bank is entitled to be reimbursed, including but not limited to the fees and expenses of the Administrative Agent's legal counsel.

5. Force and Effect.

Except as otherwise expressly modified by this Amendment, the Credit Agreement and the other Loan Documents are hereby ratified and confirmed and shall remain in full force and effect after the date hereof.

---

6. Counterparts.

This Amendment may be executed by different parties hereto in any number of separate counterparts, each of which, when so executed and delivered shall be an original and all such counterparts shall together constitute one and the same instrument.

7. Severability.

If any term of this Amendment or any application thereof shall be held to be invalid, illegal or unenforceable, the validity of other terms of this Amendment or any other application of such term shall in no way be affected thereby.

8. Entire Agreement.

This Amendment sets forth the entire agreement and understanding of the parties with respect to the amendment to the Credit Agreement contemplated hereby and supersedes all prior understandings and agreements, whether written or oral, between the parties hereto relating to such amendment. No representation, promise, inducement or statement of intention has been made by any party that is not embodied in this Amendment, and no party shall be bound by or liable for any alleged representation, promise, inducement or statement of intention not set forth herein.

9. Governing Law.

This Amendment shall be deemed to be a contract under the Laws of the Commonwealth of Pennsylvania and for all purposes shall be governed by and construed and enforced in accordance with the internal laws of the Commonwealth of Pennsylvania without regard to its conflict of laws principles.

10. Effective Date.

This Amendment shall be dated as of and shall be binding, effective and enforceable upon the date of satisfaction of all conditions set forth in Section 3 hereof, and from and after such date this Amendment shall be binding upon the Borrower, each Bank and the Agents, and their respective successors and assigns permitted by the Credit Agreement.

11. No Novation.

This Amendment amends the Credit Agreement, but is not intended to constitute, and does not constitute, a novation of the Obligations of the Loan Parties under the Credit Agreement or any other Loan Document.

[Signature Page Follows]

[SIGNATURE PAGE TO SEVENTH AMENDMENT TO CREDIT AGREEMENT]

IN WITNESS WHEREOF, the parties hereto, by their officers thereunto duly authorized, have executed this Amendment as of the day and year first above written.

ARCH COAL, INC.

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

ALLEGHENY LAND COMPANY

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

ARCH COAL SALES COMPANY, INC.

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

ARCH COAL TERMINAL, INC.

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

ARCH ENERGY RESOURCES, LLC

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

ARCH RECLAMATION SERVICES, INC.

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

ARK LAND COMPANY

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

ARK LAND KH, INC.

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

ARK LAND WR, INC.

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

ASHLAND TERMINAL, INC.

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

[SIGNATURE PAGE TO SEVENTH AMENDMENT TO CREDIT AGREEMENT]

CATENARY COAL HOLDINGS, INC.

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

COAL-MAC, INC.

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

CUMBERLAND RIVER COAL COMPANY

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

LONE MOUNTAIN PROCESSING, INC.

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

MINGO LOGAN COAL COMPANY

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

[SIGNATURE PAGE TO SEVENTH AMENDMENT TO CREDIT AGREEMENT]

MOUNTAIN GEM LAND, INC.

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

MOUNTAIN MINING, INC.

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

MOUNTAINEER LAND COMPANY

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

PRAIRIE HOLDINGS, INC.

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

WESTERN ENERGY RESOURCES, INC.

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

[SIGNATURE PAGE TO SEVENTH AMENDMENT TO CREDIT AGREEMENT]

ARCH COAL WEST, LLC

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

ARCH DEVELOPMENT, LLC

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

JACOBS RANCH COAL LLC

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

JACOBS RANCH HOLDINGS I LLC

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

JACOBS RANCH HOLDINGS II LLC

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

[SIGNATURE PAGE TO SEVENTH AMENDMENT TO CREDIT AGREEMENT]

OTTER CREEK COAL, LLC

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

[SIGNATURE PAGE TO SEVENTH AMENDMENT TO CREDIT AGREEMENT]

BANK LEUMI USA

By: /s/ Joung Hee Hong
Name: Joung Hee Hong
Title: First Vice President

[SIGNATURE PAGE TO SEVENTH AMENDMENT TO CREDIT AGREEMENT]

BANK OF AMERICA, N.A.
(as successor by merger to Fleet National Bank and LaSalle Bank National Association), individually and as Documentation Agent

By: /s/ Stephen J. Hoffman
Name: Stephen J. Hoffman
Title: Managing Director

[SIGNATURE PAGE TO SEVENTH AMENDMENT TO CREDIT AGREEMENT]

BANK OF MONTREAL

By: ________________
Name: ________________
Title: ________________

[SIGNATURE PAGE TO SEVENTH AMENDMENT TO CREDIT AGREEMENT]

CREDIT AGRICOLE CORPORATE AND INVESTMENT BANK

By: /s/ Matthias Guillet
Name: Matthias Guillet
Title: Director

By: /s/ Joseph Philbin
Name: Joseph Philbin
Title: Director

[SIGNATURE PAGE TO SEVENTH AMENDMENT TO CREDIT AGREEMENT]

CITICORP USA, INC., individually and as Syndication Agent

By: /s/ Tom NG
Name: Tom NG
Title: Vice-President

[SIGNATURE PAGE TO SEVENTH AMENDMENT TO CREDIT AGREEMENT]

COMMERCE BANK, N.A.

By: /s/ Douglas P. Best
Name: Douglas P. Best
Title: Vice-President

[SIGNATURE PAGE TO SEVENTH AMENDMENT TO CREDIT AGREEMENT]

JPMORGAN CHASE BANK, N.A., individually and as Syndication Agent

By: /s/ Brian Knapp
Name: Brian Knapp
Title: Vice-President

[SIGNATURE PAGE TO SEVENTH AMENDMENT TO CREDIT AGREEMENT]

MIZUHO CORPORATE BANK, LTD.

By: /s/ Leon Mo
Name: Leon Mo
Title: Authorized Signatory

[SIGNATURE PAGE TO SEVENTH AMENDMENT TO CREDIT AGREEMENT]

MORGAN STANLEY BANK

By: /s/ Dmitriy Barskiy
Name: Dmitriy Barskiy
Title: Authorized Signatory

[SIGNATURE PAGE TO SEVENTH AMENDMENT TO CREDIT AGREEMENT]

NATIXIS

By: /s/ Carlos Quinteros
Name: Carlos Quinteros
Title: Managing Director

By: /s/ Louis P. Laville, III
Name: Louis P. Laville, III
Title: Managing Director

[SIGNATURE PAGE TO SEVENTH AMENDMENT TO CREDIT AGREEMENT]

PNC BANK, NATIONAL ASSOCIATION, individually, as Administrative Agent and as Collateral Agent

By: /s/ Richard C. Munsick
Name: Richard C. Munsick
Title: Senior Vice President

[SIGNATURE PAGE TO SEVENTH AMENDMENT TO CREDIT AGREEMENT]

REGIONS BANK

By: /s/ John A. Holland
Name: John A. Holland
Title: Senior Vice President

[SIGNATURE PAGE TO SEVENTH AMENDMENT TO CREDIT AGREEMENT]

SOVEREIGN BANK

By: /s/ Robert D. Lanigan
Name: Robert D. Lanigan
Title: Senior Vice President

[SIGNATURE PAGE TO SEVENTH AMENDMENT TO CREDIT AGREEMENT]

M&I MARSHALL & ILSLEY BANK f/k/a/ Southwest Bank, an M&I Bank

By: /s/ Kurt J. Evans
Name: Kurt J. Evans
Title: Assistant Vice-President

[SIGNATURE PAGE TO SEVENTH AMENDMENT TO CREDIT AGREEMENT]

THE BANK OF NEW YORK MELLON

By: /s/ Richard Fronapfel, Jr.
Name: Richard Fronapfel, Jr.
Title: Vice President

[SIGNATURE PAGE TO SEVENTH AMENDMENT TO CREDIT AGREEMENT]

THE ROYAL BANK OF SCOTLAND PLC

By: /s/ Lizabeth Lary
Name: Lizabeth Lary
Title: Authorized Signatory

[SIGNATURE PAGE TO SEVENTH AMENDMENT TO CREDIT AGREEMENT]

UBS LOAN FINANCE LLC

By: ____________________
Name: ____________________
Title: ____________________

By: ____________________
Name: ____________________
Title: ____________________

[SIGNATURE PAGE TO SEVENTH AMENDMENT TO CREDIT AGREEMENT]

UMB BANK, N.A.

By: /s/ Cecil G. Wood
Name: Cecil G. Wood
Title: Executive Vice President

[SIGNATURE PAGE TO SEVENTH AMENDMENT TO CREDIT AGREEMENT]

UNION BANK, N.A. (formerly known as Union Bank of California, N.A.)

By: /s/ Hideyuki Okamoto
Name: Hideyuki Okamoto
Title: Vice President

[SIGNATURE PAGE TO SEVENTH AMENDMENT TO CREDIT AGREEMENT]

US BANK NATIONAL ASSOCIATION

By: /s/ John M. Eyerman
Name: John M. Eyerman
Title: A.V.P.

[SIGNATURE PAGE TO SEVENTH AMENDMENT TO CREDIT AGREEMENT]

WELLS FARGO BANK, N.A., successor-in-interest by merger to Wachovia Bank, National Association, individually and as Syndication Agent

By: /s/ Jonathan R. Richardson
Name: Jonathan R. Richardson
Title: Senior Vice President

Exhibit 12.1

Computation of Ratio of Earnings to Combined Fixed Charges and Preference Dividends

	Six Months Ended June 30	
	2011	2010
Earnings:		
Pretax income excluding income or loss from equity investments	$ 73,884	$ 65,309
Adjustments:		
Fixed charges	131,944	75,491
Distributed income from equity investments	12,330	4,832
Capitalized interest, net of amortization	1,849	2,150
Arch Western Resources, LLC dividends on preferred membership interest	(57)	(52)
Total earnings	$ 219,950	$ 147,730
Fixed charges:		
Interest expense	$ 76,829	$ 70,208
Capitalized interest	211	—
Bridge Financing Costs related to ICG	49,490	—
Arch Western Resources, LLC dividends on preferred membership interest	57	52
Portions of rent which represent an interest factor	5,357	5,231
Total fixed charges	$ 131,944	$ 75,491
Total fixed charges and preferred stock dividends	$ 131,944	$ 75,491
Ratio of earnings to combined fixed charges and preference dividends	1.67x	1.96x

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

Exhibit 31.1

Certification

I, Steven F. Leer, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Arch Coal, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

(a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

(b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

(c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

(d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

(a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

(b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Steven F. Leer
Chairman and Chief Executive Officer

Date: August 9, 2011

Exhibit 31.2

Certification

I, John T. Drexler, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Arch Coal, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

(a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

(b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

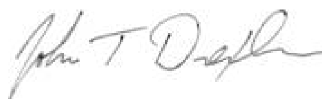
(c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

(d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

(a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

(b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.



John T. Drexler
Senior Vice President and Chief Financial Officer
Date: August 9, 2011

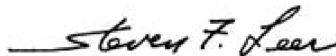
Exhibit 32.1

Certification of Periodic Financial Reports

I, Steven F. Leer, Chairman and Chief Executive Officer of Arch Coal, Inc., certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

(1) the Quarterly Report on Form 10-Q for the quarterly period ended June 30, 2011 (the “Periodic Report”) which this statement accompanies fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m or 78o(d)); and

(2) information contained in the Periodic Report fairly presents, in all material respects, the financial condition and results of operations of Arch Coal, Inc.



Steven F. Leer
Chairman and Chief Executive Officer

Date: August 9, 2011

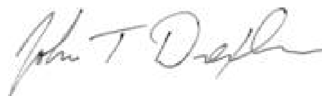
Exhibit 32.2

Certification of Periodic Financial Reports

I, John T. Drexler, Senior Vice President and Chief Financial Officer of Arch Coal, Inc., certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

(1) the Quarterly Report on Form 10-Q for the quarterly period ended June 30, 2011 (the “Periodic Report”) which this statement accompanies fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m or 78o(d)); and

(2) information contained in the Periodic Report fairly presents, in all material respects, the financial condition and results of operations of Arch Coal, Inc.



John T. Drexler
Senior Vice President and Chief Financial Officer
Date: August 9, 2011